

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 irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncancelled.

III. THE ALLOTTEE 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 Owners'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 hereinabove named have set their respective hands and signed these presents at _____ in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

ALLOTTEE : (Including joint buyers)

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTER :

SIGNED AND DELIVERED BY THE WITHIN NAMED

LAND 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 |

No.372, a 90 Metre (ROW) road;
 On The West : 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 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, 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) Ion 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 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.
- (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, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed in respect of any unit.

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

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

- A. 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, Bidhannagar, 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 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.

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 XLI of 2017).
 - ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
 - iii) **REGULATIONS** shall 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 17 sft.) more or less situate at Plot No.IIF/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, wherost **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 17 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.

- 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(a) **PREMISES COMMON ELEMENTS** shall mean the common areas installations and facilities in and for the said 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.

- vii(b) **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.
- vii(c) **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).

- xii) **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;
- xiii) **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 pirth 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.
- xiv) **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 ADSR Rajarhat 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 Pin 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;

1. **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 authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Buildings and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, 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 fitout 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 in the premises save their units.
- (l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the 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, cisterns, 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.
- (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.
- (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 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 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.
 - 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, AMCs 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.

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