

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 "**Manicasa**" being developed at Plot No IIF/04, Action Area II, Newtown, Kolkata 700135 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** (PAN AAECM1910C), a Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at No.11/1 Sunny Park, 1st Floor, P.S. Ballygunge, P.O. Ballygunge, Kolkata 700019, represented by its represented by its _____, - hereinafter referred to as "the **PROMOTER**" (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, nominees and assigns) of the **FIRST PART AND MAGUS BENGAL ESTATES LLP (formerly Magus Bengal Estates Private Limited)**, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 33A Canal Circular Road, Kolkata 700054 (having PAN AAUFM9171E) - represented by its Designated Partner Mr. Srikant Jhunjhunwala son of Mr. Sanjay Jhunjhunwala residing at 3/1, Queens Park, Police Station Ballygunge, Kolkata 700019, hereinafter referred to as "the **OWNER / LAND OWNER**" (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, nominees and assigns) of the **SECOND PART AND**

_____ - hereinafter referred to as "the **ALLOTTEE**" of the **THIRD PART:**

The Promoter, the Land Owner 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 Owner is seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the Larger Premises described in **PART-I of the FIRST SCHEDULE**, absolutely and forever **SAVE** such shares / parts therein as have already been conveyed. Devolution of title of the Land Owner and the Promoter to the said Larger Premises is set out in the **FIFTH SCHEDULE**.

- C. By and in terms of the Development Agreement, the Land Owner irrevocably permitted and granted exclusive right to the Promoter to develop the said Premises described in the **PART II** of the **FIRST SCHEDULE** by constructing New Residential Buildings thereat for mutual benefits 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 Owner has 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 Owner 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 Premises Common Elements and 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 Owner 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 Premises Common Elements 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 OWNER AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The interest which the Land Owner 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 Owner or the Promoter.
- iii) The Land Owner 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 Owner and the Promoter, as the case may be, unless prevented by fire or some other irremediable 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 unobscured and uncancelled.

III. THE ALLOTTEE DOTH HEREBY COVENANT WITH THE PROMOTER AND THE LAND OWNER as follows:

- i. The Allottee so as to bind himself to the Promoter and the Land Owner 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 Owner 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 Premises Common Elements 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 Premises Common Elements are required and to be transferred to the Maintenance Company / Association etc., then the Promoter and/or the Land Owner, 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 Allottees herein) proportionately and the Promoter and/or the Land Owner shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Land Owner fully indemnified with regard thereto;
5. It is expressly agreed understood and clarified that the Allottee herein shall have no connection with the Owner's Remaining Portion or the development thereof in any manner whatsoever **and** notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the owners / occupiers of Flats / Apartments and other constructed areas in the Residential Building and/or the Residential Portion / said Premises (including the Allottee) shall have no connection with the Owner's Remaining Portion or the buildings / developments thereof **Save** to the extent of sharing certain common facilities and utilities, being water supply, drainage, sewerage and transformer, for which they

shall be liable for payment of charges as the Promoter / Land Owner / Maintenance In-charge may from time to time decide.

6. Inasmuch as the owners and occupiers of Units in Residential Portion / said Premises shall be using and availing the facilities of the General Common Elements, the Allottees shall be obliged to pay to the maintenance charges therefor as be reasonably determined by the Promoter and/or the Land Owner from time to time.
7. The project / buildings at the said shall bear the name "**MANI CASA**" unless changed by the Promoter from time to time in its absolute discretion.

IN WITNESS WHEREOF parties herinaabove 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 OWNER:**

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:**PART-I****(Larger Premises)**

ALL THAT piece and parcel of land containing an area of 13.019 Acres (equivalent to 787 Cottahs 10 Chittacks 17 sft.) more or less situate lying at and being Plot No. IIF/04, Street No. 372, Action Area – IIF, New Town (now Jyoti Basu Nagar), Kolkata, Pin Code- 700135, under Police Station Rajerhat in the District of North 24 Parganas, West Bengal, Sub-Registration Office - Bidhannagar and shown verged within "BLUE" border on the **First plan** hereto annexed and butted and bounded as follows:

- | | | |
|--------------|---|--|
| On The North | : | Partly by municipal street No.372, a 90 Metre (ROW) road and partly by municipal street No.329, a 40 Metre (ROW) road; |
| On The South | : | Partly by Plot No. IIF/03 and partly by peripheral canal; |
| On The East | : | Partly by said municipal street No.372 and partly by peripheral canal; |
| On The West | : | Partly by said municipal street No.372 and partly by Plot No. IIF/03. |

PART-II**(Residential Portion / said Premises)**

ALL THAT the demarcated portion of the said Larger Premises, described in **PART-I** of **this FIRST SCHEDULE** hereinabove written, on its North-Eastern side and the North-Western side containing an area of **4 (four) Bighas** more or less and shown verged within "RED" border on the **First plan** hereto annexed and butted and bounded as follows:

- | | | |
|--------------|---|--|
| On The North | : | Partly by municipal street No.372, a 90 Metre (ROW) road and partly by municipal street No.329, a 40 Metre (ROW) road; |
| On The South | : | by Plot No. IIF/04; |
| On The East | : | Partly by Plot No. IIF/04 and partly by said municipal street |

On The West No.372, a 90 Metre (ROW) road;
 i. Partly by municipal street No.329, a 40 Metre (ROW) road and partly by Plot No.IIF/04.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(said UNIT / APARTMENT)

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 _____ at the said Premises described in Part-II of the First Schedule and shown in the Plan annexed hereto, duly bordered thereon in "Red".

WITH Exclusive Right to use the Open Terrace/s adjoining the said Flat / Apartment containing an area of _____ Square Feet, as shown in the Plan annexed hereto, duly bordered thereon in "_____".

WITH the right to park ____ medium sized motor car(s) at such covered parking space in or portions of the Building as shown in the Plan annexed hereto, duly bordered thereon in "_____".

WITH the right to park ____ medium sized motor car(s) at such place in the open compound of the said Premises as shown in the Plan annexed hereto, duly bordered thereon in "_____".

WITH the right to park ____ medium sized motor car(s) at such place in the Basement at the said Premises as shown in the Plan annexed hereto, duly bordered thereon in "_____".

The Allottee confirms that the Allottee has not acquired or agreed to acquire any motor car/two wheeler/vehicle parking space or right and as such the Allottee shall not park any motor car or any other vehicle in the said Premises.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Premises Common Elements)

- (a) Land comprised in the said Premises.
- (a) Entrance and exit gates of the said Premises
- (b) Paths passages driveways and ramps 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 Allees.
- (c) Tugged up Entrance Lobby in the Ground Floor of the Building.
- (d) For each block two staircases with full and half landings and with stair covers on portions of the ultimate roof.
- (e) Ultimate roof of the building with decorations and beautification.
- (f) Residents' Club with well-equipped gymnasium, Steam, Games Room, Meditation/Yoga area, Creche.
- (g) For each Block there will be 2 (two) lifts and a Service Lift alongwith lift shafts and the lobby in front of it on typical floors and with lift machine room and stair cover on the roof.
- (h) Electrical installations with main switch and meter and space required therefore in the building.
- (i) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s for the same.
- (j) Stand by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the Common Areas, for operation of lifts and water pump and for supply of power in the Said Unit to the extent of quantum mentioned herein and/or in the other units during power failure.
- (k) Underground Water reservoir.
- (l) Water pump with motor and with water supply pipes to the overhead water tanks for each block and with distribution pipes therefrom connecting to different units.
- (m) Ton removal plant.
- (n) Water waste and sewerage evacuation pipes from the units to drains and sewer common to the Building and from there to the municipal drain.
- (o) Fire fighting system.
- (p) Fire pump room.
- (q) Security Room for danwan / security guards in the ground floor of the building.
- (r) Driver's waiting area.
- (s) Common toilets in the Ground Floor.
- (t) Requisite arrangement of Intercom / EPABX with connectors to each individual Flat / Apartment from the reception in the ground floor.

- (u) CCTV camera to be installed in the entrance lobby at the ground floor and first floor of the buildings.
- (v) Swimming pool and Kids pool at the podium level.
- (w) Air-conditioned community hall on the first floor of the building.
- (x) Garden space at the podium level.
- (y) 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, ERABX 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. West Bengal Housing Infrastructure Development Corporation Limited (hereinafter referred to as "HIDCO") having a state-wide mandate to provide larger supply of developed lands with the immediate focus area being limited to the development of a planned town near Kolkata, the State Government in the Housing Department on behalf of HIDCO acquired lands in the Districts of North 24 Parganas and South 24 Parganas and transferred the ownership to HIDCO conferring on HIDCO the entire responsibilities of developing the infrastructure services therein and also with power to transfer lands by way of sale to the individual persons, Cooperative Housing Societies, Corporate Bodies as well as Statutory Authorities, as the case may be, in order to develop new town as a major hub for residential, industrial, institutional and cultural purposes etc.
- B. By an Indenture of Conveyance dated 26th March 2007 made between HIDCO as vendor therein and Nagus Bengal Estates Private Limited as purchaser therein and registered with the Additional District Sub-Registrar, Bidhanagar, Salt Lake City in Book I Volume No. 109 Pages 127 to 136 Being No.1855 for the year 2007, HIDCO for the consideration therein mentioned sold conveyed transferred assigned and assured unto and in favour of Nagus Bengal Estates Private Limited AE That the said Larger Premises admeasuring 13 Acres more or less, absolutely and forever. The said Nagus Bengal Estates Private Limited has been converted from a private limited company to a limited liability partnership vide Certificate of Registration on Conversion issued at Delhi on 29th March 2012 by the Registrar

for Limited Liability Partnership, Ministry of Corporate Affairs, Government of India.

- C. Subsequently, upon survey and actual measurement, HICO found the area of the said Larger Premises to be 13.019 acres instead of 13 acres and vide its letter bearing reference No. C-551/HICO/Admin-763/2005 Inter-alia informed the Land Owner that the physical area of the said Larger Premises was in excess by 0.019 acre and requested the Land Owner to pay the proportionate price of the additional 0.019 acre land, which amount has since been paid by the Land Owner and the Land Owner has become entitled to 13.019 acres land comprised in the said Larger Premises morefully described in the **First Schedule** hereunder written.

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:

Annexure "A"

- 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 XLJ 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.
 - va) **LARGER PREMISES** shall mean the **All That** the land admeasuring 13.019 Acres (equivalent to 787 Cottahs 10 Chittacks 12 Sft.) more or less situate at Plot No.III/04, Action Area IIF, New Town (now Jyoti Basu Nagar), Kolkata, under Police Station Rajarhat in the District of North 24 Parganas, West Bengal morefully described in **PART-I** of the **FIRST SCHEDULE** and shown verged within "BLUE" border in the First plan annexed hereto.
 - vb) **RESIDENTIAL PORTION / SAID PREMISES** shall mean the demarcated portion of the said Larger Premises on its North-Eastern and North-Western side containing an area of **4 (four) Bighas (equivalent to 80 cottahs)** more or less, more fully and particularly mentioned and described in **PART-II** of the **FIRST SCHEDULE** and shown verged within "RED" border in the First plan annexed hereto, whereat **New Residential Building** is being constructed by the Promoter.
 - vc) **OWNER'S REMAINING PORTION** shall mean the entire remaining demarcated portion of the said Larger Premises containing an area of 707 Cottahs 10 Chittacks 12 Sq. Ft. more or less (i.e. the entirety of the Larger Premises excluding the Residential Portion / said Premises) and shown

verged within "**BROWN**" border in the First plan annexed hereto, which belongs solely and exclusively to the Land Owner as its separate and absolute property and is totally and by all means outside the scope and purview of this agreement or the development of the Residential Portion / said Premises by the Promoter. **It is expressly agreed understood and clarified that the Allottee herein shall have no connection with the Owners's Remaining Portion or the development thereof in any manner whatsoever** Save to the extent of sharing certain common facilities and utilities, being water supply, drainage, sewerage and transformer, for which the Allottee shall be liable for payment of charges as the Promoter / Land Owner / Maintenance In-charge may from time to time decide.

- v) **PROJECT / BUILDING OR BUILDING/S AND/OR NEW BUILDING/ NEW RESIDENTIAL BUILDING** shall mean the **Residential Building** consisting of a basement, Ground Floor, a common podium on the First Floor and two (2) _____ Upper Floors blocks thereabove namely the Northern Block and Southern Block being constructed by the Promoter at the said Premises (i.e. at the Residential Portion) containing several independent and self contained Flats / Apartments, parking spaces and other constructed areas, with liberty to the Promoter to modify and/or expand and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same.

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the owners / occupiers of Flats / Apartments and other constructed areas in the Residential Building and/or the Residential Portion / said Premises (including the Allottee) shall have no connection with the Owner's Remaining Portion or the buildings / developments thereat **Save** to the extent of sharing certain common facilities and utilities, being water supply, drainage, sewerage and transformer, for which they shall be liable for payment of charges as the Promoter / Land Owner / Maintenance In-charge may from time to time decide.

- 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 from the Promoter and taken possession of any Unit in the

New Residential Building including the Land Owner and/or the Promoter for those unit and other constructed spaces not alienated by the Promoter and/or Land Owner and/or reserved and/or retained by the Developer and/or the Land Owner for its Own exclusive use and/or not sold by the Land Owner or the Promoter.

- (vii) **PREMISES COMMON ELEMENTS** shall mean the common areas installations and facilities in and for the sold Premises (i.e. excluding the Owner's Remaining Portion) mentioned and specified in the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the Allottees (being the Allottees of the Residential Portion), to the exclusion of the owners and occupiers of Units in the Owner's Remaining Portion, Subject to such variations or relocations as the Promoter may from time to time make therein in the interest of the new Building.

It is clarified that the Premises Common Elements shall not include the parking spaces, exclusive terraces at different floor levels attached to any particular Flat / Apartment or Flats / Apartments, exclusive greens / gardens attached to any particular Flat / Apartment or Flats / Apartments and other open and covered spaces at the Premises and the Buildings which the Promoter / Land Owner may from time to time express or intend not to be so included in the Premises Common Elements and the Promoter / Land Owner shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- (viii) **GENERAL COMMON ELEMENTS** shall mean and include common areas installations and facilities being water supply, drainage, sewerage and transformer in and for the Larger Premises (including for the Owner's Remaining Portion and/or any portion / segment thereof) and expressed by the Promoter and the Land Owner for common use and enjoyment of the owners and occupiers of Units in both the Residential Portion and Owner's Remaining Portion and/or any portion / segment thereof.
- (ix) **COMMON AREAS AND INSTALLATIONS** shall mean and include both the Premises Common Elements and the General Common Elements.

- ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the said premises and the building thereof 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 upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the said premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xi) **UNITS** shall mean the independent and self-contained Flats / Apartments and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said Premises and wherever the context so permits or intends shall include the store room and/or Parking right and/or attached balcony(ies) / verandah(s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / grounds and/or other properties benefits and rights, if any, attached to the respective Flats / Apartments and also the proportionate undivided share in the premises common elements, attributable thereto.
- xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Basement and the Ground floor of the Building at the said Premises and also the open parking spaces in the open compound at the ground level of the said Premises and also the multi level mechanical parking system (if installed) as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack car parking

(i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its motor car and for that shall do all acts as be necessary (including to remove / stift his / her motor car from time to time as be required).

- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;
- xiv) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any unit in the Building and the area of the balconies / verandah therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and shall also include 50% of the pitch area of the attached terrace (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 have the following meaning:

The proportionate share of the Allottee in the **Premises Common Elements** shall be 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 (i.e. Residential Portion).

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 is clarified that the Allottee shall not have any share ownership title or interest in the **General Common Elements** but shall be entitled to common use and enjoyment of the same in the manner elsewhere herein mentioned.

- xvi) **SAID UNIT** shall mean the **Residential Flat / Apartment No. ____** on the ____ side on the ____ floor of the ____ block of the Building 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 indivisible variable impartible share in the **Premises Common Elements and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE.**
- xvii) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 9th August, 2016 registered with ADSS Registrar in Book No. 1, CD Volume No. 1523/2017, Pages from 62141 to 62190 being No. 152302133 for the year 2017 entered into between the Land Owner and the Promoter;
- xviii) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 2013 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 / Association 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 / Association 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 New Town Kolkata Development Authority vide Memo No. 3001/NKDA/Engg. -27/2010 dated 23rd November, 2011 and as modified vide Pn No. R0240037220160729 dated 17th August, 2016 and _____.
- xxi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxii) 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**.
- xxiii) The expression **ALLOTTEE** shall be deemed to mean and include:
- 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;
 - In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - 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 and/or successors;
 - In case the Allottee be a company, then its successors or successors-in-office;

5. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the 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 private 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 thereof;
 - (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 want of repairs and maintenance of the Buildings and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
 - (d) to use their respective Residential Flats / Apartments 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 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) to install fire fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
- (f) to carryout all float works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the New Town Kolkata Development Authority ("NKDA"), National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
- (g) to use the right of car parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars.
- (h) not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (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 anyone 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 of 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 Buildings save a decent nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Flat / 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 Buildings or any part thereof nor decorate the exterior of the Buildings or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (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, closets, water or soil pipes serving the Buildings 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 Buildings.
- (q) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/ports of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without

prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

(r) not to let out transfer or part with the possession of the right of parking 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 Buildings and none else.

(s) In case any Open Terrace be attached to any Flat / Apartment, then the same shall be a right 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 buildings);
- (ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shamasas etc.;
- (iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
- (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

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

- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium-sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title

interest or any other right over the same save the exclusive right to park one medium sized motor car thereat;

- (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his unit, to any person;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the said 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 buildings and the said premises.
 - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owner and the Maintenance In-charge with regard thereto.
- (v) In the event any Allottee has been allotted any store room, 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 store room only for the purpose of storage, as applicable, and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room or part with possession of such store room, independent of his Unit,;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the store room;
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room and shall indemnify and keep saved harmless and indemnified the Land Owner and 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 or any activity which may cause nuisance or annoyance to the Allottees.
 - (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 to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns nor 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 brief manner;
 - (y) not to 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.

- (2) 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 Owner 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.
- (aa) 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, Kolkata Metropolitan Development Authority, West Bengal Housing Infrastructure Development Corporation Limited (HIDCO), New Town Kolkata Development Authority (NKDA), New Town Electric Supply Company Limited / WBSEB, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owner 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 Owner 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.

- (bb) 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 NKDA / other concerned authorities.
- (cc) 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 for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs. 50/- (Rupees Fifty) only per sq. ft., of the Built-up area of such Allottee's Flat / Apartment and shall also forthwith remove the air conditioner/s at its own costs. 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.
- (dd) 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 fenestration 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 buildings 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 buildings and if so done by any Allottee. Such Allottee shall 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.
- (ee) 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 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 such damage. In addition, such allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and/or the Land Owner and/or other Allottees and shall fully indemnify them and each of them.

- (f) to bear and pay and discharge exclusively the following expenses and outgoings:-
- i) Municipal rates and taxes and drainage tax/levy and water tax/charge, if any, assessed on or in respect of their respective units directly to the Concerned Authorities Provided That so long as their respective units are not assessed or charged separately for the purpose of such rates and taxes, levy, charges each Allottee shall pay to the Land Owner/Promoter proportionate share of all such rates and taxes, levy and charges assessed on the Larger Premises / said Premises, as be intimated by the Promoter or the Land Owner from time to time;
 - ii) All other taxes, land revenue, impositions, levies, cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units of the Buildings or the said Premises or the Larger Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Land Owner and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Buildings or the said Premises / Larger Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which

The Maintenance In-charge shall be liable to pay the same to the concerned service provider.

- iv) Charges for enjoying and/or availing power equivalent to 1(One) watt per Square Feet of built-up area of the respective units from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AHCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee(s) shall pay to the Maintenance In-charge, a maintenance charges calculated @Rs.3/- (Rupees three) only per square foot per month of the sum total of (a) Built-up Area of the said Unit being ____ square feet (b) the estimated proportionate share of the Premises Common Elements attributable to the said Unit being ____ square feet, aggregate of both being ____ Square Feet (hasn't referred to as "the **Maintenance Chargeable Area**"). 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.

- v) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid fees taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CPSC Ltd. / WBSEB from its consumers for the delay payment of its bills).
- (gg) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owner and/or the Maintenance Company from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or with the security guard of the Complex / Building. In case of any discrepancy or dispute that the Allottee may have with regard to such bills, the same shall be sorted out within a reasonable time. Provided That the payment shall not be withheld by the Allottee owing thereto. Any amount payable by the Purchaser directly to any authority shall always be paid by the Allottee within the stipulated due date.
3. It is expressly clarified 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 Building/s and the Premises Common Elements and also the General Common Elements, 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 Premises Common Elements 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 the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common

Expenses or any other amount payable by the Alottee under these presents and/or in observing and performing the covenants terms and conditions of the Alottee hereunder, then without prejudice to the other remedies available against the Alottee hereunder, the Alottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (two 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 (if provided through sub-meter) to the said Unit;
- (ii) withhold and stop all other utilities and facilities (including lift, generator, club facilities, etc.) to the Alottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
- (iii) to demand and directly realise rent and/or other amounts becoming payable to the Alottee by any tenant or licensee or other occupant in respect of the said Unit;
- (iv) to display the name of the Alottee as a defaulter on the notice board of the Building/s.

4.1 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, water etc.), then the Alottee shall not hold the Promoter or the Maintenance In-charge or the Land Owner responsible for the same in any manner whatsoever.

5. Inasmuch as the owners and occupiers of Units in Residential Portion / said Premises shall be using and availing the facilities of the General Common Elements, the Alottees shall be obliged to pay the maintenance charges therefor as be reasonably determined by the Promoter and/or the Land Owner from time to time.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") executed on this _____ day of _____, 2018. **BY AND BETWEEN MANI ENCLAVE PRIVATE LIMITED** (PAN AAECM1910C), a Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at No.11/1 Sunny Park, 1st Floor, P.S. Ballygunge, P.O. Ballygunge, Kolkata 700019, represented by its represented by its Director Mr. Sameer Agarwal son of Mr. Vikramchand Agarwal residing at maniam, 3/2a, garcha 1st lane, Flat no 4B, Kolkata 700019 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, nominees and assigns) of the **FIRST PART AND MAGUS BENGAL ESTATES LLP (formerly Magus Bengal Estates Private Limited)**, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 33A Canal Circular Road, Kolkata 700054 (having PAN AAUFM9171E) represented by its Designated Partner Mr. Srikant Jhunjhunwala son of Mr. Sanjay Jhunjhunwala residing at 3/1, Queens Park, Police Station Ballygunge, Kolkata 700019, hereinafter referred to as "the **OWNER / LAND OWNER**" (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, nominees and assigns) of the **SECOND PART AND _____**

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

The Promoter, the Land Owner 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 Owner is seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the Larger Premises described in **PART-I of the FIRST SCHEDULE**, absolutely and forever. Devolution of title of the Land Owner and the Promoter to the said Larger Premises is set out in the **SIXTH SCHEDULE hereunder written**.

- C. By and in terms of the Development Agreement (as hereinafter defined), the Land Owner irrevocably permitted and granted exclusive right to the Promoter to develop the said Premises described in the **PART II** of the **FIRST SCHEDULE** by constructing New Residential Buildings thereat for mutual benefits 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 New Town Kolkata Development Authority has granted permission to construct vide approval dated 17th August, 2016 bearing No. RO240037220160729.
- G. The Promoter has obtained the sanctioned plan for the Project from New Town Kolkata Development Authority and other concerned authorities as mentioned in the Definition No. XXIII (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No. XXIII (being the definition of Plan) 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**, 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 _____ at the said Premises described in **Part-II of the First Schedule** and shown in the **Plan** annexed hereto, duly bordered thereon in "Red".

WITH Exclusive Right to use the Open Terrace/s adjoining the said Flat / Apartment containing an area of _____ Square Feet

WITH the right to park ___ medium sized motor car(s) at such covered parking space in or portions of the Building as be decided and earmarked by the Promoter in its absolute discretion at the time of completion of sale in terms hereof.

WITH the right to park ___ medium sized motor car(s) at such place in the open compound of the said Premises as be decided and earmarked by the Promoter in its absolute discretion at the time of completion of sale in terms hereof.

WITH right to park _____ medium sized motor car/s in the Basement of the said Premises, as be decided and earmarked by the Promoter in its absolute discretion at the time of completion of sale in terms thereof.

The Allottee confirms that the Allottee has not acquired or agreed to acquire any motor car/two wheeler/vehicle parking space or right and as such the Allottee shall not park any motor car or any other vehicle in the said Premises..

- 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 Owner 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 Owner intend to apply to the appropriate authorities for modifications / revisions of the Plan and/or for obtaining fresh sanction, including for the matters hereinbelow mentioned, and the Promoter and/or the Land Owner shall be entitled to do so 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 Owner shall be entitled to avail / consume the same by way of additional floors or otherwise. :

- i) Number of Basement car parks proposed to be increased from 63 nos to 74 nos.
- ii) Lobby area proposed to be added in basements of both blocks to give access from service lift.
- iii) Additional Store room and Electrical Room proposed to be created at basement level.
- iv) Pump room size proposed to be reduced considerably.
- v) 1st floor podium (open to sky area) shape of the swimming pool proposed to be changed and the size of the pool proposed to be increased, with povision for kids pool to be added.

- vii) Kids play area, planter amphitheatre and other open area activities proposed to be created at the place shown in the sectional plan as open terrace.
- viii) Library area on the first floor proposed to be converted into private Doctors Chamber.
- ix) Childrens games room proposed to be converted in Library.
- x) Toilet and Kitchen location in Community hall on 1st floor proposed to be interchanged.
- xi) Some door locations for easy access is proposed.
- xii) One Flat, 2nd type, is proposed to be changed internally only in all 23 floors.
- xiii) Entrance of ground floor lobby proposed to be changed from existing east - west To South - North in Block 1 **And** east - west To North - South in Block 2.
- xiv) Additional Meter rooms, Toilets and Grabage rooms proposed to be created for common facility.

NOW THEREFORE in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows :

1. TERMS :

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para I.

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

Head	Price
(i) Apartment No. _____ Floor _____ ; Block _____ Carpet Area _____ ; Built-up Area _____	Rs. _____
(ii) Preferred Location Charges - _____	Rs. _____

(ii) Preferred Location Charges - Floor Rise;	Rs. _____
(iv) Servant Domiciles Charges -;	Rs. _____
(v) exclusive right to use the attached terrace measuring _____ Sq. Ft.;	Rs. _____
(vi) _____ number and _____ type Car parking at _____ level;	Rs. _____
Add : GST	Rs. _____
	Rs. _____
Less : Discount on account of GST input credit	Rs. _____
Total Price:	Rs. _____

Explanation :

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

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

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

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

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

(iv) The Total Price of Apartment includes recovery of price of land (proportionate share), construction of [not only the Apartment but also proportionately] the Common Areas, internal development charges chargesas per agreed specification, external development charges chargesas per agreed specification, taxes, cost of providing electric wiring, electrical connectivity to the Premises Common Elements like-, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing initial infrastructure for facilities, amenities and specifications to be provided within the Apartment and the Project as mentioned in Third Schedule hereunder written.

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

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

- i) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to the said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottees in the said Buildings in addition to those mentioned herein, payable before the work is commenced by the Promoter. 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 Premises Common Elements ultimately resulting in delay in the delivery of possession of the said Unit by the Promoter to the Allottee, the Promoter shall not be liable for any interest damages compensation etc., that may be suffered by the Allottee thereby.

- i) 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 proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and opening common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Unit shall be that of the Allottee.
- ii) Make payment of the fees and/or legal charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed and/or registered in pursuance hereof, **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration on or before the Deemed Date of Possession / Date of Commencement of Liability or the date of execution of the said deed in respect of the said Unit, whichever be earlier. In addition to the said fees, the Allottee shall also be liable for payment of service tax thereon, if and as applicable.
- iv) For charges, if any, under the Building Rules of the New Kolkata Development Authority, the Allottee shall pay to the Promoter a fee/charge as shall be made applicable by the Promoter from time to time.
- vii) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee

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

Amount to be Deposited: The Allottee shall make advance payment and/or deposit and/or keep deposited (free of interest) with the Promoter and/or the Maintenance In-charge the following sums of money against the respective heads hereinbelow mentioned, and in the event of any default by the Allottee in making payment of the municipal and other rates taxes and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **FOURTH SCHEDULE**) within the due dates 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.

- i) A sum calculated @Rs. _____ only per Square foot of the Built-up Area of the said Unit towards rates and taxes in respect of the said Unit, electricity charges, sinking fund, other outgoings etc. free of interest;
- ii) A sum calculated @Rs. _____ only per Square foot of the Built-up Area of the said Unit as Advance maintenance charges, alongwith applicable service tax;

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the allottee. Unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such Completion/Registration.

1.4 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Fifth Schedule** hereunder written ("**Payment Plan**").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 10 % (Ten Percent) 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 revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II** of the **Third Schedule** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act **Provided That** nothing herein contain shall derogate or prejudice or effect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No. XXIII** (being the definition of Plan) of the **Annexure "A"** hereto. **Provided that** the Promoter may extra cost payable by the Allottee make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after 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 herein then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

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

(E) The Allottee shall also have undivided proportionate share in the the Premises Common Elements. Since the share/interest of Allottee in the Premises Common Elements is undivided and cannot be divided or separated, the Allottee shall use the Premises Common Elements 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 Premises Common Elements of the Project to the association (upon registration of the same) of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(ii) That the computation of the price of the Apartment includes recovery of price of land (proportionate share), construction of not only the Apartment but also proportionately the Premises Common Elements, internal development charges as per agreed specification, external development charges as per agreed specification, taxes, cost of providing electric wiring, electrical connectivity to Premises Common Elements like lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the Premises Common Elements 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 Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be,

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

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost , ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions , which are related to the project and within the scope of the Promoter). If the promoter fails to pay all or any of the

outgoings collected by it from the Allottees or any liabilities, mortgage loan (if loan taken by the Promoter) and interest thereon (which are within the scope of the Promoter) before transferring the apartment to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 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-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of "**Nani Enclave Private Limited A/C CASA DONA**" payable at **Kolkata**.

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments.

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

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

4. ADJUSTMENT/APPROPRIATION OF THE PAYMENTS

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

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the Apartment to the Allottee and the Premises Common Elements to the association (upon its registration) of the allottees or the competent authority, , as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the proposed plan, specifications, amenities and facilities of the Apartment and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to the terms in this

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

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Premises Common Elements to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, assures to hand over possession of the Apartment along with ready and complete Premises Common Elements with all specifications, amenities and facilities of the project in place on December, 2020 with an additional grace period for 6 (six) months , unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other emergencies affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

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

7.2 Procedure for taking possession - The Promoter, upon obtaining the completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy / completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc.. **Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree[s] to pay the maintenance charges (we should mention the amount which is subject to change from time to time/as determined by the Promoter's 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 7.1 above.

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

7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs.10,000/- (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 allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Premises Common Elements, 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 Premises Common Elements, to the association (upon its registration) of Allottees or the competent authority, as the case may be after obtaining the / completion certificate.

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

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

7.6 Compensation

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed and which defect was known to the Promoter and the Promoter had wilfully not disclosed the same to the Allottee, in the manner as provided under the Act and the

claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

(i) The Land Owner 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 Owner may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit

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

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

(v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Land Owner 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 Premises Common Elements;

(vi) The Land Owners/ Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee intended to be created herein, may prejudicially be affected;

(vii) The 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 Allottee 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 Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Premises Common Elements to the Association of the Allottees upon the same being registered or the competent authority, as the case may be;

(x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises;

(xi) The Promoter / Land Owner have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the / completion certificate has been issued and possession of Apartment 1 in terms of clause 7.2 and 7.3, as the case may be, along with use of the , Premises Common Elements (equipped with all the specification, amenities and facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority or extended by the authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in 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.

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

(i) Stop making further payments linked to construction milestones to the Promoter as demanded by the promoter. If the Allottee stops making payment, the Promoter shall

correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or.

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

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

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

(i) In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 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 (i.e. 10% of the Total Price) amount and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee and shall be made out of the amounts received by the Promoter against sale of the Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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

10. CONVEYANCE OF THE SAID APARTMENT

The Land Owners / Promoter on receipt of total Price of the Apartment as per para 1.2 under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Premises Common Elements 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 occupancy certificate / completion certificate. However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mention in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorized the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 mentioned hereinabove. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

Land Owner' Confirmation: The Land Owner have been made party to these presents to confirm the Allottee that the Land Owner 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 additional consideration from the Allottee. The Land Owner' obligation is limited to transfer of land comprised in the said Premises, which may either be in favour of Allottees individually or the Association of Allottees, as may be applicable.

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

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Premises Common Elements Installations and/or the Land comprised in the said Premises 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. sans the proportionate share in the Premises Common Elements and/or the proportionate share in the Land comprised in the said Premises, as applicable).

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 payable 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 Premises Common Elements of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

12. DEFECT LIABILITY

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

Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the 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 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the Rules and obligations as stated in Annexure "B" hereto and maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the

Premises Common Elements including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

17. ADDITIONAL CONSTRUCTIONS

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

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

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the laws pertaining to apartment ownership.

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supercedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/building, as the case may be.

22. RIGHT TO AMEND

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE

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

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

25. SEVERABILITY

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

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

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

27. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in 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 confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION

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

29. NOTICES

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

30. JOINT ALLOTTEES

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

31. SAVINGS :

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

34. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Unit in terms of clause 4 hereinabove and execution and registration of

the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the 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 Promoter shall consent to such nomination transfer or alienation only upon being paid the fee / charge as aforesaid; (DIFFERENT)
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- iv) Under no circumstances, the Allottee shall be entitled to let out the said Unit before possession of the said Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.

34.1 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.

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

35. OTHER PROVISIONS:

35.1 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the Buildings or in the Said Premises or other parts of the said Premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the Buildings and the Said Premises or the sale or transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Allottee, the Promoter is restrained from construction of the Said Premises and/or transferring and disposing of the other units in the Buildings or the Said Premises then and in that event without prejudice to such other rights the Promoter and/or the Land Owner may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Land Owner for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Land Owner.

35.2 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 Flats / Apartments / units and spaces or store-rooms or constructed areas or parking spaces at the said Premises or the Buildings thereof.

35.3 Without prejudice to the aforesaid, in particular the Allottee admit and acknowledge the fact that certain Flats / Apartments on the First Floor and the Second Floor level and/or the Top Floor level of both the blocks shall have the exclusive open to Sky Terrace/ Gardens attached to their respective Flats / Apartments and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.

The Allottee admits and acknowledge that the Allottee has been duly made aware of the fact that the banquet on the Ground floor level, which forms part of the

common areas and installations, cannot under any circumstances be let out or provided or permitted to be used in any manner whatsoever by the Allottees 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 Allottees/ residents of the building on subject to the rules regulations and by-laws governing the same from time to time

- 35.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- 35.5 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 35.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee 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 Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.7. 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 spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said Premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 35.8. Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Premises and the 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 Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to

claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter and/or the Owners exclusively.

The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.

- 35.9 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Land Owner (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or storeys on the roofs for the time being of the Buildings and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenable / habitable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Aliotee's share in the Land comprised in the said Premises and also in the various matters, including in Premises Common Elements shall also stand reduced owing to such construction but the Aliotee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Aliotee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Aliotee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Aliotee shall fully co-operate with the Promoter and the Land Owner (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

- 35.10 Notwithstanding anything elsewhere to 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, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;

- 35.11 The Allottee shall have no claim nor shall under any circumstances claim any right or interest whatsoever or howsoever and in respect of the Owner's Remaining Portion and the construction thereof, which all are excluded by all means from the purview and ambit of this agreement and the Allottee shall have no right title or interest therein **Provided That** in case any of the General Common Elements is situate in the Owner's Remaining Portion, then the Allottee shall be entitled to avail of the facilities thereof in the same manner in which the owners and occupiers of Units in the Owner's Remaining Portion shall be entitled to the facilities of the others of such General Common Elements.
- 35.12 The Promoter shall be entitled to draw the General Common Elements from the Larger Premises to the Residential portion at its own costs and expenses and subject to payment of the proportionate share of all fees, costs, charges, taxes, levies for such General Common Elements to the Land Owner, the Land Owner shall allow the Owners and Occupiers of the New Residential Building to avail the same.
- 35.13 The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.14 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or demembered 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 Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

- 35.15 For obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof (excepting the said Unit), and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
- 35.16 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, **SUBJECT HOWEVER TO** the Promoter being assured of all amounts 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 Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.

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 Allottee hereby consents to the same. At the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter, as applicable, assure to have the said Unit released from any such mortgage and/or charge with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

- 35.16 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 Premises Common Elements are required and to be transferred to the Maintenance Company / Association etc., then the Promoter and/or the Land Owner, 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 Allottees herein) proportionately and the Promoter and/or the Land Owner shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Land Owner fully indemnified with regard thereto;

- 35.17 The Allottee shall be and remain responsible for and indemnify the Land Owner and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owner and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owner 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-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.18 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkeep by and at the costs and expenses of the allottee thereof.
- 35.19 It is expressly agreed understood and clarified that the Allottee herein shall have no connection with the Owner's Remaining Portion or the development thereof in any manner whatsoever **and** notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the owners / occupiers of Flats / Apartments and other constructed areas in the Residential Building and/or the Residential Portion / said Premises (including the Allottee) shall have no connection with the Owner's Remaining Portion or the buildings / developments thereof **Save** to the extent of sharing certain common facilities and utilities, being water supply, drainage, sewerage and transformer, for which they shall be liable for payment of charges as the Promoter / Land Owner / Maintenance In-charge may from time to time decide.

35.20 Inasmuch as the owners and occupiers of Units in Residential Portion / said Premises shall be using and availing the facilities of the General Common Elements, the Allottees shall be obliged to pay to the maintenance charges therefor as be reasonably determined by the Promoter and/or the Land Owner from time to time. NEW

35.21 The project / buildings at the said shall bear the name "**MANI CASA**" unless changed by the Promoter from time to time in its absolute discretion.

35.22 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :

SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNER:

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:**PART-I****(Larger Premises)**

ALL THAT piece and parcel of land containing an area of 13.019 Acres (equivalent to 787 Cottahs 10 Chittacks 17 sft.) more or less situate lying at and being Plot No.IIF/04, Street No.372, Action Area – IIF, New Town (now Jyoti Basu Nagar), Kolkata, Pin Code-700135, under Police Station Rajerhat in the District of North 24 Parganas, West Bengal, Sub-Registration Office - Bidhannagar and shown verged within "BLUE" border on the **First plan** hereto annexed and butted and bounded as follows:

- | | |
|--------------|--|
| On The North | : Partly by municipal street No.372, a 90 Metre (ROW) road and partly by municipal street No.329, a 40 Metre (ROW) road; |
| On The South | : Partly by Plot No.IIF/03 and partly by peripheral canal; |
| On The East | : Partly by said municipal street No.372 and partly by peripheral canal; |
| On The West | : Partly by said municipal street No.372 and partly by Plot No.IIF/03. |

PART-II**(Residential Portion / said Premises)**

ALL THAT the demarcated portion of the said Larger Premises, described in **PART-I** of **this FIRST SCHEDULE** hereinabove written, on its North-Eastern side and the North-Western side containing an area of **4 (four) Bighas** more or less and shown verged within "RED" border on the **First plan** hereto annexed and butted and bounded as follows:

- | | |
|--------------|--|
| On The North | : Partly by municipal street No.372, a 90 Metre (ROW) road and partly by municipal street No.329, a 40 Metre (ROW) road; |
| On The South | : by Plot No.IIF/04; |
| On The East | : Partly by Plot No.IIF/04 and partly by said municipal street |

On The West No.372, a 90 Metre (ROW) road;
 i. Partly by municipal street No.329, a 40 Metre (ROW) road and partly by Plot No.IIF/04.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(said UNIT / APARTMENT)

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 _____ at the said Premises described in Part-II of the First Schedule and shown in the Plan annexed hereto, duly bordered thereon in "Red":

WITH Exclusive Right to use the Open Terrace/s adjoining the said Flat / Apartment containing an area of _____ Square Feet.

WITH the right to park ____ medium sized motor car(s) at such covered parking space in or portions of the Building as be decided and earmarked by the Promoter in its absolute discretion at the time of completion of sale in terms hereof.

WITH the right to park ____ medium sized motor car(s) at such place in the open compound of the said Premises as be decided and earmarked by the Promoter in its absolute discretion at the time of completion of sale in terms hereof.

The Allottee confirms that the Allottee has not acquired or agreed to acquire any motor car/two wheeler/vehicle parking space or right and as such the Allottee shall not park any motor car or any other vehicle in the said Premises.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART - I

(Premises Common Elements)

- (a) Land comprised in the said Premises.
- (ii) Entrance and exit gates of the said Premises.

- (b) Paths passages driveways and ramps 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 Allottee.
- (c) Tugged up Entrance Lobby in the Ground Floor of the Building.
- (d) For each block two staircases with full and half landings and with stair covers on portions of the ultimate roof.
- (e) Ultimate roof of the building with decorations and beautification.
- (f) Residents' Club with well-equipped gymnasium, Swimming pool, Store, Games Room, Meditation/Yoga area, Creche.
- (g) For each Block there will be 2 (two) lifts and a Service Lift alongwith lift shafts and the lobby in front of it on typical floors and with lift machine room and stair cover on the roof.
- (h) Electrical installations with main switch and meter and space required therefore in the building.
- (i) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s for the same.
- (j) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the Common Areas, for operation of lifts and water pump and for supply of power in the Said Unit to the extent of quantum mentioned herein and/or in the other units during power failure.
- (k) Underground Water reservoir.
- (l) Water pump with motor and with water supply pipes to the overhead water tanks for each block and with distribution pipes therefrom connecting to different units.
- (m) Ion removal plant.
- (n) Water waste and sewerage excavation pipes from the units to drains and sewer common to the Building and from there to the municipal drain.
- (o) Fire lighting system.
- (p) Fire pump room.
- (q) Security Room for danwan / security guards in the ground floor of the building.
- (r) Driver's waiting area.
- (s) Common toilets in the Ground Floor.
- (t) Requisite arrangement of Intercom / EPABX with connections to each individual Flat / Apartment from the reception in the ground floor.
- (u) CCTV camera to be installed in the entrance lobby at the ground floor and first floor of the buildings.

- (v) Swimming pool and Kids pool at the podium level.
- (vi) Air-conditioned community hall on the first Floor of the building.
- (x) Garden space at the podium level.
- (y) Boundary walls.

PART-II

(Specifications of construction)

(I) FOUNDATION & STRUCTURE:

The Said Building/s' designed and is being built on R.C.C. foundation resting on deep bored concrete piles and Reinforced Concrete structure with necessary brick work and wood work as per the drawings and specifications provided by the architect complying with IS code.

(II) External & Internal walls:

The External and the internal walls will be built with a combination of Common clay Bricks, fly ash bricks and Reinforced concrete walls.

(III) DOORS: Wooden door frame with 25mm thick flush shutters having spirit polish teak veneer finished on both faces except for kitchen and toilets doors which will have commercial faced inners painted with matching enamel paint. The shutters will be hung with standard Hinges. Entrance door shall have night latch and a magic eye. Bedroom and kitchen doors shall have mortise lock and doorstopper and the toilet doors will have bathroom latch.

(III) WINDOWS: Anodised/ powder coated standard section aluminum or UPVC sliding windows with glass inserts and matching fittings.

(IV) FLOORING:

- (a) The flooring of the Living & Dining, Bedrooms will be finished in vitrified tiles.
- (ii) Ground Floor lift lobby will be laid with Italian marble with matching skirting's.
- (c) Other common area floored with screed concrete.
- (d) Typical floor lobby finished with quality vitrified tiles.

(V) TOILETS:

- (a) Designer ceramic tiles on the walls upto door height and Anti-Skid ceramic tiles on the floor.
- (b) Porcelain sanitary wares of Hindustan/Parryware or equivalent brand.
- (c) Concealed piping system for Hot and cold water line.
- (d) Geysers in Master toilet.
- (e) Stock CP fittings of Jaguar or equivalent make.
- (f) Matching glass mirror, shelf, soap tray and towel rail.

(VI) KITCHEN:

- (a) Granite top cooking platform with one stainless steel sink and drain board.
- (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 punning and exterior surface of wall will be finished with combination of cement/toborous paint, stones and glazing as per architectural drawings.

(VIII) ELECTRICAL WIRING & FITTINGS AND GENERATION POWER:

- (a) Total concealed electrical wiring for all the rooms.
- (b) Air conditioning plug point in all the bedrooms and Living Room.
- (c) Geyser point in all toilets.
- (d) Stipulated light and plug point in dining/ drawing and bedrooms, as per architectural drawings.
- (e) Electrical call bell at main entrance door.
- (f) Telephone point in living room and all bedrooms.
- (g) Compatible wiring which can be hooked up to a cable television network.
- (h) Video door phone at the entrance of the Flat / Apartment/unit.
- (i) Though 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.

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, replating, 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:

PART-I

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

Head	Price
(i) Apartment No. _____ Floor _____; Block _____; Carpet Area _____; Built-up Area _____	Rs. _____
(ii) Preferred Location Charges - _____	Rs. _____
(iii) Preferred Location Charges - Floor Rise;	Rs. _____
(iv) Preferred Location Charges - South Facing;	Rs. _____
(v) exclusive right to use the attached open terrace measuring _____ Sq. Ft.;	Rs. _____
(vi) _____ number and _____ type Car parking at _____ level;	Rs. _____
Add : GST	Rs. _____
	Rs. _____
Less : Discount	Rs. _____
Total:	Rs. _____

(Rupees _____) 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 / Payment Plan]

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of "Mani Enclave Private Limited" or by online payment (as applicable) as follows:

PAYMENT SCHEDULE:

Particulars	% of Total Price (PAYABLE)
On Booking/Agreement	10.00%
On Completion of commencement of piling	10.00%
On completion of Piling	3.00%
On completion of Deck Slab	3.00%
On completion of 1st floor casting	3.00%
On completion of 3rd floor casting	3.00%
On completion of 5th floor casting	3.00%
On completion of 7th floor casting	3.00%
On completion of 9th floor casting	3.00%
On completion of 11th floor casting	3.00%
On completion of 13th floor casting	3.00%
On completion of 15th floor casting	3.00%
On completion of 17th floor casting	3.00%

On completion of 19th floor casting	3.00%
On completion of 21st floor casting	3.00%
On completion of roof casting	4.00%
On brick-work of the said unit being completed	4.50%
On completion of Internal Plaster of the said unit	4.50%
On Completion of Flooring of the said flat	4.50%
On completion of Electrical Wiring	4.50%
On completion of Plaster of Paris inside of flat	4.50%
On completion of Lift Installation for the block of concern flat	4.50%
On possession	10.00%

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Devolution of Title)

- A. West Bengal Housing Infrastructure Development Corporation Limited (hereinafter referred to as "HIDCO") having a state-wide mandate to provide larger supply of developed lands with the immediate focus area being limited to the development of a planned town near Kolkata, the State Government in the Housing Department on behalf of HIDCO acquired lands in the Districts of North 24 Parganas and South 24 Parganas and transferred the ownership to HIDCO conferring on HIDCO the entire responsibilities of developing the infrastructure services therein and also with power to transfer lands by way of sale to the individual persons, Cooperative Housing Societies, Corporate Bodies as well as Statutory Authorities, as the case may be, in order to develop new town as a major hub for residential, industrial, institutional and cultural purposes etc.
- B. By an Indenture of Conveyance dated 26th March 2007 made between HIDCO as vendor therein and Nagus Bengal Estates Private Limited as purchaser therein

and registered with the Additional District Sub-Registrar, Bidhanagar, Salt Lake City in Book I Volume No. 109 Pages 127 to 136 Baring No.1855 for the year 2007, HIDCO for the consideration therein mentioned sold conveyed transferred assigned and assured unto and in favour of Nagus Bengal Estates Private Limited All that the said Larger Premises admeasuring 13 Acres more or less, absolutely and forever. The said Nagus Bengal Estates Private Limited has been converted from a private limited company to a limited liability partnership vide Certificate of Registration on Conversion issued at Delhi on 29th March 2012 by the Registrar for Limited Liability Partnership, Ministry of Corporate Affairs, Government of India.

- C. Subsequently, upon survey and actual measurement, HIDCO found the area of the said Larger Premises to be 13.019 acres instead of 13 acres and vide its letter bearing reference No. C-551/HIDCO/Admin-763/2005 inter-alia informed the Land Owner that the physical area of the said Larger Premises was in excess by 0.019 acre and requested the Land Owner to pay the proportionate price of the additional 0.019 acre land, which amount has since been paid by the Land Owner and the Land Owner has become entitled to 13.019 acres land comprised in the said Larger Premises morefully described in the **First Schedule** hereunder written.

Annexure "A"

- 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 XLJ 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.
 - va) **LARGER PREMISES** shall mean the **All That** the land admeasuring 13.019 Acres (equivalent to 787 Cottahs 10 Chittacks 12 Sft.) more or less situate at Plot No.III/04, Action Area IIF, New Town (now Jyoti Basu Nagar), Kolkata, under Police Station Rajarhat in the District of North 24 Parganas, West Bengal morefully described in **PART-I** of the **FIRST SCHEDULE** and shown verged within "BLUE" border in the First plan annexed hereto.
 - vb) **RESIDENTIAL PORTION / SAID PREMISES** shall mean the demarcated portion of the said Larger Premises on its North-Eastern and North-Western side containing an area of **4 (four) Bighas (equivalent to 80 cottahs)** more or less, more fully and particularly mentioned and described in **PART-II** of the **FIRST SCHEDULE** and shown verged within "RED" border in the First plan annexed hereto, whereat **New Residential Building** is being constructed by the Promoter.
 - vc) **OWNER'S REMAINING PORTION** shall mean the entire remaining demarcated portion of the said Larger Premises containing an area of 707 Cottahs 10 Chittacks 12 Sq. Ft. more or less (i.e. the entirety of the Larger Premises excluding the Residential Portion / said Premises) and shown

verged within "**BROWN**" border in the First plan annexed hereto, which belongs solely and exclusively to the Land Owner as its separate and absolute property and is totally and by all means outside the scope and purview of this agreement or the development of the Residential Portion / said Premises by the Promoter. **It is expressly agreed understood and clarified that the Allottee herein shall have no connection with the Owners's Remaining Portion or the development thereof in any manner whatsoever** Save to the extent of sharing certain common facilities and utilities, being water supply, drainage, sewerage and transformer, for which the Allottee shall be liable for payment of charges as the Promoter / Land Owner / Maintenance In-charge may from time to time decide.

- v) **PROJECT / BUILDING OR BUILDING/S AND/OR NEW BUILDING/ NEW RESIDENTIAL BUILDING** shall mean the **Residential Building** for the time being consisting of a basement, Ground Floor, a common podium on the First Floor and two (2) Twenty Three (23) Upper Floors blocks thereabove namely the Northern Block and Southern Block being constructed by the Promoter at the said Premises (**i.e. at the Residential Portion**) containing several independent and self contained flats / Apartments, parking spaces and other constructed areas, with liberty to the Promoter to modify and/or expand and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same;

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the owners / occupiers of Flats / Apartments and other constructed areas in the Residential Building and/or the Residential Portion / said Premises (including the Allottee) shall have no connection with the Owner's Remaining Portion or the buildings / developments thereat **Save** to the extent of sharing certain common facilities and utilities, being water supply, drainage, sewerage and transformer, for which they shall be liable for payment of charges as the Promoter / Land Owner / Maintenance In-charge may from time to time decide.

- vi) **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 from the Promoter and taken possession of any Unit in the

New Residential Building including the Land Owner and/or the Promoter for those unit and other constructed spaces not alienated by the Promoter and/or Land Owner and/or reserved and/or retained by the Developer and/or the Land Owner for its Own exclusive use and/or not sold by the Land Owner or the Promoter.

- (vii) **PREMISES COMMON ELEMENTS** shall mean the common areas installations and facilities in and for the sold Premises (i.e. excluding the Owner's Remaining Portion) mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the Allottees (being the Allottees of the Residential Portion), to the exclusion of the owners and occupiers of Units in the Owner's Remaining Portion, Subject to such variations or relocations as the Promoter may from time to time make therein in the interest of the new Building.

It is clarified that the Premises Common Elements shall not include the parking spaces, exclusive terraces at different floor levels attached to any particular Flat / Apartment or Flats / Apartments, exclusive greens / gardens attached to any particular Flat / Apartment or Flats / Apartments and other open and covered spaces at the Premises and the Buildings which the Promoter / Land Owner may from time to time express or intend not to be so included in the Premises Common Elements and the Promoter / Land Owner shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- (viii) **GENERAL COMMON ELEMENTS** shall mean and include common areas installations and facilities being water supply, drainage, sewerage and transformer in and for the Larger Premises (including for the Owner's Remaining Portion and/or any portion / segment thereof) and expressed by the Promoter and the Land Owner for common use and enjoyment of the owners and occupiers of Units in both the Residential Portion and Owner's Remaining Portion and/or any portion / segment thereof.
- (ix) **COMMON AREAS AND INSTALLATIONS** shall mean and include both the Premises Common Elements and the General Common Elements.

- ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the said premises and the building thereof 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 upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the said premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xi) **UNITS** shall mean the independent and self-contained Flats / Apartments and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said Premises and wherever the context so permits or intends shall include the store room and/or Parking right and/or attached balcony(ies) / verandah(s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / grounds and/or other properties benefits and rights, if any, attached to the respective Flats / Apartments and also the proportionate undivided share in the premises common elements, attributable thereto.
- xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Basement and the Ground floor of the Building at the said Premises and also the open parking spaces in the open compound at the ground level of the said Premises and also the multi level mechanical parking system (if installed) as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack car parking

(i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its motor car and for that shall do all acts as be necessary (including to remove / shift his / her motor car from time to time as be required).

- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;
- xiv) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any unit in the Building and the area of the balconies / verandah therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and shall also include 50% of the pith area of the attached terrace (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 have the following meaning:

The proportionate share of the Allottee in the **Premises Common Elements** shall be 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 (i.e. Residential Portion).

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 is clarified that the Allottee shall not have any share ownership title or interest in the **General Common Elements** but shall be entitled to common use and enjoyment of the same in the manner elsewhere herein mentioned.

- xv) **SAID UNIT** shall mean the **Residential Flat / Apartment No. ____** on the ____ side on the ____ floor of the ____ block of the Building to be constructed at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-III** of the **THIRD SCHEDULE** and wherever the context so permits shall include the Allottee's proportionate undivided indivisible variable imperible share in the **Premises Common Elements** and further wherever the context so permits shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE** and further wherever the context so permits shall include the exclusive right to use the Open Private Terrace attached to the said Flat / Apartment, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.
- xvi) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 9th August, 2016 registered with ADPR Rajasthan in Book No. 1, CD Volume No. 1523-2017, Pages from 62141 to 62190 being No. 152302133 for the year 2017 entered into between the Land Owner and the Promoter;
- xvii) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 2013 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.
- xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company / Association 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 / Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

- xx) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xxi) **ARCHITECTS** shall mean Agrawal & Agrawal of "Worship House", 2/3, Sevak Baidya Street, Kolkata 700029 or such other Architects as may be appointed by the Promoter from time to time for the project at the said Premises;
- xxii) **ADVOCATES** shall mean Messrs. Sarangi & Company, Advocates of No.28 Kiran Shankar Roy Road, 4th Floor, Kolkata appointed for the said project at the said Premises;
- xxiii) **PLAN** shall mean the plan for the time being sanctioned by the New Town Kolkata Development Authority vide Memo No. 3001/NAODA/Engg.-27/2010 dated 23rd November, 2011 and as modified vide Pin No. R0240037220160729 dated 17th August, 2016, for construction at the Larger Premises, including the New Residential Buildings at the said Premises, and shall include plan for construction of additional floors, Buildings and/or other construction and/or additions at the said Premises and shall also include all sanctionable modifications thereof and/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 Land Owner (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents.

It is expressly agreed understood and clarified that the Promoter and/or the Land Owners intend to apply to the appropriate authorities for modifications / revisions of the Plan and/or for obtaining fresh sanction, including for the matters hereinbelow mentioned, and the Promoter and/or the Land Owner shall be entitled to do so and the Alottee 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 Owner shall be entitled to avail / consume the same by way of additional floors or otherwise..

- i) Number of Basement car parks proposed to be increased from 63 nos to 74 nos.
- ii) Lobby area proposed to be added in basements of both blocks to give access from service lift.
- iii) Additional Store room and Electrical Room proposed to be created at basement level.
- iv) Pump room size proposed to be reduced considerably.
- v) 1st floor podium (open to sky area) shape of the swimming pool proposed to be changed and the size of the pool proposed to be increased, with provision for kids pool to be added.
- vi) Kids play area, planters amphitheatre and other open area activities proposed to be created at the place shown in the sanctioned plan as open terrace.
- vii) Library area on the first floor proposed to be converted into private Doctors Chamber.
- viii) Childrens games room proposed to be converted in Library.
- ix) Toilet and Kitchen location in Community hall on 1st floor proposed to be interchanged.
- x) Some door locations for easy access is proposed.
- xi) One Flat, F type, is proposed to be changed internally only in all 23 floors.
- xii) Entrance of ground floor lobby proposed to be changed from existing east - west To South - North in Block 1 **And** east - west To North - South in Block 2.
- xiii) Additional Meter rooms, Toilets and Grabaqe rooms proposed to be created for common facility.

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

5. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:

- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
- (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the 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 private 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 thereof;
- (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 want of repairs and maintenance of the Buildings and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout. Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
- (d) to use their respective Residential Flats / Apartments 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 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) to install fire fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
- (f) to carryout all float works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the New Town Kolkata Development Authority ("NKDA"), National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
- (g) to use the right of car parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars.
- (h) not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (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 anyone 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 of 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 Buildings save a decent nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Flat / 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 Buildings or any part thereof nor decorate the exterior of the Buildings or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (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, closets, water or soil pipes serving the Buildings 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 Buildings.
- (q) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/ports of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without

prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- (r) not to let out transfer or part with the possession of the right of parking 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 Buildings and none else.
- (s) In case any Open Terrace be attached to any Flat / Apartment, then the same shall be a right 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 buildings);
 - (ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shamas etc.;
 - (iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

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

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

- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car thereat;
- (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person;
- (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
- (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the said 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 buildings and the said premises.
- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owner and the Maintenance In-charge with regard thereto.

- (u) In the event any Allottee has been allotted any store room, 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 store room only for the purpose of storage, as applicable, and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room or part with possession of such store room, independent of his Unit,;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the store room.
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room and shall indemnify and keep saved harmless and indemnified the Land Owner and 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 or any activity which may cause nuisance or annoyance to the Allottees.
- (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.
- Not be entitled to nor permitted to make any structural changes / modification to their respective units or any part thereof Provided that internal finishing work maybe carried out by the Allottees in a lawful manner.

- (x) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns nor 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 to 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 Shambianas etc.
- (z) 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 Owner 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.
- (aa) 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, Kolkata Metropolitan Development Authority, West Bengal Housing Infrastructure Development Corporation Limited (HIDCO), New Town Kolkata Development Authority (NKDA), New Town Electric Supply Company Limited / WBSEB, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owner 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 Owner and the Maintenance In-charge and each of them 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 the part of the Allottees.

- (bb) 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 NKDA / other concerned authorities.
- (cc) 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 for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs. 50/- (Rupees Fifty) only per sq. ft., of the built-up area of such Allottee's Flat / Apartment and shall also forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottee 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.
- (dd) 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 buildings 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 buildings and if so done by any Allottee, Such Allottee shall 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.

- (ee) 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 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 such damage. In addition, such allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and/or the Land Owner and/or other Allottees and shall fully indemnify them and each of them.
- (ff) to bear and pay and discharge exclusively the following expenses and outgoings:-
- i) Municipal rates and taxes and drainage tax/levy and water tax/charge, if any, assessed on or in respect of their respective units directly to the Concerned Authorities Provided That so long as their respective units are not assessed or charged separately for the purpose of such rates and taxes, levy, charges each Allottee shall pay to the Land Owner/Promoter proportionate share of all such rates and taxes, levy and charges assessed on the Larger Premises / said Premises, as be intimated by the Promoter or the Land Owner from time to time;
 - ii) All other taxes, land revenue, impositions, levies, cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Buildings or the said Premises or the larger Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Land Owner and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Buildings or the said Premises / Larger Premises as a whole.

- ii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In charge shall be liable to pay the same to the concerned service provider.
- iv) Charges for enjoying and/or availing power equivalent to 1(One) watt per Square Feet of built-up area of the respective units from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, ANCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee(s) shall pay to the Maintenance In-charge, a maintenance charges calculated @Rs.3/- (Rupees three) only per square foot per month of the sum total of (a) Built-up Area of the said Unit being _____ square feet (b) the estimated proportionate share of the Premises Common Elements attributable to the said Unit being _____ square feet, aggregate of both being _____ Square Feet (herein referred to as "the **Maintenance Chargeable Area**"). 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 taxes levies impositions and/or outgoings proportionately or wholly as the case may be (including Delayal Payment Surcharge as charged by CESC Ltd. / WSSCB from its consumers for the delay payment of its bills).

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

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or with the security guard of the Complex / Building. In case of any discrepancy or dispute that the Allottee may have with regard to such bills, the same shall be sorted out within a reasonable time. Provided That the payment shall not be withheld by the Allottee owing thereto. Any amount payable by the Purchaser directly to any authority shall always be paid by the Allottee within the stipulated due date.
3. It is expressly clarified 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 Building/s and the Premises Common Elements and also the General Common Elements, 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 Premises.

Common Elements and any non user or non requirement thereof shall not be not 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 the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (two 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 (if provided through sub-meter) to the said Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator, club facilities, etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
 - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.
- 4.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc (including disconnection of electricity, water etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owner responsible for the same in any manner whatsoever.
5. Inasmuch as the owners and occupiers of Units in Residential Portion / said Premises shall be using and availing the facilities of the General Common Elements, the Allottees shall be obliged to pay the maintenance charges therefor as be reasonably determined by the Promoter and/or the Land Owner from time to time.