

## Swarnamani Full-HIRA Format Complete Unit Sale Agreement

### AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE ("Agreement")** executed on this \_\_\_\_ day of \_\_\_\_\_, 2019.

### BY AND BETWEEN

**MANI SQUARE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at No.164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata-700054 (having Income Tax Permanent Account No.AABCR3668M), represented by \_\_\_\_\_, 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 and/or assigns), of the **ONE PART**

**AND**

\_\_\_\_\_ hereinafter referred to as "the **ALLOTTEE / PURCHASER**" of the **OTHER PART**:

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

### **WHEREAS:**

- A. Unless, in this agreement, 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 Promoter is the absolute owner of **All That** the Municipal Premises No.163B Manicktala Main Road, Kolkata (formed on amalgamation of the erstwhile Premises No.33A Canal Circular Road and erstwhile Premises No.163B Manicktala Main Road) containing an area of 18 Bighas 15 Cottahs 3 Chittacks 33 sft. more or less, described in the **FIRST SCHEDULE** hereunder written.
- C. Devolution of title of the Promoter to the said Premises is set out in the **SIXTH SCHEDULE** hereunder written.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Premises on which the Project is to be constructed have been completed;
- F. The Kolkata Municipal Corporation has granted permission to construct.
- G. The Promoter has obtained sanction of various plans from Kolkata Municipal Corporation and other concerned authorities and is also in the process of obtaining and/or intends to apply for and obtain sanction of various further plans from Kolkata Municipal Corporation and other concerned authorities as mentioned in the Definition No.\_\_\_\_ (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.\_\_\_\_ (being the definition of Plan) hereinbelow;
- H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration No.\_\_\_\_.

- I. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ for allotment of the **said Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** hereunder written, and also hereinbelow:

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

WITH Exclusive Right to use the Open Private Terrace/s attached to the said Flat containing an area of \_\_\_\_\_ sft, and shown in the **Plan** annexed hereto, duly bordered thereon in "\_\_\_\_\_".

«Ground\_covered\_carparking\_clause»

«Basement\_Carparking\_clause»

«MLCP»

«open\_carparking\_clause»

- 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 title of the Promoter to the said Premises has been examined by the Allottee to his satisfaction and the Allottee agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also seen and inspected the various Plans already sanctioned by the Kolkata Municipal Corporation and also those proposed to be sanctioned, relating to the said Project, and has fully satisfied himself about the validity and all other aspects thereof and agrees and covenants not to raise any objection with regard thereto.

The Allottee also consents and confirms that the Promoter shall be at liberty to have the Plans modified and/or altered from time to time.

The Allottee agrees and consents to the fact that in case at any time additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.

The Allottee is fully aware of the following facts :

- a) That the Promoter has applied to the Kolkata Municipal Corporation for sanction of additional floors to the presently sanctioned **Fifth Block** namely **XANA tower**, and the Allottee is fully aware of the same and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. The Allottee is also aware of the fact and consents and

admits that owing to construction of additional floors / areas as hereinbefore contemplated, the proportionate undivided share of the Allottees in the land underneath the Block (in which the Flat agreed to be purchased by the Allottees is situated) shall be and/or is likely to stand reduced;

b) That the Promoter intends to apply to the Kolkata Municipal Corporation for sanction of a Multi-level Car Parking Block, having a Basement, a Ground Floor and 6 (six) Upper Floors, to be located between the Fourth Block (namely Zarina tower) and the Fifth Block (namely Xana tower), having provision for additional parking of over 250 (two hundred and fifty) motor cars, and the Allottee is fully aware of the same and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same.

**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-I** of the **Fifth Schedule** hereunder written, break up whereof is as follows:

Head	Price
(i) Flat/Apartment No_____, Floor_____; Block-_____, Carpet Area _____; Built-up Area _____;	Rs._____
(ii) exclusive right to use the attached open Private Terrace/s measuring _____ Sq. Ft.;	Rs._____
(iii) _____ number and _____ type Car parking at the covered space in the _____ Floor of the Building;	Rs._____
(iv) _____ number and _____ type Car parking in the open compound of the said Premises;	Rs._____
Add : GST	Rs._____
	<b>Rs._____</b>
<b>Less : Discount on account of GST input credit</b>	<b>Rs._____</b>
<b>Total Price:</b>	<b>Rs._____</b>

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;

(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 underneath the Block in which the said Unit is situated (proportionate share), construction of [not only the Apartment but also ] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, 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 all other facilities, amenities and specifications to be provided within the Apartment and the Project.

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) The fees and/or legal charges of the Advocates for preparation of the Sale Deed to be executed in pursuance hereof and arranging for presentation of the Sale Deed for registration.
- ii) 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.

1.2.3 The Allottee shall deposit and/or keep deposited with the Promoter and/or the Maintenance In-charge a sum calculated @Rs. 35/- (Rupees Thirty-five) only per Square Foot of the sum total of (i) the built-up area of the said Flat No. «Flat\_No» being «builtup» Square Feet and (ii) the area corresponding to the proportionate area of the Allottee in the Common Areas and Installations, being «common» Square Feet derived in the manner mentioned in clause \_\_\_ of Annexure "B" and (iii) 50% of the area of the Sky Balcony (such 50% being «M\_50\_of\_Sky\_Balcony\_area» Square Feet), to remain in deposit with the Promoter and/or the Maintenance In-charge 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** hereunder written) within the due dates and in the manner mentioned hereunder, the Promoter and/or the Maintenance In-charge in its sole discretion and without prejudice to the other rights and remedies available to the Promoter and/or the Maintenance In-charge, be entitled to meet out of the said deposit the amount/s under default.

1.3 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.

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 @ \_\_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II of the Third Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act **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. \_\_\_\_\_** (being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) 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 occupancy / completion certificate (as applicable) 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 within the defined limit 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;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall handover the common areas of the Project to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land underneath the Block in which the said Unit is situated (proportionate share), construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of

providing electric wiring, electrical connectivity to the apartment, 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 all other 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, with prior written intimation and appointment.

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 said unit 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 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.

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only (in short "the **Booking Amount**") as booking amount being part payment towards 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 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 " \_\_\_\_\_ " 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 fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 common areas to the association of the allottees or the competent authority, after receiving the occupancy certificate or the completion certificate or both, 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 bye-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. \_\_\_\_\_** (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 common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project on or before \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the 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 occupancy certificate or 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 as determined by the Promoter/ association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall handover the copy of the occupancy certificate / 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 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. \_\_\_\_ (Rupees \_\_\_\_\_ 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 occupancy / completion certificate (as applicable) 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 common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the promoter shall handover the necessary document and plans including common areas, to the association of Allottees or the competent authority, as the case may be within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

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, with applicable taxes. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation and such refund shall be subject to sale of the Apartment in the meantime by the Promoter and amounts having been received by the Promoter from the new transferee thereof.

## 7.6 **Compensation**

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



Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the 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 Promoter hereby represents and warrants to the Allottee as follows :

(i) The Promoter has absolute, clear and marketable title with respect to the said Land; the 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) The Promoter has made the Allottee aware that the Promoter has obtained loan for construction of the Building Complex from Aditya Birla Finance Limited and Laxmi Vilas Bank by creating charge on the said Premises. 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.

(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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Building and Apartments and common areas;

(vi) The 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 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 Promoter confirms that the 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 common areas to the Association of the Allottees 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 has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the occupancy / completion certificate has been issued and possession of Apartment or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the association of Allottees 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. 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 occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by promoter under the conditions listed above, the Allottee is entitled to the following :

(i) Stop making further payments 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; 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 2 months after notice from the Promoter in this regard, the promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to the Promoter by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and such refund shall be subject to sale of the Apartment by the Promoter and the amounts have been received by the Promoter from the new transferee thereof.

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 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 common areas within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, 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, 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. 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.

The Promoter has agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations 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 Common Areas and Installations 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 in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations).

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

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

**15.2** The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade 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 supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said 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 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 additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, 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 concerned Sub-Registrar / Registrar. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

**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 to consider as properly served on all the Allottees.

31. **SAVINGS :**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the 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 this agreement 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 and 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 of such fee / charge as may be made applicable by the Promoter in their absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:

- i) The Promoter shall not be required to be a party to any nomination transfer or alienation as aforesaid and shall consent to such nomination transfer or alienation only upon being paid the fee / charge as aforesaid;
- 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 Developer 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.

34.1 It is clarified that any change in Allottee's control or ownership (if being a Company or a partnership or an LLP etc.) 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 or in the Project / Housing Complex or the said Premises or the Blocks / Buildings thereat (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 Project / Housing Complex or the said Premises or the Blocks / Buildings thereat or the sale or transfer of the other Units in the Project / Housing Complex is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee, the Promoter is restrained from construction of the Project / Housing Complex or the Blocks / Buildings thereat and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Promoter .

35.2 The Allottee shall not nor be entitled to ask, demand or seek delivery of possession of the said Unit so long the Allottee has not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his obligations and covenants herein contained.

35.3 Save the said Unit, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other units and spaces or constructed areas or parking spaces or the lawns / gardens / greens /open spaces at the said premises.

35.3.1 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain flats on the First Floor level of the **Oriana Block** shall have the exclusive greens / gardens attached to their respective flats and shall have exclusive right of user of the same independent of all others, which greens / gardens shall be created either by demarcating the green on the podium level or by filling up mud from the ground floor till the podium level so that such flats have greens / gardens attached to them, 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 manner whatsoever or howsoever.

35.4 The Allottee admits and acknowledges that the Allottee has been duly made aware of the fact that the banquets on the podium/ first 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 residents of the said Premises and the same is and shall be for the use and enjoyment of the allottees / residents of the Project / Housing Complex only subject to the rules regulations and bye-laws governing the same from time to time.

35.5 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 The Kolkata Municipal Corporation.

35.6 **RIGHTS OF PROMOTER** : Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:

- (a) The Promoter shall have the right to grant to any person the exclusive right to park car in or at the car parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Blocks at the said Premises and also the covered spaces in the ground floor of the Blocks (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 their absolute discretion think fit and proper.



- (b) The proportionate share of the Allottee in various matters referred herein shall be such as be determined by the Promoter and the Allottee shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (c) 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 exclusively.
- (d) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to all future horizontal and vertical exploitation of the Project / Housing Complex / Block/s / Building/s / at the said Premises, including by way of raising further storey or stories on the roof for the time being of the Buildings / Blocks, 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 and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in their absolute discretion may think fit and proper and the proportionate share of the Allottee in the Land underneath the Block and also in the Common Areas And Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter .
- (e) It is expressly agreed understood and clarified that the Promoter or some of them are allottees of some of the adjoining properties and further at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or allottees of any adjoining properties (including those in which the Promoter or any of them may already have interest) on such terms as be agreed by and between the Promoter and the owners of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the **"Enlarged Property Under Development"**) shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the Common Areas And Installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter .
- (f) The Promoter may in their 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.

- 35.7 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 / Blocks 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;
- 35.8 The Allottee shall have no connection whatsoever with the Allottees 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 fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.9 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered 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.
- 35.10 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Building as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Allottee proportionately or wholly as the case may be within 7 days of a demand being made by the Promoter without raising any objection thereto.
- 35.11 The Promoter may already have mortgaged and/or created charge on the said Premises and shall be at liberty to further mortgage and/or create 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.
- 35.12 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 are 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 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.
- 35.13 As soon as the Blocks are constructed from time to time, the Promoter shall insure the same from time to time with any general insurance company and obtain insurance policy covering the liability of any loss or death caused by any defect on the part of the Promoter in the Building. Such policy shall cover the risks extending not less than 90% of the estimated value of only the said concerned Block (and not the land) and cover for five years from the date of possession of the last of the units in the concerned Block. The Association / Maintenance Company, upon its formation, shall be named as beneficiary by the Promoter under such policy of insurance, to which the Allottee hereby expressly consents.
- 35.14 In case upon completion of construction of the said Unit the built-up area thereof varies then the amounts payable hereunder by the Allottee to the Promoter towards consideration money,

deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the built-up area comprised in the said Unit) shall also vary at the rates specified herein and otherwise proportionately.

- 35.15 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. Further, this agreement supercedes all other publications, advertisements, brochures and/or communications of any nature whatsoever. The Allottee acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Promoter or their agents, servants or employees other than what is specifically set forth herein.
- 35.16 Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee shall not be construed as waiver of any breach or non-compliance by the Allottee nor shall the same in any way or manner prejudice the rights to the Promoter .
- 35.17 The Project / Housing Complex shall bear the name “**Swarnamani**” unless changed by the Promoter from time to time at their absolute discretion.
- 35.18 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 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 :**

**WITNESSES TO ALL THE ABOVE:**

- 1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
- 2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_



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

**ALL THAT** the Municipal premises No.163B Manicktala Main Road (formed on amalgamation of the erstwhile Premises No.33A Canal Circular Road and erstwhile Premises No.163B Manicktala Main Road), P.S. Manicktala, Kolkata 700054 containing a land area of 18 Bighas 15 Cottahs 3 Chittacks 33 sft. more or less, inclusive of a water body and/or a tank therein having an area of 4 Cottahs 28 sft. (equivalent to 270.16 Sq.mt.) under Sub-Registration office Sealdah in the District of South 24 Parganas in Ward No. 032 of the Kolkata Municipal Corporation and shown marked within "\_\_\_\_" borders on the **First plan** hereto annexed and butted and bounded as follows:

- On the **North** : Partly by Purbasha Housing Complex and partly by the land with building belonging to West Bengal Housing Board
- On the **South** : Partly each by Premises Nos. 157A, 157 Manicktala Main Road, and partly by Manicktala Main Road and partly by a Private Passage and partly by premises No. 163A and 163D Manicktala Main Road, Kolkata (which is also owned by the Promoter ) and partly by a Private Passage
- On the **East** : Partly by Premises No. 159 Manicktala Main Road, partly by E.M. Bypass
- On the **West** : Partly each by Purbasha Housing Complex and West Bengal Housing Board

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(UNIT)**

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

WITH Exclusive Right to use the Open Private Terrace/s attached to the said Flat containing an area of \_\_\_\_ sft., and shown in the **Plan** annexed hereto, duly bordered thereon in "\_\_\_\_".

«Ground\_covered\_carparking\_clause»

«Basement\_Carparking\_clause»

«MLCP»

«open\_carparking\_clause»

THE THIRD SCHEDULE ABOVE REFERRED TO

PART-I

**(Common Areas and Installations)**

- (a) Land underneath each block / building to be common to respective allottees thereof.
- (b) Entrance and exit gates of the said Premises.
- (c) Properly Landscaped Paths passages and driveways in the said Premises other than those reserved by the Promoter for its 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 Promoter for its exclusive use.

- (d) Double height Entrance Lobby for each of the Block(s).
- (e) Reserved space in the open compound for parking of 6 (six) motor cars for visitors to the flat holders and the Residents' Club.
- (f) Reserved space in the open compound for parking of 2 (two) motor cars for visiting Doctor/s.
- (g) All staircases of the Blocks / Buildings at the Project / Housing Complex (excluding those within duplexes/ connected flats).
- (h) Ultimate roof(s) of the blocks with decorations and beautification.
- (i) Residents' Club "Auerlia" with following facilities;

(j)

<b>Name of Facility</b>	<b>Location/ Block Name</b>
Club Reception	Ground floor of Aldina Block
Gymnasium	Ground floor of Aldina Block
Lounge	Ground floor of Aldina Block
Yoga room	First floor of Aldina Block
Massage Room	First floor of Aldina Block
Acupressure Chakra room	First floor of Aldina Block
Pantry	First floor of Aldina Block
Changing room with steam and sauna of male and female separately	First floor of Aldina Block
Entrance foyer and lobby	Ground floor of Cristana and Block and Oriana Block
Children play area (indoor)	First floor of Oriana Block
Card/ games room	First floor of Oriana Block
Association office	First floor of Oriana Block
Library/ Reading room	First floor of Oriana Block
Pantry	First floor of Oriana Block
Audio-visual room	First floor of Oriana Block
Kids play area (outdoor)	Podium level of Oriana Block
Green lawn	Podium level
Triple height seating area	Cristana Block
Swimming pool with Chawtal and kids pool	Podium level
Chess court	Podium level
Banquet Hall	Podium and ground level
Wooden deck	Podium level
Squash Court	Basement level
Together with the first to third floor of Xana Block housing common facilities for all the five towers	

- Landscaped Garden at the ground level and at the podium level of the said Premises.
- (k) For each Block, there will be 2 (two) passenger lifts and one Goods/ stretcher lift along with lift shafts and the lobby in front of it on typical floors and Lift machine room.
- (l) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and 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.
- (m) Effective Fire fighting system designed to detect and fight fire.
- (n) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
- (o) Latest high capacity ion removal plant for supply of safe ion free water.
- (p) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different flats.
- (q) Underground water reservoir with a pull-on pump installed thereat.
- (r) Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Project / Housing Complex and from there to the municipal drain.
- (s) Security Room for darwan / security guards in the ground floor of the Blocks; Fire Control room at the entrance floor of the Blocks with communication system to all floors and facilities for receiving the message from different floors.
- (t) Common toilets in the Ground Floor.

- (u) Fire pump Room.
- (v) Garbage Chute evacuating in the Garbage Room.
- (w) Requisite arrangement of Intercom/ EPABX with connections to each individual flat from the reception in the ground floor.
- (x) Boundary Walls.
- (y) The outdoor gaming facility will include a Volleyball Court, Badminton Court and netted cricket pitch.
- (z) A decorated and water-scaped waterbody on the North east and south western corner of the premises;
- (aa) Driver's waiting room in the ground floor.
- (bb) Resident's Banquet with a dedicated kitchen and pre-function area.
- (cc) Entire first floor of Block Xana and Zarina spared for community use for the occupiers of Oriana, Christina, Aldina, Zarina and Xana.

**PART-II**  
**(Fittings fixtures and amenities to be provided in the said Unit)**

Sl. No.	Heading	Specifications for the units in:	
		Oriana, Cristina and Zarina and Xana Blocks	Aldina Block
1	<b>FOUNDATION</b>	R.C. foundation resting on cast-in-situ reinforced concrete bored piles complying with IS-2911	R.C. foundation resting on cast-in-situ reinforced concrete bored piles complying with IS-2911
2	<b>SUPERSTRUCTURE</b>	Reinforced concrete framed structure using minimum M30 grade concrete complying with IS-456/IS 1893/ IS 13920 and Fe 500 Steel reinforcement complying with IS-1786	Reinforced concrete framed structure using minimum M30 grade concrete complying with IS-456 /IS 1893/ IS 13920 and Fe 500 Steel reinforcement complying with IS-1786
		RCC structure designed for the highest seismic consideration against zone III as stipulated by code, ensuring better safety	RCC structure designed for the highest seismic consideration against zone III as stipulated by code, ensuring better safety
3	<b>WALLS</b>		
	(a) External Walls	Common Clay bricks/Fly Ash bricks / or reinforced concrete walls	Common Clay bricks/Fly Ash bricks / or reinforced concrete walls
	(b) Internal Walls	Common Clay bricks/Fly Ash bricks / and / or reinforced concrete walls	Common Clay bricks/Fly Ash bricks / or reinforced concrete walls
4	<b>ULTIMATE ROOF</b>		
		Reinforced concrete roof with appropriate waterproofing and an under deck insulation system to the top floor flat	Reinforced concrete roof with appropriate waterproofing and an under deck insulation system to the top floor flat
5	<b>CEILING</b>		
	(a) Living, Dining, Entrance Foyer, Bedrooms, Study, Servants Quarter, Store and other areas	Cement & Sand Plaster with neat POP punning	Fitted with false ceiling duly painted with plastic emulsion paint

Sl. No.	Heading	Specifications for the units in:	
		Oriana, Cristina and Zarina and Xana Blocks	Aldina Block
	(b) Kitchen, Bathrooms, W.C	Cement & Sand Plaster with neat POP punning and Gypsum ceiling in places to cover traps and pipes	Fitted with false ceiling duly painted with plastic emulsion paint
	(c) Lift lobby	Standard POP / Gypsum Board with or without drops and finished in enamel paint	Standard POP/ Gypsum board finished with plastic emulsion paint
	(d) Car Park Areas	Cement & Sand Plaster finished in Cement Paint	Cement & Sand Plaster finished in Cement Paint
	(e) Staircases, M & E services rooms/ shaft and utilities	Cement & Sand Plaster with neat POP punning. Staircases will be finished with two coats of enamel Paint.	Cement & Sand Plaster with neat POP punning. Staircases will be finished with two coats of plastic emulsion Paint.
6	<b>FINISHES -WALLS APARTMENT UNITS</b>		
	(a) Living, Dining, Bedrooms, Study, Entrance Foyer, Store and other areas	Cement & Sand Plaster with neat POP punning	Cement & Sand Plaster with neat POP punning with plastic emulsion paint or textured finish
	(b) Kitchen, Bathrooms, W.C	Kitchen - Designer ceramic tiles upto height of two feet above kitchen counter Bathrooms - Designer ceramic tiles on the walls upto door height	Kitchen – Combination of high quality Granite / imported marble Bathrooms – Blend of imported marble/vitrified designer tiles up to the false ceiling level
	(c) Servants Quarter	Cement & Sand Plaster with neat POP punning	Cement & Sand Plaster with neat POP punning duly painted
7	<b>WALL- EXTERNAL</b>	Cement & Sand Plaster with cement paint and / or texture finish/ or Weather shield paint finish with glazing and GRC cladding as per architectural drawings at designated areas	Cement & Sand Plaster with cement paint and / or texture finish/ or Weather shield paint finish with glazing and GRC cladding as per architectural drawings at designated areas
8	<b>WALL- INTERNAL</b>		
	(a) Corridors, Staircases, Landing and other areas	Cement & Sand Plaster with neat POP punning finished in two coats of enamel Paint	Cement & Sand Plaster with neat POP punning finished in two coats of plastic emulsion Paint
	(b) Car Park Areas	Cement & Sand Plaster finished in Cement Paint	Cement & Sand Plaster finished in Cement Paint
	(c) Ground Floor Entrance Lobby	Cement & Sand Plaster finished in combination of neat POP punning, texture paint and Marble or Granite cladding at designated areas	Cement & Sand Plaster finished in combination of neat POP punning, texture paint and Italian Marble / Granite cladding/ timber panelling at designated areas with proper land/water scaped
9	<b>FLOOR- FOR APARTMENT UNITS</b>		
	(a) Entrance Foyer, Living and dining	(a) Imported marble	(a) Mix of Spanish/Italian marble
	(b) Bedrooms, Study and internal staircase	(b) quality Indian marble of size not less than 5 sq.ft.	(b) Imported marble
	(c) Master Bedroom	(c) wooden / Laminated floor with matching skirting	(c) Italian marble or imported wood
	(d) Bathrooms, W.C	(d) anti-skid ceramic	(d) Imported vitrified tiles
	(e) Kitchen	(e) Quality Indian marble of size not less than 5 sq.ft.	(e) Stain-free imported flooring



Sl. No.	Heading	Specifications for the units in:	
		Oriana, Cristina and Zarina and Xana Blocks	Aldina Block
	(f) Store and Servants Quarter	(f) Quality Indian marble flooring	(f) Quality vitrified tiles flooring
	(g) Sky Balcony	To be done in vitrified floor with patches of green	to be done in solid timber flooring with patches of green
10	<b>FLOOR- COMMON AREAS</b>		
	(a) Staircases including landings and corridors at car park level, and typical floors	(a) Finished in polished Green Marble	(a) Finished in polished Green Marble
	(b) Lift lobby/ Vestibule	(b) Quality marble with matching skirting with or without inlay works at designated areas	(b) Imported marble with matching skirting with or without inlay works at designated areas
	(c) Other common areas	(c) Screed concrete	(c) Screed concrete
11	<b>WINDOWS</b>	(a) Standard section of Anodized/Powder Coated Aluminium and/or UPVC casement with clear toughened glass inserts matching fittings and will be provided with guard bars	(a) Standard section of Anodized/Powder Coated Aluminium and/or UPVC casement with clear toughened glass inserts matching fittings and will be provided with guard bars
12	<b>FITTED DOORS</b>	Salwood door frame with 35mm 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 brass barrel bolts. Entrance door shall have night latch, door knocker and a magic eye. Bedroom and kitchen doors shall have mortise lock and doorstopper and the toilet doors will have bathroom latch.	Teakwood door frame with 35mm 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 brass barrel bolts. Entrance door shall have night latch, door knocker and a magic eye. Bedroom and kitchen doors shall have mortise lock and doorstopper and the toilet doors will have bathroom latch.
13	<b>SANITARY WARES</b>		
		(a) White Porcelain sanitary wares of Kohler/Toto/Roca or equivalent brand	(a) White Porcelain sanitary wares of Kohler/Toto/Roca or equivalent brand
		(b) Water closets – Concealed cistern or flush valve	(b) Water closets – Concealed cistern or flush valve

Sl. No.	Heading	Specifications for the units in:	
		Oriana, Cristina and Zarina and Xana Blocks	Aldina Block
		(c) Standard hand basin with ceramic pedestal.	(c) Standard hand basin with ceramic pedestal.
14	<b>CP FITTINGS</b>	(a) Concealed piping system for Hot and cold water line.	(a) Concealed piping system for Hot and cold water line.
		(b) Geysers in all toilets.	(b) Geysers in all toilets.
		(c) Shower cubicle in master toilet.	(c) Shower cubicle in all toilets.
		(d) Sleek CP fittings of Jaguar or equivalent make.	(d) Sleek CP fittings of Hans Grohe /Grohe/TOTO/ Kohler or equivalent make.
		(e) Matching glass mirror, shelf, soap tray and towel rail	(e) Matching glass mirror, shelf, soap tray and towel rail
15	<b>PIPING SYSTEM</b>	Dual piping system	Dual piping system
16	<b>KITCHEN</b>	(a) Black granite top cooking platform with one stainless steel sink and drain board.	(a) Black granite top cooking platform with one stainless steel sink and drain board.
		(b) Cooking Gas bank / piped gas.	(b) Cooking Gas bank / piped gas.
		(c) Aqua Guard Water Filter.	(c) Reverse Osmosis Water Filter.
			(d) Geyser
		(d) Dual source of water supply	(e) Dual source of water supply
17	<b>TV/ TELEPHONE POINTS</b>	Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms. Telephone points in all living room and bedrooms	Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms. Telephone points in all living room and bedrooms
17	<b>LIGHTNING PROTECTION</b>	Lightning Protection- In compliance with IS 2309	Lightning Protection- In compliance with IS 2309
18	<b>WATER PROOFING</b>	Water proofing to floors of kitchen, Bathrooms, W.C., Balcony, Planter Boxes, Terraces, Landscape Deck, Ultimate Roof, Pool and Open terraces	Water proofing to floors of kitchen, Bathrooms, W.C., Balcony, Planter Boxes, Terraces, Landscape Deck, Ultimate Roof, Pool and Open terraces
19	<b>DRIVEWAY</b>	(a) Reinforced concrete slab with hardener to carpark, / driveway	(a) Reinforced concrete slab with hardener to carpark, /driveway
		(b) Stone and/or paver block and/or bituminous compound	(b) Stone and/or paver block and/or bituminous compound
		(c) Duly finished greeneries at designated places around driveway	(c) Duly finished greeneries at designated places around driveway
20	<b>AIR CONDITIONING</b>	The drawing, dining and bed rooms will be equipped with centralised VRF air-conditioning system;	The drawing, dining and bed rooms will be equipped with centralised VRF air-conditioning system; Temperature control in each room
21	<b>FIRE SUPPRESSION &amp; DETECTION</b>	(a) Provision of adequate fire fighting system with wet risers and fire sprinklers connected to Fire Reservoir.	(a) Provision of adequate fire fighting system with wet risers and fire sprinklers connected to Fire Reservoir.

Sl. No.	Heading	Specifications for the units in:	
		Oriana, Cristina and Zarina and Xana Blocks	Aldina Block
		(b) Evacuation points and refuge platforms for human safety as per regulation	(b) Evacuation points and refuge platforms for human safety as per regulation
		(c) Smoke detectors and fire sprinklers in common areas and flats.	(c) Smoke detectors and fire sprinklers in common areas and flats.
		(d) Both way Public Address system at all floors	(d) Both way Public Address system at all floors
22	<b>ELECTRICAL WIRING &amp; FITTINGS</b>	(a) All bedrooms fitted with ceiling fans;	(a) All bedrooms fitted with ceiling fans;
		(b) Total concealed electrical wiring for all the rooms provided with electrolytic copper conductors;	(b) Total concealed electrical wiring for all the rooms provided with electrolytic copper conductors;
		(c) Geyser point in all toilets and kitchen;	(c) Geyser point in all toilets and kitchen;
		(d) Stipulated light and plug (5/15 amp) point in dining/drawing and bedrooms, as per architectural drawings;	(d) Stipulated light and plug (5/15 amp) point in dining/drawing and bedrooms, as per architectural drawings;
		(e) Electrical call bell at main entrance door;	(e) Electrical call bell at main entrance door;
		(f) Telephone point in living room and all bedrooms;	(f) Telephone point in living room and all bedrooms;
		(g) Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms;	(g) Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms;
		(h) Connection of Intercom/EPAX with the Reception & Security, and with all other apartments of the complex.	(h) Connection of Intercom/EPAX with the Reception & Security, and with all other apartments of the complex.
23	<b>POWER &amp; BACKUP</b>	(a) 24 x 7 Power	(a) 24 x 7 Power
		(b) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 1 (one) Watt per Square foot of the built-up area of the said Unit controlled by electric circuit breaker.	(b) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 2 (two) Watts per Square foot of the built-up area of the said Unit controlled by electric circuit breaker.
		(c) Instant change over between mains and auto synchronised DG set	(c) Instant change over between mains and auto synchronised DG set
24	<b>SECURITY</b>		
		(a) CCTV monitoring for all common areas	(a) CCTV monitoring for all common areas
		(b) All Flats will be equipped with interactive burglar/security alarm system with switch installed in all bedrooms and near the entrance door in the living/ dining.	(b) All Flats will be equipped with interactive burglar/ security alarm system with switch installed in all bedrooms and near the entrance door in the living/ dining.

Sl. No.	Heading	Specifications for the units in:	
		Oriana, Cristina and Zarina and Xana Blocks	Aldina Block
		(c) Video door phone at the entrance of the flat.	(c) Video door phone at the entrance of the flat.

It has been agreed that the Promoter will finish the kitchen and the bathroom with special finishes / fittings as mutually agreed upon.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:  
(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Blocks / Project / Housing Complex and enjoyed or used by the allottees in common with each other, main entrance and exit gates, landings and staircases of the said Blocks / Project / Housing Complex and enjoyed by the allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Project / Housing Complex / said Premises so enjoyed or used by the allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the Residents' Club or the air-conditioned hall etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the Project / Housing Complex / Blocks and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **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 Allottee to the Promoter for sale of the said Unit shall be as follows:-

Head	Price
(i) Flat/Apartment No_____, Floor_____; Block-_____, Carpet Area _____; Built-up Area _____;	Rs._____



On Possession of the Unit	_____% of the Consideration

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**  
**(Devolution of Title)**

The said Premises was formed consequent to amalgamation of the erstwhile Premises No.33A Canal Circular Road and erstwhile Premises No.163B Manicktala Main Road, both of which were owned by the Promoter.

Devolution of Title to both the said erstwhile Premises No.33A Canal Circular Road and the said erstwhile Premises No.163B Manicktala Main Road are set out in **Part-I and Part-II of this Schedule** hereinbelow:

**PART-I**  
**(Devolution of Title pertaining to the**  
**erstwhile premises No.33A Canal Circular Road)**

\_\_\_\_\_ SET OUT \_\_\_\_\_

**PART-II**  
**(Devolution of Title pertaining to the**  
**erstwhile premises No.163B Manicktala Main Road)**

\_\_\_\_\_ SET OUT \_\_\_\_\_

**Annexure "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 means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- (iv) **SECTION** shall means a section of the Act.
- (v) **PREMISES / SAID PREMISES** shall mean the Municipal Premises No.163B Manicktala Main Road, Kolkata (formed on amalgamation of the erstwhile Premises No.33A Canal Circular Road and erstwhile Premises No.163B Manicktala Main Road) containing an area of 18 Bighas 15 Cottahs 3 Chittacks 33 sft. more or less, morefully and particularly mentioned and described in **the FIRST SCHEDULE** hereunder written.
- (vi) **PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean the residential building complex named "**Swarnamani**" for the time being proposed to consist of **5 (five)** buildings / blocks (containing flats / apartments / units and other constructed areas) and 1 (one) Multi-Level Car Park (MLCP) Block (containing car parking spaces and other constructed areas) at the said Premises.

**Three Blocks** namely (i) **ALDINA tower**, (ii) **CRISTANA tower** and (iii) **ORIANA tower** have already been constructed and completed by the Promoter at portions of the said Premises (being portions of the erstwhile Premises No.33A Canal Circular Road) and completion certificate in respect thereof has already been issued by the Kolkata Municipal Corporation.

Plan for construction of the **Fourth Block** namely **ZARINA tower** at the \_\_\_\_\_ portion of the said Premises (more specifically at the \_\_\_\_\_ portion of the erstwhile premises No.33A Canal Circular Road) has been sanctioned by the Kolkata Municipal Corporation having a Ground Floor and 32 Upper Floors vide Permit No.\_\_\_\_ dated \_\_\_\_\_ and the Promoter has undertaken the construction thereof.

Plan for construction of the **Fifth Block** namely **XANA tower** at the \_\_\_\_\_ portion of the said Premises (more specifically at the \_\_\_\_\_ portion of the erstwhile premises No.163B Manicktala Main Road) has been sanctioned by the Kolkata Municipal Corporation having a Basement, a Ground Floor and 26 Upper Floors vide Permit No.\_\_\_\_ dated \_\_\_\_\_ and the Promoter has undertaken the construction thereof.

The Promoter has applied to the Kolkata Municipal Corporation for sanction of additional floors to the presently sanctioned **Fifth Block** namely **XANA tower**, and the Allottee is fully aware of the same and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same.

The Promoter intends to apply to the Kolkata Municipal Corporation for sanction of a Multi-level Car Parking Block, having a Basement, a Ground Floor and 6 (six) Upper Floors, to be located between the Fourth Block (namely ZARINA tower) and the Fifth Block (namely XANA tower), having provision for additional parking of over 250 (two hundred and fifty) motor cars, and the Allottee is fully aware of the same and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same.

- (vii) **ALLOTTEES** according to the context shall mean the persons who for the time being, own any Unit in the Project / Housing Complex or have agreed to purchase the same and have taken possession thereof (including the Promoter for those units and other constructed spaces not alienated by the Promoter and/or reserved and/or retained by the Promoter for its own exclusive use).
- (viii) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the Project / Housing Complex / Premises mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed by the Promoter for common use and enjoyment of the Allottees of the Project / Housing Complex;

**It is clarified that** the Common Areas and Installations shall not include the car parking spaces (including MLCP Block), roofs / terraces / balconies at different floor levels attached to any particular flat or flats as dealt with herein, exclusive greens / gardens attached to certain number of flats on the first floor level as dealt with herein, and other open and covered spaces at the Premises and the Project / Housing Complex which the Promoter may from time to time express or intend not to be so included in the common areas and installations, and the Promoter shall in its absolute right deal therewith to which the Allottee hereby consents;

**It is further clarified that** the development of the said Premises having been undertaken by the Developer in Phases under different plans, not all of the Common Areas and Installations may be available for use till such time the development of the entire Project / Housing Complex is completed, and only thereafter shall all the Common Areas and Installations shall be available for use, which fact the Allottee is aware of and hereby acknowledge.

- (ix) **COMMON EXPENSES** shall mean and include all expenses for the maintenance management upkeep and administration of the premises and the Project / Housing Complex and in particular the Common Areas and Installations and rendition of common services in common to the allottees and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** hereunder written) to be borne paid contributed and shared by the Allottees.
- (x) **COMMON PURPOSES** shall mean and include the purposes of managing maintaining and upkeeping the Project / Housing Complex and the premises and in particular the Common Areas and Installations rendition of common services in common to the allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the allottees 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 and/or units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Project / Housing Complex at the said Premises and wherever the context so permits or intends shall include *interalia* the Car Parking Space/s and/or roof/s and/or terrace/s / sky balcony and/or exclusive gardens / greens, if any, attached to the respective flat(s) and also the proportionate undivided share in the Common Areas And Installations (including proportionate undivided share in the Land underneath the concerned Block), attributable thereto.
- (xii) **PARKING SPACES** shall mean covered car parking spaces in or portions of the Basement and the Ground Floor of the Buildings / Blocks in the Project / Housing Complex/ said Premises and also the open car parking spaces in the open compound of the Project / Housing Complex / said Premises and also the Multi-Level Car Park (MLCP) Block at a portion of the said Premises as also in the Mechanical Car Park at the Project / Housing Complex / said Premises as expressed or intended by the Promoter at their sole discretion for parking of motor cars.



- (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 plinth area of any unit (including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column 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). **It is clarified that** in calculating the built up area of any unit, the area of the concerned Flat and the 50% area of the Sky Balcony attached thereto, if any, shall be taken into consideration.
- (xv) **PROPORTIONATE OR PROPORTIONATELY** according to the subject or context shall mean the following:
- a) where it refers to the share of the Allottee in the Land underneath the Block in which the Flat agreed to be purchased by the Allottee is situated, the same shall mean the proportion in which the built up area of the said Unit may bear to the built up area of all the Units in such Block;
  - b) where it refers to the share of the Allottees in the Common Areas and Installations or the Common Expenses and other matters related to Common Purposes, the same shall mean the proportion in which the built up area of the said Unit may bear to the built up area of all the Units in the Project / Housing Complex;
- 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).
- (xvi) **SAID UNIT / APARTMENT** shall mean the Flat No. «Flat\_No» on the «floor» floor of the «Block» Block at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written **and wherever the context so permits** shall include the triple height Sky Balcony attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations, attributable to the said Flat, **and further wherever the context so permits** shall include the Allottee's said Share in the Land underneath the Block, attributable to the said Flat, **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the car 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 Terrace attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.
- (xvii) **ASSOCIATION / MAINTENANCE COMPANY** shall mean a company, society, association of persons or any other body that may be formed of the Co-owners for the Common Purposes, having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Promoter.

- (xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- (xix) **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 this agreement irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- (xx) **ARCHITECTS** shall mean M/s Raj Agrawal & Associates, 8B Royd Street, Kolkata 700016 or such other Architects as may be appointed by the Promoter from time to time for the project;
- (xxi) **ADVOCATES** shall mean Messrs. \_\_\_\_\_ of \_\_\_\_\_ or such other Advocates as may be appointed by the Promoter for the project;
- (xxii) **PLAN** shall mean and include the following:

Plans for construction of **Three Blocks** namely **(i) ALDINA tower, (ii) CRISTANA tower and (iii) ORIANA tower** at portions of the said Premises (being portions of the erstwhile Premises No.33A Canal Circular Road) were duly sanctioned by the Kolkata Municipal Corporation, construction whereof has already been completed by the Promoter and completion certificate in respect thereof has already been issued by the Kolkata Municipal Corporation.

Plan for construction of the **Fourth Block** namely **ZARINA tower** at the \_\_\_\_\_ portion of the said Premises (more specifically at the \_\_\_\_\_ portion of the erstwhile premises No.33A Canal Circular Road) has been sanctioned by the Kolkata Municipal Corporation having a Ground Floor and 32 Upper Floors vide Permit No.\_\_\_\_ dated \_\_\_\_\_ and the Promoter has undertaken the construction thereof.

Plan for construction of the **Fifth Block** namely **XANA tower** at the \_\_\_\_\_ portion of the said Premises (more specifically at the \_\_\_\_\_ portion of the erstwhile premises No.163B Manicktala Main Road) has been sanctioned by the Kolkata Municipal Corporation having a Basement, a Ground Floor and 26 Upper Floors vide Permit No.\_\_\_\_ dated \_\_\_\_\_ and the Promoter has undertaken the construction thereof.

The Promoter has applied to the Kolkata Municipal Corporation for sanction of additional floors to the presently sanctioned **Fifth Block** namely **XANA tower**, and the Allottee is fully aware of the same and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. The Allottee is also aware of the fact and consents and admits that owing to construction of additional floors / areas as hereinbefore contemplated, the proportionate undivided share of the Allottees in the land underneath the Block (in which the Flat agreed to be purchased by the Allottees is situated) shall be and/or is likely to stand reduced.

The Promoter intends to apply to the Kolkata Municipal Corporation for sanction of a Multi-level Car Parking Block, having a Basement, a Ground Floor and 6 (six) Upper Floors, to be located between the Fourth Block (namely ZARINA tower) and the Fifth Block (namely XANA tower), having provision for additional parking of over 250 (two hundred and fifty) motor cars, and the Allottee is fully aware of the same and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same.

Definition of Plans shall also mean and include all sanctionable modifications to the sanctioned plans and/or alterations thereto as may be made from time to time by the Promoter.

- (xxiii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- (xxiv) 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, her or their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee be a Hindu Undivided Family, then its members / coparceners for the time being and 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 and their respective successors heirs legal representatives executors administrators;
  - (d) In case the Allottee be a Company, then its successors or successors-in-office;

**Annexure "B"**

1. As a matter of necessity, the Allottee, in using and enjoying the said Unit and the Common Areas and Installations binds himself and covenants to observe fulfill and perform the rules regulations obligations covenants and restrictions as may be made applicable by the Maintenance In-Charge from time to time 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 and in particular those mentioned herein:
  - (a) The Allottee shall regularly and punctually pay to the Maintenance In-Charge, with effect from the Deemed Date of Possession / Date of Commencement of Liability, the amounts expenses and outgoings as are mentioned in this agreement including, inter alia, the following:
    - (i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to The Kolkata Municipal Corporation Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the premises in which the said Flat of the Allottee is situated;
    - (ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Project / Housing Complex or the said Premises as a whole and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to the said Unit and proportionately in case the same relates to the concerned Block or the said Premises.
    - iii) Electricity charges for electricity consumed in or relating to the said Unit and until a separate electric meter is obtained by the Allottee for his Unit, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in the said Unit from its own existing sources and the Allottee shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Unit at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
    - iv) Charges for enjoying and/or availing power in excess of 1(one) Watt per square foot of the built up area of the Unit in case of **Cristana Block, Oriana Block, Zarina Block and Xana Block** and 2(two) Watts per square foot of the built up area of the Unit in case of **Aldina Block**, if (subject to availability) provided to the Allottee of the said Unit by the Maintenance In-charge from the common Generator to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, 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** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.3.50/- (Rupees Three and paise fifty) only per square foot per month of the sum total of (i) the built-up area of the said Flat No. «Flat\_No»; (ii) the area corresponding to the proportionate area of the Allottee in the Common Areas and Installations derived in the manner mentioned hereinbelow and (iii) 50% of the area of the Sky Balcony, if any

attached to the said Flat No.«Flat\_No», which areas are totalling to «Total\_area\_for\_sec\_dep» Square Feet. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.

While calculating the area corresponding to the Allottee's proportionate undivided area in the Common Areas and Installations under sub-clause (v) hereinabove, the Promoter has taken into account (i) the built-up area of the said Flat No. «Flat\_No» and 50% of the area of the Sky Balcony attached to the said Flat No.«Flat\_No», if any, (ii) the built-up area of all the other Flats in the said Project / Housing Complex and 50% of the areas of all the Sky Balconies attached to all the other Flats, if and as applicable, (iii) the area of all the Common Areas and Installations, other than the top (ultimate) roof of the said building and (iv) 40% of the built-up area of such top (ultimate) roof of all the Blocks in the Project / Housing Complex. All such areas have been taken as per present estimates according to the Plans presently sanctioned and in case upon construction of the Building or upon modification / addition / alteration to the presently sanctioned plans, the areas taken into account as aforesaid vary, then the said area corresponding to the Allottee's proportionate area of the Allottee in the Common Areas and Installations shall also vary and payments under sub-clauses (v) hereinabove and also in Clause 1.2.3 of the foregoing Agreement shall be made according to such final area. **It is expressly agreed** that the Certificate of the Architect as regards the areas of the Unit(s), the Common Areas and Installations etc., shall be final and binding upon the parties hereto.

- vi) 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 rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).

Unless otherwise expressly mentioned elsewhere herein, all payments mentioned hereinabove shall be made within 7<sup>th</sup> day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letter box in the concerned Block earmarked for the said Unit.

- (b) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
- (c) 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;
- (d) 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 Housing Complex 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;

- (e) to use their respective flats 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;
- (f) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars (i.e. not exceeding the size of "Maruti Esteem" make).
- (g) not to use the ultimate roof of the Building / Blocks 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.
- (h) 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.
- (i) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things therein or thereat or in any other common areas of the premises.
- (j) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
- (k) 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 / Blocks save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Co- Promoter shall open out any additional window or any other apparatus protruding outside the exterior of his flat / unit.
- (l) 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.
- (m) not to alter the outer elevation of the Buildings / Blocks / Housing Complex or any part thereof nor decorate the exterior of the Buildings / Blocks / Housing Complex 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.
- (n) 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 Housing Complex nor allow or permit any other person to do so.
- (o) 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 Housing Complex.
- (p) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Housing Complex in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Housing Complex 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.

- (q) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the flats 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 to any other Promoter of flat in the Housing Complex and none else.
- (r) In case any Sky Balcony be attached to any flat, then the same shall be a property appurtenant to such flat and the ownership and the right of use and enjoyment thereof shall always travel with such flat 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 Sky Balcony independently (i.e. independent of the flat owned by such Allottee in the said Housing Complex);
  - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Sky Balcony;
  - iii) The Allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
- However, the Allottee thereof may convert such Sky Balcony into a roof garden lawfully without in any manner affecting the structural stability of the Housing Complex.
- (s) 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.
- (t) 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 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.
- (u) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Housing Complex 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 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 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.

- (v) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The Kolkata Municipal Corporation.
  - (w) to observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance Company from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned above shall be made within 7<sup>th</sup> day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottees shall be deemed to have been served upon the Allottees, in case the same are left in their respective Units or in the letter boxes in the ground floor of the Buildings / Blocks earmarked for their respective Units.
  3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building/s / Housing Complex and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other co-owners proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
  4. In the event of any of the Allottees failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Allottee, such defaulting Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% ( percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
    - (i) disconnect the supply of electricity to the unit of the defaulting Allottee;
    - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.,) to the defaulting Allottee and his / her / its / their employees, servants, visitors, guests, tenants, licensees and/or his / her / its / their unit;
    - (iii) to demand and directly realise rent and/or other amounts becoming payable to the defaulting Allottee by the tenants or licensees or other occupant in respect of the unit of the defaulting Allottee.
  - 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, 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.