

Mr. Avinash Chosh / Mrs. Manasi Mazumder

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Dated : 06 - April - 2018

**SUB: PRE-ALLOTMENT of Flat No : F on Floor No.: 4 , in Bally Imperia admeasuring Super builtup area of 1130 Sq.ft (more or less) in BALLY IMPERIA , an upcoming residential housing project on Delhi Road, Bally , Howrah**

Dear Sir / Madam,

This is in reference to your application dated 26/Mar/2018 for booking / allotment of the said flat at our above project and further to your payment of token advance please find enclosed the following for your perusal:

- 1- Detailed Price Computation cum Payment Schedule
- 2- Money Receipt ( 2 Nos ) of your token advance
- 3- Intimation for Installment ( your next due payment )

We would be obliged to receive your payments as per the due dates.

Your referring ID for the project is - B192-00001-36. Kindly quote the same in all your future correspondences.

We hereby request you to kindly acknowledge and return us the duplicate copy of all the enclosures attached herewith duly signed as agreed and accepted.

However please feel free to get in touch with us for any further assistance / queries required by yourself.

Looking forward to welcome you as a proud member of the BALLY IMPERIA FAMILY.

Thanking You

Yours faithfully

For INTRAMALE COPRAM PROPERTIES LLP

Authorized Signatory

**This is a computer generated and verified document hence requires no signatures.**

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

## BY AND BETWEEN

**BHAIRAMAL GOPIRAM PROPERTIES LLP** (PAN: AACFB9880B) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at Bally Durgapur, Subarnamukha, PO Samdihaypally, Howrah-711205, and its Office at No 100, Ho Chi Minh Salam, Ground Floor, PS Shakespeare Sarani, Kolkata 700071, represented by \_\_\_\_\_ hereinafter referred to as "the **PROMOTER/VENDOR**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **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 Promoters are the absolute owner of **All That** the the land containing an area of 1 Bigha more or less situate lying at and comprised in R.S. Dig No.2903, recorded in R.S.Khatun Nos 9619, 9621, and 9623, Mouza Bally, [J. No.14, District Howrah, under Bally Durgapur Abhinagar Gram Panchayat, PS Nischinda (formerly Bally), Delta Road, Pin 721205, described in the **FIRST SCHEDULE** hereunder written. Devolution of title of the Promoter to the said Premises is set out in the **SIXTH SCHEDULE** hereunder written.
- C. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- D. 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.
- E. The Howrah Zilla Panchad has granted permission to construct vide approval dated \_\_\_\_\_ bearing registration no. \_\_\_\_\_.
- F. The Promoter has obtained the sanctioned plan for the Project from Kolkata Municipal Corporation and other concerned authorities as mentioned in the Definition No. \_\_\_\_\_ (being the definition of Plan) herebelow. 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) herebelow.
- G. 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. \_\_\_\_\_.

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

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

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

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

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

- f) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- g) 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;
- h) 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;
- i) 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-1 above;
- M) 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 Plan for the time being sanctioned by the authorities relating to the said Building 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. It is clarified that in case 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.

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

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 and that owing to construction of additional floors / areas, the proportionate undivided share of the Allottee in the land and also in the Common Areas and Installations shall be and/or is likely to stand reduced, in which event the Allottee shall not claim any reduction / abatement in the consideration or other amounts payable by the Allottee.

**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 1:

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

| Head  | Price            |
|---|------------------|
| (i) Plot Apartment No. _____,<br>Floor _____, Carpet Area _____,<br>Built up Area _____, Chargeable Area _____, | Rs. _____        |
| (ii) exclusive right to use the attached open Private<br>Terrace s. : Roof measuring _____ Sq. Ft.,             | Rs. _____        |
| (iii) _____ number and _____ type Car parking<br>at the covered space in the Ground Floor of the<br>Building,   | Rs. _____        |
| (iv) _____ number and _____ type Car parking<br>in the open compound of the said Premises;                      | Rs. _____        |
| (v) _____ number Two Wheeler parking in the<br>Ground Floor of the Building;                                    | Rs. _____        |
| Add - GST _____   | Rs. _____        |
|   | <b>Rs. _____</b> |
| (vi) Discount on account of GST input credit _____  | Rs. _____        |
| <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 (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) Legal Documentation Charges of the Advocates, Sarangi & Co., for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof, which shall be Rs.12,000/= (Rupees Twelve Thousand) only for Two Bedroomed Flats/apartments and Rs.15,000/= (Rupees Fifteen Thousand) only for Three Bedroomed Flats/apartments, out of which 50% shall be paid by the Allottee to the said Advocates on or before the execution hereof and the balance 50% on or before the Date of Commencement of Liability or the date of execution of the sale deed in respect of the said Unit, whichever be earlier, plus applicable GST;
- ii) The Electrical & Generator Charges calculated at the rate of Rs.100/= (Rupees one hundred) only per Square Foot of the Chargeable Area of the said Flat/Apartment;
- iii) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Flat/Apartment and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Flat/Apartment shall be that of the Allottee;
- iv) Rs. \_\_\_\_\_ as Advance Maintenance Charges, alongwith applicable GST, to the Promoter / Maintenance Company / Association (as the Promoter may direct);
- v) Rs. \_\_\_\_\_ as Refundable Security Deposit as herembelow mentioned to the Promoter / Maintenance Company / Association (as the Promoter may direct);
- vi) 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.

1.3. 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 scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted in 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 which 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 in the Apartment as mentioned below:

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

iii. 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.

iv. That the computation of the price of the Apartment includes recovery of price of land (proportionate share), construction of (not only the Apartment but also) 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.

v. 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 right (if any), Balcony / Verandah / Open Terrace / exclusive open space for garden (if any) etc., as applicable, shall be treated as a single indivisible unit for all purposes.

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

2. **Procedure for taking possession** – The Promoter upon obtaining the occupancy certificate of 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 earned 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 until to execute or cause to be executed any Sale Deed or other instrument(s) 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, agrees 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.

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 1 above.

3. **Failure of Allottee to take Possession of Apartment** : Upon receiving a written intimation from the Promoter as per para 2.2, 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 2.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 2.2 and all other outgoings.

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 Chargeable 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 law.

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.

#### 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) There are no encumbrances upon the said Land or the Project. However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter 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 \_\_\_\_\_ consecutive months after notice from the Promoter in this regard, the promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to the Promoter by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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 mentioned 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 or 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 (ie. says 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 or 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 to 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 basements and service areas, if any, as for and within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements 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 tenable repair and maintain the same in a fit and proper condition and ensure that the support structure of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, building thereon or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the 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 group 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, NBFC's 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/her 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 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 compensatory 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 Allottee.

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 an 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 in 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 promisor 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 in the office of the Sub Registrar At \_\_\_\_\_. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

## 29. NOTICES

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinafter or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post with on the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

## 30. JOINT ALLOTTEES

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

## 31. SAVINGS :

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

rights and interests of the Allottee under the Agreement for sale or under the Act or the rules or the regulations made thereunder.

## 42 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.

## 43 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.

## 44 RESTRICTIONS ON ALIENATION:

Before taking actual physical possession of the said Unit in terms of clause 4 hereinafore and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever, after expiry of a period of 12 (twelve) months from the date hereof ("Lock in Period"); and then too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a fee / charge calculated @ Rs 30 ± (Rupees thirty only) per Square Foot of the Chargeable Area of the said Unit or such other fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:

- (a) The Promoter 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 Promoter in writing of the full particulars of such nominee / transferee;
- (iv) Under no circumstances, the Allottee shall be entitled to let out the said Unit before possession of the said Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- (v) All stamp duty and registration charges, legal fees and other charges and outgoings as may be occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.

44.1 It is clarified that any change in Allottee's control or ownership of 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.

44.2 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.

## 45 OTHER PROVISIONS:

- 15.1 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the building or the said premises or the sale or transfer of the other Units in the building 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 Building 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.
- 15.2 The Allottee shall not 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.
- 15.3 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 in the said premises.
- 15.3.1 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain flats/apartments may have the exclusive greens / gardens / open terraces / roofs attached to their respective flats/apartments and shall have exclusive right of user of the same independent of all others, and the Allottee shall have no claim nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in manner whatsoever or howsoever.
- 15.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the concerned authorities.
- 15.5 The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy (not for other purposes) the side, front and back open spaces surrounding the building at the premises and also the covered spaces in the Building including car parking spaces but not the one expressly provided for to the Allottee under this Agreement, in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 15.6 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.
- 15.7 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or allottees of adjoining properties 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

- 35.8 The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining/contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and facilities comprised in such adjoining/ contiguous property.
- 35.10 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 said Premises lawfully, including by way of raising further story or stories on the roofs for the time being of the Building/s 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 its absolute discretion may think fit and proper and the Allottee's share 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 Allottees 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.
- 35.11 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, cooling plants or installations of any nature on the roofs for the time being of the Building/s or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper and realise and appropriate all sale proceeds rents profits etc., without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same.
- 35.12 The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.13 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.

- 5.15 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 or 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.
- 5.16 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and 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. **NOTWITHSTANDING** 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 the loan and/or financial assistance which may be obtained by the Allottee from such bank and/or financial institution.
- 5.21 The building shall bear the name "**Bally** \_\_\_\_\_" unless changed by the Promoter from time to time at their absolute discretion.
- 5.22 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

**IN WITNESS WHEREOF** parties herenaboves named have set their respective hands and signatures to this Agreement for Sale at \_\_\_\_\_ in the presence of attesting witness, signing as such on the date hereinafter 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 \_\_\_\_\_

## SCHEDULES

### THE FIRST SCHEDULE ABOVE REFERRED TO:

(said Premises)

All That the piece and parcel of land containing an area of 1 Bigha, be the same a little more or less situate lying at and comprised in R.S. Dag No.2903, recorded in R.S. Khatian Nos 9619, 9621 and 9623, in Mouza Bally, J.L. No.14, Police Station Nischinda (formerly Bally), in the District of Howrah, Pincode-711205 under Bally Durgapur Abhaynagar Gram Panchayat. The said Premises is butted and bounded as follows:

|              |   |   |
|--------------|---|---|
| on the East  | : | By 25ft wide Common Passage;                |
| on the North | : | By plot of Etone India (P) Ltd;             |
| on the South | : | By the National Highway No.2 bye pass Road; |
| on the West  | : | By the land of Shree Gita Saw Mill,         |

### THE SECOND SCHEDULE ABOVE REFERRED TO:

(UNIT)

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

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

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

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

### THE THIRD SCHEDULE ABOVE REFERRED TO PART-I

(Common Areas and Installations)

- a) Land comprised in the said Premises.
- b) Lobbies, common passages and staircase of the Building/s and common paths in the Premises
- c) Lifts, lift machinery and lift pits.
- d) Common drains, sewers and pipes.
- e) Common water reservoirs, water tanks, water pipes (save those inside any Flat) and deep tube wells appurtenant to the Building/s.
- f) Wires and associates for lighting of Common Areas of the Building/s.
- g) Pumps and motors.
- h) Fire fighting equipment in the Building/s
- i) Electric line & Transformer.
- j) Generator.
- k) Furniture's, , Children's Play area, Landscaped Garden, AC Community Hall, Indoor Games, Air Conditioned Gym

(I) Transformer & Generator

**PART-II**  
**(Specifications of construction of the Said Unit)**

|                 |   |
|-----------------|---|
| Structure       | RCC Frame Structure   |
| Doors           | Quality Salwood frames and ISF Phenol bonded flush doors. Everready Laminated entrance main door fitted with night latch and hatch-bolt & tower bolt for all doors. |
| Windows         | Aluminium windows   |
| Living / Dining | Flooring - Vitrified Tiles  |
| Bedrooms        | Flooring - Ceramic Tiles  |
| Kitchen         | Flooring - Ceramic Tiles  |
|                 | Counter - Granite Platform with Stainless Steel Sink & Ceramic Tiles upto 2 feet height above counter.  |
| Internal Wall   | P.O.P   |
| Floors          | Flooring - Anti Skid Ceramic Tiles  |
|                 | Wall Tiles - Wall Dados in Ceramic Tiles upto 6 feet height.  |
|                 | Sanitary wares - White branded fittings   |
|                 | C.P fittings - Superior quality fittings  |
| Electrical      | Concealed Copper Wiring with latest switches, AC Point in master bedroom  |
|                 | Telephone cable & Intercom point in living / dining   |
|                 | 400 watts of backup power for every 2 BHK apartment and 500 watts of backup power for every 3 BHK apartment   |
| Exterior        | Latest durable outer finish   |
| Units           | Passenger Lifts of reputed make   |

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

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, whitewashing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (i.e. not inside any unit) walls of the Buildings.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the light of the Common Areas & Installations of the Premises.
7. **Rates and Taxes:** All Taxes, surcharge, Multistoried Building/s Tax, Water Tax, Road revenue, Stamp and other levies in respect of the Building/s and/or the Premises save those separately assessed on the Allottee.



8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
9. **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            |
|--|------------------|
| a) Flat: Apartment No. _____<br>Floor _____; Carpet Area _____;<br>Built-up Area _____; Chargeable Area _____; | Rs. _____        |
| an exclusive right to use the attached open Private Terrace & Roof measuring _____ Sq. Ft.;                    | Rs. _____        |
| an _____ number and _____ type Car parking in the covered space in the Ground Floor of the Building;           | Rs. _____        |
| an _____ number and _____ type Car parking in the open compound of the said Premises;                          | Rs. _____        |
| a) _____ number Two Wheeler parking in the Ground Floor of the Building;                                       | Rs. _____        |
| Add: GST   | Rs. _____        |
|  | <b>Rs. _____</b> |
| Less: Discount on account of GST input credit  | Rs. _____        |
| <b>Total Price:</b>  | <b>Rs. _____</b> |

(Rupees \_\_\_\_\_) only

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

**PART-II**  
**(Installments / Payment Plan)**

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinaabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of **BHAIRAMALL GOPIRAM PROPERTIES LLP** or by online payment (as applicable) as follows:

**PAYMENT SCHEDULE**

|                |   |
|----------------|---|
|                |   |
| Booking Amount | 10% of the Consideration (including Initial Token Amount) |
| On Agreement   | 20% of the Consideration (including Booking Amount)       |



2. By a Deed of Conveyance dated 20<sup>th</sup> June 1986 made between the said Subhas Chandra Mittal therein referred to as the Vendor and the Balwant Singh and Surjit Singh, therein referred to as the Purchasers and registered with the Additional District Sub-Registrar, Howrah in Book No.1 Volume No.11 Page Nos.409 to 422 Being No.72<sup>nd</sup> for the year 1986, the said Subhas Chandra Mittal for the consideration therein mentioned granted sold conveyed and transferred unto and to the **Balwant Singh and Surjit Singh, All That** the piece or parcel of land containing an area of **10 (ten) Cottahs 9 (nine) Square feet** more or less situate lying at and being a divided and demarcated portion of **R.S.Dag No.2903**, recorded in **R.S.Khatian Nos.9619, 9621 and 9623** in Mouza Bally, J.L.No.14, under Police Station Bally, Revenue Survey No.1767, Group No.191/B/1, under Bally Durgapur Anchal Gram Panchayet I, in the District of Howrah (hereinafter referred to as "**the said First Property**"), absolutely and forever.
3. That the said Balwant Singh and Surjit Singh got their names mutated at the office of B.L. & LRO Bally Jagachia under Mutation Certificate Memo Nos.2840/B/15 and 2841/B/15 both dated 4<sup>th</sup> September 2013, respectively for an area of 0.082<sup>nd</sup> Acres each in respect of the First Property.
4. By a Deed of Conveyance dated 20<sup>th</sup> June 1986 made between the said Subhas Chandra Mittal therein referred to as the Vendor and Dewaki Sharma and Smt. Darmawati Sharma (herein referred to as the Purchasers and registered with the Additional District Sub-Registrar, Howrah in Book No.1 Volume No.11 Page Nos.423 to 446 Being No.728 for the year 1986, the said Subhas Chandra Mittal for the consideration therein mentioned granted sold conveyed and transferred unto and to the said Dewaki Sharma and Smt. Darmawati Sharma **All That** the piece or parcel of land containing an area of **9 (nine) Cottahs 15 (fifteen) Chittacks 34 (thirty-four) Square feet** more or less situate lying at and being a divided and demarcated portion of **R.S.Dag No.2903**, recorded in **R.S.Khatian Nos.9619, 9621 and 9623** in Mouza Bally, J.L.No.14, under Police Station Bally, Revenue Survey No.1767, Group No.191/B/1, under Bally Durgapur Anchal Gram Panchayet I, in the District of Howrah (hereinafter referred to as "**the said Second Property**"), absolutely and forever.
5. The said Dewaki Sharma, a Hindu, died intestate on 7<sup>th</sup> January 2010 leaving him survived by wife, Smt. Darmawati Sharma, his three sons namely, Bharat Bhushan Sharma, Kamal Kumar Sharma and Manoj Kumar Sharma and two daughters namely, (Smt.) Sumita Kumar Sharma and (Smt.) Sumita Sharma as his only heirs/heiresses and legal representatives in respect of his undivided half share in the said Second Property.
6. Subsequently, the said Smt. Darmawati Sharma got her name mutated at the office of B.L. & LRO Bally, Jagachia under Mutation Certificate Memo No.591/B/16 dated 25<sup>th</sup> January 2016 for an area of 0.0321 Acres each under each Khatian Nos.9619, 9621 & 9623 and the said Bharat Bhushan Sharma, Kamal Kumar Sharma, Manoj Kumar Sharma, (Smt.) Sumita Kumar Sharma and (Smt.) Sumita Sharma also got their names mutated at the office of B.L. & LRO Bally, Jagachia under Mutation Certificate Memo Nos.612/B/16, 613/B/16, 614/B/16, 616/B/16 and 615/B/16 respectively, all dated 25<sup>th</sup> January 2016, for an area of 0.0046 Acres each under each Khatian Nos.9619, 9621 & 9623, with regard to the said Second Property.
7. By a Deed of Conveyance dated 29<sup>th</sup> April 2016 registered in the office of the Additional District Sub-Registrar, Howrah, in Book No.L Volume No.0502-2016, Pages 786<sup>th</sup> to 787<sup>th</sup>00 Being No.050202878 for the year 2016 and made between **Balwant Singh and Surjit Singh** (herein referred to as the Vendor of the one part and M/s. Bharamall Gopiram Properties LLP (a registered firm, therein referred to as the Purchaser of the other part, the Vendor (sellers), Balwant Singh and Surjit Singh for the consideration therein mentioned granted sold conveyed and transferred unto and to the said M/s. Bharamall Gopiram Properties LLP, **ALL THAT** one piece and parcel of land containing an area of **10 (ten) Cottahs 9 (nine) Square feet** more or less situate lying at and being a divided and demarcated portion of **R.S.Dag No.2903**, recorded in **R.S.Khatian Nos.9619, 9621 and 9623**, in Mouza Bally, J.L. No.14, in the District of Howrah, absolutely and forever hereinafter for the sake of brevity referred to as "**the First Property**".

- 8) By another Deed of Conveyance dated 23<sup>rd</sup> May 2016 registered in the office of Additional District Sub Registrar, Howrah, in Book No.L, Volume No.0502 2016, Pages 89636 to 89638 Being No.050203278 for the year 2016 and made between Smt. Darnawati Sharma, Bharat Bhosan Sharma, Kamal Kumar Sharma, Manoj Kumar Sharma, (Smt.) Sarita Kumar Sharma and (Smt.) Sumita Sharma therein referred to as the Vendor or the First Part and M/s. Bhairamall Gopiram Properties LLP, therein referred to as the Purchaser of the Other part, the said Smt. Darnawati Sharma, Bharat Bhosan Sharma, Kamal Kumar Sharma, Manoj Kumar Sharma, Smt./ Sarita Kumar Sharma and (Smt.) Sumita Sharma for the consideration therein mentioned granted sold conveyed and transferred unto and to the said M/s. Bhairamall Gopiram Properties LLP, **ALL THAT** the piece and parcel of land containing an area of **9 (nine) Cottahs 15 (fifteen) Chittacks 34 (thirty-four) Square feet** more or less situate lying at and being a divided and demarcated portion of **R.S.Dag No.2903**, recorded in R.S.Khatai Nos 9619, 9621 and 9623, in Mouza Bally, J.L. No.14, in the District of Howrah, absolutely and forever hereinafter for the sake of brevity referred to as "the **Second Property**".
- 9) In the events aforesaid, M/s. Bhairamall Gopiram Properties LLP became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner & say it to **ALL THAT** the said First Property and Second Property, both aggregating (more) Bigha more or less situate lying at and comprised in R.S. Dag No 2903, recorded in R.S. Khatai Nos 9619, 9621 and 9623, in Mouza Bally, J.L. No.14, Police Station Nischinda, in the District of Howrah, absolutely and forever; hereinafter referred to as "the said **Premises**" and more fully and particularly mentioned and described in the **FIRST SCHEDULE** heretobove.
- 10) Subsequently, the said M/s. Bhairamall Gopiram Properties LLP got its name recorded in the office of BI & LRO Bally, Jagacha under Mutation Certificate Memo No 714 BI 16 dated 1<sup>st</sup> February 2017 for an area of 0.3309 Acres under Khatai Nos 9619, 9621 & 9623.
- 11) Subsequently, the said M/s. Bhairamall Gopiram Properties LLP also got the aforesaid land converted to Commercial (Housing Complex) and conversion certificates under Memo Nos S-29/280/16/1489/1(5)/SDLS/HOWRAH, S-29/280/16/1490/1(5)/SDLS/HOWRAH, S-29/281/16/1491/1(5)/SDLS/HOWRAH, S-29/282/16/1492/1(5)/SDLS/HOWRAH, S-29/283/16/1493/1(5)/SDLS/HOWRAH, S-29/284/16/1494/1(5)/SDLS/HOWRAH, S-29/285/16/1495/1(5)/SDLS/HOWRAH and S-29/286/16/1496/1(5)/SDLS/HOWRAH all dated 25<sup>th</sup> November 2016 have been issued by office of the Sub-Divisional Land and Land Reforms Officer, Sadar Howrah with regard thereto.

## 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 XLII of 2017)
- (ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- (iii) **REGULATIONS** shall 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 land containing an area of 1 Bigha more or less situate lying at and comprised in R.S. Dag No.3909 recorded in R.S.Khatian Nos.9619, 9621, and 9623, Mouza Bally, J.L. No.13, District Howrah, under Bally Durgapur Abhaynagar Gram Panchayat, P.S.Nischinda (formerly Bally), Delhi Road, Pin-721205, morefully and particularly mentioned and described in the **FIRST SCHEDULE** to these presents and wherever the context so permits shall include the building thereat.
- (vi) **PROJECT / BUILDING / NEW BUILDING** shall mean the new residential building named "\_\_\_\_\_ " under construction at the said Premises, for the time being containing several independent and self contained flats/apartments, parking spaces and other constructed areas.
- (vii) **ALLOTTEES** according to the context shall mean the persons who for the time being, own any Unit in the Building 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 them and/or reserved and/or retained by them for their own exclusive use).
- (viii) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas, installations and facilities in and for the premises mentioned and specified in **PART-I** of the **THIRD SCHEDULE** to these presents and expressed by the Promoter for common use and enjoyment of the Allottees **BUT** shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular flat or flats/apartments, exclusive greens / gardens attached to any particular flat or flats/apartments, and other open and covered spaces, at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations.
- (ix) **COMMON EXPENSES** shall mean and include all expenses for the maintenance management upkeep and administration of the premises and the building and in particular the Common Areas and Installations and rendition of common services in common to the allottees and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** to these presents) to be borne paid contributed and shared by the Allottees.

- xi) **COMMON PURPOSES** shall mean and include the purposes of managing, maintaining and upkeeping the building 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.
- xii) **UNITS** shall mean the independent and self-contained flats/apartments and/or units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / Parking Space/s and/or roof/s and/or terrace/s and/or exclusive gardens / greens, if any, attached to the respective flat and also the proportionate undivided share in the common areas and installations, attributable thereto.
- xiii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Building at the premises and also the open parking spaces in the open compound at the ground level of the premises as expressed or intended by the Promoter at its sole discretion for parking of motor cars.
- xiv) **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;
- xv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building (including the area of the balconies thereon and/or attached thereto and also 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).
- xvi) **CHARGEABLE AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the Building and the Premises, **it being clarified that** in case of units having exclusive right to use any Open Private Terraces / Roof attached thereto, then one-half of the area of such Open Private Terraces / Roof shall be taken into consideration for arriving at the Chargeable Area of such unit.
- xvii) **PROPORTIONATE OR PROPORTIONATELY** according to the subject or context shall mean the proportion in which the Chargeable Area of any Unit may bear to the Chargeable Area of all the Units in the said building **PROVIDED THAT** where it refers to the share of the allottees 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 thereof).
- xviii) **SAID APARTMENT/UNIT** shall mean the Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the Building to be constructed at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** to these presents, with attached balconies / verandah / store room (if any), with fittings and fixtures to be provided therein by the Promoter as mentioned in



**PART-II** of the **THIRD SCHEDULE** to these presents and wherever the context so permits shall include the allottee's's proportionate undivided indivisible variable impartible share in the Common Areas and Installations and further wherever the context so permits shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE** and further wherever the context so permits shall include the exclusive right to use the Open Private Terrace / Roof 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**.

- xviii) **MAINTENANCE COMPANY** shall mean any Company incorporated under any provision of the Companies Act, 1956 or an Association or a Syndicate or a Committee or a Society or a Firm or any other Entity that may be formed by the Promoter for the common purposes having such rules, regulations, byelaws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xix) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and at such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xx) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of this agreement irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xxi) **ARCHITECTS** shall mean M/s. Raj Agarwal & Associates at 8B, Royd Street, 2<sup>nd</sup> Floor, Kolkata 700016 or such other Architects as may be appointed by the Promoter from time to time for the project.
- xxii) **ADVOCATES** shall mean Messrs. Samoy & Company of No.74 Kibor Shankar Roy Road, 9<sup>th</sup> Floor, Kolkata appointed by the Promoter for the project.
- xxiii) **PLAN** shall mean the plan for construction of the Building for the time being sanctioned by the Howrah Zilla Parishad vide Building Permit No.150/032/HZP/EP dated 21/07/2017. Plan shall also include all future sanctions and/or sanctionable modifications of the plans as be sanctioned from time to time and/or additions and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents.
- xxiv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

- (xxv) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**. Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- (xxvi) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his/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. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT.** As a matter of necessity, the Ownership and enjoyment of the units by Allottees shall be considered with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees shall be bound and obliged:
  - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
  - (b) to observe fulfil and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
  - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for work of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
  - (d) to use their respective flats/apartments (and utility rooms etc.) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
  - (e) to 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 " " make).
  - (f) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
  - (g) 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.
  - (h) 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 thereon or in any other common areas of the premises.
  - (i) not to claim any right whatsoever or howsoever over any unit or portion of the premises save their units.
  - (j) not to put any nameplate or letter box or neon sign or board in the common areas or on the outside wall of the Building save a letter-box at the place on 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 Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his flat / unit.
  - (k) 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.

- (l) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) 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 Building nor allow or permit any other person to do so.
- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the flats/apartments agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats/apartments to any other owner of flat in the Building and none else.
- (q) In case any Open Private Terrace / Roof be attached to any flat, then the same shall be a property / right (as applicable) appurtenant to such flat 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 allotteethereof in relation thereto:
  - i) The allotteethereof shall not be entitled to sell convey transfer or assign such Open Private Terrace / Roof independently (or independent of the flat owned by such allottee in the said building).
  - ii) The allotteethereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Private Terrace / Roof nor cover the same in any manner, including *Shamianas* etc.;
  - iii) The allotteethereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - iv) The allotteethereof not convert the same into a garden or add weight thereto by bringing in mud or soil or any other material or do any act deed or thing which could affect the structural stability of the building. However, the allotteethereof may decorate the same with reasonable quantity of potted plants.
- (r) In the event any Allottee has been allotted any car parking space within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
  - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim Ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
  - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking

- Space as tenant, lessee, caretaker, licensee or otherwise in part with possession of such Parking Space, independent of his Unit, to any person;
- (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save in the allotted Parking Space;
  - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said building and the said premises.
  - (vi) The Allottee shall remain liable for payment of all rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- (8) In the event any Allottee has been allotted any servant's quarter, whether jointly with the flat or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such servant's quarter only for the purpose of residence of his servant and for no other purpose whatsoever,
  - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such servant's quarter or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter, independent of his Unit;
  - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters,
  - (iv) The Allottee shall remain liable for payment of all rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto,
- (i) not to carry on or cause to be carried on any obnoxious injurious, dangerous hazardous illegal or immoral deed or activity in or through their units,
  - (ii) not to slaughter or kill any animal in any area (including common areas parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise,
  - (iii) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner,
  - (iv) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc,
  - (v) not to fix or install air conditioners in their respective flat save and except in places where provision has been made by the Promoter installation of the same; In case of and in the event any Allottee installs air conditioner/s in any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to a Rs.200/- (Rupees Two

hundred) only per sq. ft., of the super built up area of such Allottee's flat and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective flats/apartments approved by the Promoter and shall further ensure that all water discharged by the said air conditioning units is drained within their respective flats/apartments.

- (x) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @ Rs.200/- (Rupees two hundred) only per sq. ft. of the super built up area of such Allottee's flat. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Allottee.

- (xi) not to make in the flat any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default, the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to @ Rs.500/- (Rupees five hundred) only, per sq. ft., of the super built up area of the concerned flat.

- (xii) 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 it may suffer or incur due to any non compliance, non performance, default or negligence on their part.

(b) 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 Municipal, Zilla Parishad, Kolkata Metropolitan Development Authority (KMDA), 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 as or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter 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 Company and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that it may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.

- (c) 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 concerned authorities.

- (dd) to bear and pay and discharge exclusively the following expenses and outgoings:-
- i) All rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to the authorities. Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the Promoter / Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Premises. Each Allottee shall also be liable for payment of proportionate share of land revenue and khajana payable in respect of the said Premises;
  - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said Premises as a whole;
  - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meter is obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to the supplier thereof.
  - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Flat Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using, enjoying and/or availing any other utility or facility if exclusively in or for their respective units, wholly and if in common 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 Third Schedule to these presents) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Re.1.50/- (Rupees one and paise fifty) only per square foot per month of the Chargeable Area of their respective units. 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.
  - vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be including Delayed Payment Surcharge as charged by the supplier from its consumers for the delay payment of its bills).
- (e) 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.



- 3.

all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottees shall be deemed to have been served upon the Allottees, in case the same are left in their respective Units or in the letter boxes in the ground floor of the Building earmarked for their respective Units.

4. In the event of any of the Allottees failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, 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, water etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.

**NOTES for Client:**

Formatting etc., to be done at your end. Please check facts and figures. Highlighted / commented portions to be checked by you. Document drawn in short period and hence not revised.

August 31, 2018.

12/05 BallyImperia\_Full-HIRA-Format\_Complete\_UnitSaleAgreement-2 31-8-18



**SALE DEED**

**THIS INDENTURE** executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

## BY AND BETWEEN

**BHAIRAMAL GOPIRAM PROPERTIES LLP** (PAN: AAAD1390804) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at Bally Durgapur, Saranahatnala, P.O. Sambhuyipally, Howrah-711205, and Care Office at No.00: 1 to Chh Muli Sarani, Ground Floor, B.K. Shakespeare, Sarani, Kolkata-700071, represented by \_\_\_\_\_ hereinafter referred to as "the **PROMOTER/VENDOR**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-title and/or nominees and 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 these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** herein shall have the meaning assigned to them as therein mentioned.
- B. The Promoter is the absolute owner of **All That** the the land containing an area of 1 Bigha more or less situate lying at and comprised by R/S Dgt No.203, recorded as R/S Chanan Nos.9619, 9621, and 9623, Mouza Bally, J.L. No.11, District Howrah, under Bally Durgapur Abhaynagar Gram Panchayat, P.S.Nuchinda (formerly Bally), Delhi Road, Pin-721205, described in the **FIRST SCHEDULE** hereunder written. Devolution of title of the Promoter to the said Premises is set out in the **FIFTH SCHEDULE** hereunder written.
- C. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and \_\_\_\_\_ has issued completion certificate vide \_\_\_\_\_ dated \_\_\_\_\_.
- D. By an Agreement for Sale dated \_\_\_\_\_ and **registered** with the \_\_\_\_\_ in \_\_\_\_\_, the Promoter agreed to sell and transfer to the Allottee **All That the said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superseded by these presents.
- E. The construction of the said Apartment is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on \_\_\_\_\_.
- F. The Promoter has duly complied with its obligations contained in the said Sale Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.
- G. The Allottee has now requested the Promoter to convey the said Apartment in favour of the Allottee.

- ii. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Promoter to the said Premises;
  - (ii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.
  - (iii) The workmanship and quality of construction of the said Apartment and the Project, including the structural stability of the same.
  - (iv) The total area comprised in the said Apartment / Unit.
  - (v) The Completion Certificate;
  - (vi) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.

**I. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge), the Promoter doth hereby grant sell convey transfer release assign and assure unto and to the Allottee **ALL THAT** the said Apartment / Unit described in the **SECOND SCHEDULE TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations.

**II. THE PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE** as follows:

- i) The interest which the Promoter professes to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment / Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment / Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Promoter.
- iii) The Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment / Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association / Maintenance Company, the Promoter unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the

Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

**III. THE ALLOTTEE DOTH HEREBY COVENANT WITH THE PROMOTER** as follows:

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

4 **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

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

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

3. The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the concerned authorities.
4. The building shall bear the name "**Bally Imperia**" unless changed by the Promoter from time to time at their absolute discretion.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE** (including joint buyer)

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

**WITNESSES TO ALL THE ABOVE:**

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

## SCHEDULES

### THE FIRST SCHEDULE ABOVE REFERRED TO:

(said Premises)

**All That** the piece and parcel of land containing an area of 1 Bigha, be the same a little more or less situate lying at and comprised in R.S. Dag No.2903, recorded in R.S. Khatai Nos.9619, 9621 and 9623, in Mouza Bally, J.L. No.14, Police Station Nischinda (formerly Bally), in the District of Howrah, Pincode-711205 under Bally Durgapur Abhaynagar Gram Panchayat. The said Premises is bounded and bounded as follows:

|                     |   |
|---------------------|---|
| on the <b>East</b>  | By 25ft wide Common Passage,                |
| on the <b>North</b> | By plot of Etone India (P) Ltd.,            |
| on the <b>South</b> | By the National Highway No.2 bye pass Road, |
| on the <b>West</b>  | By the land of Shree Gita Saw Mill,         |

### THE SECOND SCHEDULE ABOVE REFERRED TO:

(UNIT)

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

**Comment [a1]:** change in case of commercial space

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

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

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

### THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Installations)

**Comment [a2]:** Client to check

- a) Land comprised in the said Premises.
- b) Lobbies, common passages and staircase of the Building/s and common paths in the Premises.
- c) Lifts, lift machinery and lift pits.
- d) Common drains, sewers and pipes.
- e) Common water reservoirs, water tanks, water pipes (save those inside any flat) and deep tube wells appertenant to the Building/s.
- f) Wires and associates for lighting of Common Areas of the Building/s.
- g) Pumps and motors.
- h) Fire fighting equipment in the Building/s.
- i) Lawn with paved paths.
- j) Electric line & Transformer.
- k) Generator.

- l) Furniture's, fittings & fixtures at Badminton Court, Children's Play area, Landscaped Garden, AC Community Hall, Indoor Games, Air Conditioned Gym & Children Splash Pool.
- m) HT Transformer & Generator
- n) Jogging Track.

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

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building/s.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises.
7. **Rates and Taxes:** All Taxes, surcharge, Multistoried Building/s Tax, Water Tax, land revenue, Khajana and other levies in respect of the Building/s and/or the Premises save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz: manager, caretaker, clerks, security personnel, bhimen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
9. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

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

- f) That under and by virtue of a Deed of Conveyance dated 27<sup>th</sup> December, 1977, registered in Book No.1, Volume No.12, pages 118 to 129, **Being No.175** for the year 1978 at the office of Sadar Joint Sub-Registrar, Howrah, one Prasanta Kumar Basu the Court Liquidator attached to The High Court of Calcutta in his capacity as Receiver in the bouncing company Suit No.1585 of 1958 (wherein Calcutta National Bank Ltd in liquidation) for the consideration therein mentioned sold, transferred and conveyed, in favour of one Subhas Chandra Mital **All That** the piece or parcel of land containing an area of One Bigha more or less situate lying at and being a divided and demarcated portion of **R.S.Dag No.2903**, recorded in **R.S.Khatian Nos.9619, 9621 and 9623** in Mouza Bally, J.L.No.14, under Police Station Bally, Revenue Survey No.1767, Topo No.191/B/1, under Bally Durgapur Anchal Gram Panchayat I, in the District of Howrah, absolutely and forever.



2. By a Deed of Conveyance dated 20<sup>th</sup> June 1986 made between the said Subhas Chandra Mittal therein referred to as the Vendor and the Balwant Singh and Surjit Singh, therein referred to as the Purchasers and registered with the Additional District Sub-Registrar, Howrah in Book No.1 Volume No.11 Page Nos.409 to 422 Being No.727 for the year 1986, the said Subhas Chandra Mittal for the consideration therein mentioned granted sold conveyed and transferred unto and to the **Balwant Singh and Surjit Singh, All That** the piece or parcel of land containing an area of 10(ten) Cottahs 9(nine) Square feet more or less situate lying at and being a divided and demarcated portion of **R.S.Dag No.2903**, recorded in **R.S.Khatian Nos.9619, 9621 and 9623** in Mouza Bally, J.L.No.14, under Police Station Bally, Revenue Survey No.1767, Town No.191/B/1, under Bally Durgapur Anchal Gram Panchayat-I, in the District of Howrah (hereinafter referred to as "the said **First Property**"), absolutely and forever.
3. That the said Balwant Singh and Surjit Singh got their names mutated at the office of B.L. & L.R.O Bally Jagacha under Mutation Certificate Memo Nos.2840/BJ/15 and 2841/BJ/15 both dated 4<sup>th</sup> September 2013, respectively for an area of 0.0827 Acres each in respect of the First Property.
4. By a Deed of Conveyance dated 20<sup>th</sup> June 1986 made between the said Subhas Chandra Mittal therein referred to as the Vendor and Dewaki Sharma and Smt. Darnawati Sharma, therein referred to as the Purchasers and registered with the Additional District Sub-Registrar, Howrah in Book No.1 Volume No.11 Page Nos.423 to 436 Being No.728 for the year 1986, the said Subhas Chandra Mittal for the consideration therein mentioned granted sold conveyed and transferred unto and to the said Dewaki Sharma and Smt. Darnawati Sharma **All That** the piece or parcel of land containing an area of **9 (nine) Cottahs 15 (fifteen) Chittacks 34 (thirty-four) Square feet** more or less situate lying at and being a divided and demarcated portion of **R.S.Dag No.2903**, recorded in **R.S.Khatian Nos.9619, 9621 and 9623** in Mouza Bally, J.L.No.14, under Police Station Bally, Revenue Survey No.1767, Town No.191/B/1, under Bally Durgapur Anchal Gram Panchayat-I, in the District of Howrah (hereinafter referred to as "the said **Second Property**"), absolutely and forever.
5. The said Dewaki Sharma, a Hindu, died intestate on 7<sup>th</sup> January 2010 leaving him surviving his wife, Smt. Darnawati Sharma, his three sons namely, Bharat Bhushan Sharma, Kamal Kumar Sharma and Manoj Kumar Sharma and two daughters namely, (Smt.) Sarita Kumari Sharma and (Smt.) Sumita Sharma as his only heirs heiresses and legal representatives in respect of his undivided half share in the said Second Property.
6. Subsequently, the said Smt. Darnawati Sharma got her name mutated at the office of B.L. & L.R.O Bally, Jagacha under Mutation Certificate Memo No.591/BJ/16 dated 25<sup>th</sup> January 2016 for an area of 0.0321 Acres each under each Khatian Nos.9619, 9621 & 9623 and the said Bharat Bhushan Sharma, Kamal Kumar Sharma, Manoj Kumar Sharma, (Smt.) Sarita Kumari Sharma and (Smt.) Sumita Sharma also got their names mutated at the office of B.L. & L.R.O Bally, Jagacha under Mutation Certificate Memo Nos.612/BJ/16, 613/BJ/16, 614/BJ/16, 616/BJ/16 and 615/BJ/16 respectively, all dated 25<sup>th</sup> January 2016, for an area of 0.0046 Acres each under each Khatian Nos.9619, 9621 & 9623, with regard to the said Second Property.
7. By a Deed of Conveyance dated 29<sup>th</sup> April 2016 registered in the office of the Additional District Sub Registrar, Howrah, in Book No.1, Volume No.0502-2016, Pages 78677 to 78700 Being No.050202878 for the year 2016 and made between **Balwant Singh and Surjit Singh** therein referred to as the Vendor of the one part and M/s. Bhauramal Gopicam Properties LLP, a registered firm, therein referred to as the Purchaser of the other part, the Vendor therein, Balwant Singh and Surjit Singh for the consideration therein mentioned granted sold conveyed and transferred unto and to the said M/s. Bhauramal Gopicam Properties LLP, **ALL THAT** the piece and parcel of land containing an area of 10 (ten) Cottahs 9 ( nine) Square feet more or less situate lying at and being a divided and demarcated portion of **R.S.Dag No.2903**, recorded in **R.S.Khatian Nos.9619, 9621 and 9623**, in Mouza Bally, J.L. No 14, in the District of Howrah, absolutely and forever (hereinafter for the sake of brevity referred to as "the **First Property**")

8. By another Deed of Conveyance dated 23<sup>rd</sup> May 2016 registered in the office of Additional District Sub Registrar, Howrah, in Book No.I, Volume No.0502-2016, Pages 89646 to 89695 Being No.050203278 for the year 2016 and made between Smt. Darmawati Sharma, Bharat Bhusan Sharma, Kamal Kumar Sharma, Manoj Kumar Sharma, (Smt.) Sarita Kumari Sharma and (Smt.) Sunita Sharma therein referred to as the Vendor of the First Part and M/s. Bhairamal Gopiram Properties LLP, therein referred to as the Purchaser of the Other part, the said Smt. Darmawati Sharma, Bharat Bhusan Sharma, Kamal Kumar Sharma, Manoj Kumar Sharma, (Smt.) Sarita Kumari Sharma and (Smt.) Sunita Sharma for the consideration therein mentioned granted sold conveyed and transferred unto and to the said M/s. Bhairamall Gopiram Properties LLP, **ALL THAT** the piece and parcel of Land containing an area of **9 (nine) Cottahs 15 (fifteen) Chittacks 34 (thirty-four) Square feet** more or less situate lying at and being a divided and demarcated portion of **R.S.Dag No.2903**, recorded in R.S.Khatian Nos.9619, 9621 and 9623, in Mouza Bally, J.L. No.14, in the District of Howrah, absolutely and forever (hereinafter for the sake of brevity referred to as "**the Second Property**").
8. In the events aforesaid, M/s. Bhairamall Gopiram Properties LLP became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner / raiyat to **ALL THAT** the said First Property and Second Property, both aggregating 1(one) Bigha more or less situate lying at and comprised in R.S. Dag No.2903, recorded in R.S. Khatian Nos.9619, 9621 and 9623, in Mouza Bally, J.L. No.14, Police Station Nischinda, in the District of Howrah, absolutely and forever; (hereinbefore referred to as "**the said Premises**" and morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereinabove).
9. Subsequently, the said M/s. Bhairamal Gopiram Properties LLP got its name recorded in the office of BL & LRO Bally, Jagacha under Mutation Certificate Memo No.714/BJ/16 dated 17<sup>th</sup> February 2017 for an area of 0.3309 Acres under Khatian Nos.9619, 9621 & 9623.
10. Subsequently, the said M/s. Bhairamal Gopiram Properties LLP also got the aforesaid lands converted to Commercial (Housing Complex) and conversion certificates under Memo Nos. S-29/279/16/1489/1(5)/SDLS/HOWRAH, S-29/280/16/1490/1(5)/SDLS/HOWRAH, S-29/281/16/1491/1(5)/SDLS/HOWRAH, S-29/282/16/1492/1(5)/SDLS/HOWRAH, S-29/283/16/1493/1(5)/SDLS/HOWRAH, S-29/284/16/1494/1(5)/SDLS/HOWRAH, S-29/285/16/1495/1(5)/SDLS/HOWRAH and S-29/286/16/1496/1(5)/SDLS/HOWRAH all dated 25<sup>th</sup> November 2016 have been issued by office of the Sub-Divisional Land and Land Reforms Officer, Sadar Howrah with regard thereto.

**RECEIPT AND MEMO OF CONSIDERATION**

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

**MEMO OF CONSIDERATION:**

## Annexure "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- (i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 [West Ben. Act XLI of 2017].
- (ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- (iii) **REGULATIONS** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- (iv) **SECTION** shall mean a section of the Act.
- (v) **PREMISES / SAID PREMISES** shall mean the land containing an area of 1 Bigha more or less situate lying at and comprised in R.S. Dag No.2903, recorded in R.S. Khatian Nos.9619, 9621, and 9623, Mouza Bally, J.L. No-14, District Howrah, under Bally Durgapur Abhaynagar Gram 1 Panchayat, P.S.Nischinda (formerly Bally), Delhi Road, Pin-721205, morefully and particularly mentioned and described in the **FIRST SCHEDULE** to these presents and wherever the context so permits shall include the building thereat.
- (vi) **PROJECT / BUILDING / NEW BUILDING** shall mean the new residential building named " " constructed at the said Premises, for the time being containing several independent and self contained flats/apartments, parking spaces and other constructed areas.
- (vii) **ALLOTTEES** according to the context shall mean the persons who for the time being, own any Unit in the Building 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 them and/or reserved and/or retained by them for their own exclusive use).
- (viii) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the premises mentioned and specified in the **THIRD SCHEDULE** to these presents and expressed by the Promoter for common use and enjoyment of the Allottees **BUT** shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular flat or flats/apartments, exclusive greens / gardens attached to any particular flat or flats/apartments, and other open and covered spaces at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations.
- (ix) **COMMON EXPENSES** shall mean and include all expenses for the maintenance management upkeep and administration of the premises and the building and in particular the Common Areas and Installations and rendition of common services in common to the allottees and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** to these presents) 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 building 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/apartments and/or units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / Parking Space/s and/or roof/s and/or terrace/s 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, attributable thereto.
- xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Building at the premises and also the open parking spaces in the open compound at the ground level of the premises as expressed or intended by the Promoter at its 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 in the building (including the area of the balconies therein and/or attached thereto and also 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).
- xv) **CHARGEABLE AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the Building and the Premises, **it being clarified that** in case of units having exclusive right to use any Open Private Terraces / Roof attached thereto, then one half of the area of such Open Private Terraces / Roof shall be taken into consideration for arriving at the Chargeable Area of such unit.
- xvi) **PROPORTIONATE OR PROPORTIONATELY** according to the subject or context shall mean the proportion in which the Chargeable Area of any Unit may bear to the Chargeable Area of all the Units in the said building **PROVIDED THAT** where it refers to the share of the allottees 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 thereof).
- xvii) **SAID APARTMENT/UNIT** shall mean the **Flat No.** \_\_\_\_\_ on the \_\_\_\_\_ **floor** of the Building to be constructed at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** to these presents, with-attached balconies / verandah / store room (if any), **and wherever the context so permits** shall include the allottee's's proportionate

undivided indivisible variable impartible share in the Common Areas and Installations **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace / Roof 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**.

- xviii) **MAINTENANCE COMPANY** shall mean any Company incorporated under any provision of the Companies Act, 1956 or an Association or a Syndicate / Committee or a Society or a Firm or any other Entity that may be formed by the Promoter for the common purposes having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xix) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xx) **PLAN** shall mean the plan for construction of the Building for the time being sanctioned by the Howrah Zilla Parishad vide Building Permit No.150/032/HZP/EP dated 21/07/2017.
- xxi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- [xxii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**. Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**. Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- [xxiii) The expression **ALLOTTEE** shall be deemed to mean and include:
  - (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"**

- MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the Ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees shall be bound and obliged;
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
  - (b) to observe fulfil and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
  - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
  - (d) to use their respective flats/apartments (and utility rooms etc.) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
  - (e) to 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 " " make).
  - (f) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
  - (g) 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.
  - (h) 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.
  - (i) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
  - (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as he 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 Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his flat / unit.
  - (k) 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.



- (l) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) 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 Building nor allow or permit any other person to do so.
- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the flats/apartments agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats/apartments to any other owner of flat in the Building and none else.
- (q) In case any Open Private Terrace / Roof be attached to any flat, then the same shall be a property / right (as applicable) appurtenant to such flat 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 allotteethereof in relation thereto:
  - i) The allotteethereof shall not be entitled to sell convey transfer or assign such Open Private Terrace / Roof independently (i.e. independent of the flat owned by such allottee in the said building);
  - ii) The allotteethereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Private Terrace / Roof not cover the same in any manner, including *Shanuanas* etc.;
  - iii) The allotteethereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - iv) The allotteethereof not convert the same into a garden or add weight thereto by bringing in mud or soil or any other material or do any act deed or thing which could affect the structural stability of the building. However, the allotteethereof may decorate the same with reasonable quantity of potted plants.
- (r) In the event any Allottee has been allotted any car parking space within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
  - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim Ownership title interest or any other right over the same save the right to park one medium sized motor car thereat.
  - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking

- Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person;
- (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
  - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said building and the said premises.
  - (vi) The Allottee shall remain liable for payment of all rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- (s) In the event any Allottee has been allotted any servant's quarter, whether jointly with the flat or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such servant's quarter only for the purpose of residence of his servant and for no other purpose whatsoever;
  - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such servant's quarter or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter, independent of his Unit..
  - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters.
  - (iv) The Allottee shall remain liable for payment of all rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- (t) 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.
- (u) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (v) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (w) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (x) not to fix or install air conditioners in their respective flat save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to @Rs.200/= (Rupees two

- hundred) only per sq. ft., of the super built up area of such Allottee's flat and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective flats/apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective flats/apartments.
- (y) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs.200/= (Rupees two hundred) only per sq. ft. of the super built up area of such Allottee's flat. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (z) not to make in the flat any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to @Rs.500/= (Rupees five hundred) only per sq. ft., of the super built up area of the concerned flat.
- (aa) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that it may suffer or incur due to any non compliance, non performance, default or negligence on their part
- (bb) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Panchayat, Zilla Parishad, Kolkata Metropolitan Development Authority, WBSEB, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter 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 it may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
- (cc) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of concerned authorities.

- (dd) to bear and pay and discharge exclusively the following expenses and outgoings:
- i) All rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to the authorities Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the Promoter / Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Premises. Each Allottee shall also be liable for payment of proportionate share of land revenue and khajana payable in respect of the said Premises;
  - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said Premises as a whole.
  - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meter is obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to the supplier thereof.
  - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Flat Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common 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 Third Schedule to these presents) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Re 1.50/- (Rupees one and paise fifty) only per square foot per month of the Chargeable Area of their respective units. 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.
  - vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the supplier from its consumers for the delay payment of its bills).
- (ee) 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. The Allottee shall regularly and punctually pay to the Maintenance In Charge, with effect from the Date of Commencement of Liability, the amounts expenses and outgoings as are mentioned and contained in the Draft Complex Management Agreement including, inter alia, the following:
  - i) All rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to the concerned authorities Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Promoter / Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Premises. The Allottee shall also be liable for payment of proportionate share of land revenue and khajana payable in respect of the said Premises,
  - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Building 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 Building or the said Premises as a whole,
  - 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 their 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 the supplier thereof.
  - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that allotted to the said Unit by the Promoter as mentioned in **Part-II of the Third Schedule** to these presents) 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** to these presents) 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 \_\_\_\_\_ only per square foot per month of the Chargeable Area of the said Unit. 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.,
  - 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 the supplier from its consumers for the delay payment of its bills)
3. Unless otherwise expressly mentioned elsewhere in their Flat Sale Agreements / Sale Deeds, 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 Building earmarked for their respective Units.

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