

DRAFT FOR APPROVAL

**AGREEMENT FOR SALE**

This Agreement for Sale (Agreement) executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_(Month), 2020.

**By and Between**

**A T K MANOR DEVELOPERS LLP** a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 63, Rafi Ahmed Kidwai Road, West Bengal, Kolkata 700016, India, Police Station Park Street, Post Office Park Street, having PAN: ABMFA8118L represented by its Authorized Representative \_\_\_\_\_ son of \_\_\_\_\_ residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, Kolkata \_\_\_\_\_ having PAN \_\_\_\_\_; (Aadhaar No. \_\_\_\_\_) authorized vide resolution dated \_\_\_\_\_; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

AND

**[If the Allottee is a company]**

\_\_\_\_\_ (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

<sup>1</sup> Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

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[OR]

**[If the Allottee is a partnership]**

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) duly authorized vide hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

**[If the Allottee is an Individual]**

Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

**[If the Allottee is a HUF]**

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns)

*(Please insert details of other Purchaser(s) in case of more than one Purchaser)*

**AND**

**RAJIB BHATTACHARYA** (also known as **Rajib Bhattacharjee**) son of Late Biswanath Bhattacharjee residing at FF- 7, Sector - III, Tank No. 12, Salt Lake, Bidhannagar, Post Office IB Block, Police Station Bidhannagar South, Kolkata-700106 having PAN ACYPB7888H as Sole Executor and beneficiary under the Last Will and Testament dated 12<sup>th</sup> April 2018 made by Late Biswanath Bhattacharjee, hereinafter referred to as the "**Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs executors administrators successors legal representatives and/or assigns and shall upon probate to such will being granted and assented to include the said Rajib Bhattacharya and his heirs executors administrators and legal representatives and in case the probate to such will is not granted then the heirs executors administrators and legal representatives of the deceased Biswanath Bhattacharya);

The Owner, the Promoter and the allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

I. **Definitions** - For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

(d) "Section" means a section of the Act.

## II WHEREAS:

- A. The Owner is the full and lawful owner of lands admeasuring 1.4059 acre or 140.59 Satak more or less being a divided and demarcated portion of L.R. Dag No. 2708 recorded in L.R. Khatian No. 1296 in Mouza Ghuni, J. L. No. 23 under Police Station New Town (formerly Rajarhat) in the jurisdiction of Jyangra Hatiara Gram Panchayat No.2 described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto and subject to the Probate being granted in respect of the Will dated 12<sup>th</sup> April, 2018 left by Biswanath Bhattacharya. The Promoter has entered into a joint development agreement dated 14<sup>th</sup> September 2018 with the said Biswanath Bhattacharjee (also known as Biswanath Bhattacharya) when he was alive and such agreement between the said Biswanath Bhattacharjee and the Promoter herein was registered with Additional Registrar of Assurance –IV Kolkata in Book I Volume No. 1904-2018 Pages 398785 to 398838 Being No. 190410499 for the year 2018 in respect of the said Land along with another property.
- B. The said Land is earmarked for the purpose of building a partly residential and partly commercial project comprising multistoried apartment buildings and the said project shall be known as "**Wood Winds**" ("Project").
- C. 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 Land on which Project is to be constructed have been completed.
- D. Commencement of construction has been made upon sanction of building plans.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartments (including residential and non residential units) and other transferable areas thereat from New Town Kolkata Development Authority.
- F. Pursuant to sanction of building plans, the Owners and the Developer have identified their respective allocations in terms of the Development Agreement and the Designated Apartment falls within the allocation of the Promoter. The Promoter has exclusive rights to transfer its Allocation and to receive all proceeds thereof.
- G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- G. The Allottee had applied for an apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_ having carpet area of \_\_\_\_ square feet, on \_\_\_\_\_ floor in Block No. \_\_\_\_\_ ("Building") along with \_\_\_\_ (\_\_\_\_) number \_\_\_\_\_ parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Designated Apartment" more particularly described in Schedule A and the floor plan of the Designated apartment is annexed hereto and marked as Schedule B) forming part of the Promoter's Allocation under the Development Agreement;
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

- I. The additional disclosures/details agreed between the parties are contained in Schedule A-2 hereto.
- J. 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.
- K. 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;
- L. 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 Designated Apartment and the parking (if applicable) as specified in para G and the Owner hereby agree to confirm such sale in favour of the Allottees.

III. **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 Designated Apartment as specified in para G and the Owner hereby agrees to confirm such sale in favour of the Allottee.

1.2 The Total Price for the Designated Apartment and appurtenances based on the carpet area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and Taxes of Rs. \_\_\_\_\_/- (Rupees ) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only ("**Total Price**") (Give break up and description):

Block No. ____	Rate of Apartment per square feet. (Package Price)
Unit No. ____ Type Standard Floor _____	Rs. _____/-
Exclusive balcony or verandah	Included in Total Price above.
Exclusive Open Terrace	
Proportionate Common Area	

Preferential Location Charges	
Floor Rise Charges	
Parking -1 covered/open	
Parking – 2	
Total Price (in rupees) without Taxes	Rs. _____/-
Other Charges	As per clause __ of Schedule A-2
Taxes (The Goods and Service Tax and any other applicable tax on the Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being __%, amounting to Rs. _____/- (Rupees _____ only)
Total Price in Rupees	Rs. _____/- (Rupees _____ only)

*Explanation:*

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Designated Apartment and the Promoter shall receive the Total Price in terms of the Development Agreement;
- (ii) The Total Price above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of sale deed and/or handing over the possession of the Designated 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 payable by the allottee, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

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

- (iii) The Promoter shall periodically intimate in writing 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 Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project described herein at Schedule "D" and Schedule "E" ("facilities, amenities and specifications").

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or 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 to the said project by the Authority as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "C" ("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 at such rate of percentage per annum if so and as may be mutually agreed between the Promoter and Allottee for the period by which the respective installment has been preponed. The provision, if any agreed, 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/modification plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc.) in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may use alternative similar substitutes in respect of any item of the specifications, fixtures, fittings, or amenities and at its sole discretion and against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total

price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond 3% of the area specified herein, then the 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 found to have been 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 the increased amount for upto 3% increase from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "C". All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

[\* or such other certificate by whatever name called issued by the competent authority.]

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.

- (i) The Allottee shall have exclusive ownership of the Designated Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. 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 along with the Promoter, the Owner, other co-owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided with the Designated Apartment and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment subject to the safety guidelines.

1.9 It is made clear by the Promoter and the Allottee agrees that the Designated Apartment along with \_\_ (\_\_) parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, panchayat or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (if taken by the

Promoter) and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (if taken by the Promoter) and interest thereon before transferring the Designated Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and 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) being part payment towards the Total Price of the Designated Apartment until the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), 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 A T K MANOR DEVELOPERS LLP A/C. COLLECTION 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 the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the 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 of 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 and the Owner 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 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 Designated Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other 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 Designated Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

**6. CONSTRUCTION OF THE PROJECT / APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] 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 facilities, amenities and specifications, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the applicable Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE DESIGNATED APARTMENT:**

**7.1 Schedule for possession of the said Designated Apartment-**

The Promoter agrees and understands that timely delivery of possession of the Designated Apartment to the Allottees 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 Designated Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within \_\_\_\_ 20\_\_ with a grace period upto \_\_\_\_ 20\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency 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 then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes, impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days

prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession -** The Promoter, upon obtaining the completion certificate\* from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate\*, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the copy of the completion certificate of the Designated Apartment to the Allottee at the time of conveyance of the same.

[\* or such other certificate by whatever name called issued by the competent authority.]

**7.3 Failure of Allottee to take Possession of Designated Apartment-**

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated 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 Designated Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and also all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

- 7.4 Possession by the Allottee -** After obtaining the completion certificate\* and handing over physical possession of the Designated Apartment 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 Allottees or the competent authority, as the case may be, as per the local laws:

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

[\* or such other certificate by whatever name called issued by the competent authority.]

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, and without

any loss to the promoter and only out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

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

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated 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 Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five 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 of the possession of the Designated Apartment which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Owner 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 the Owner has absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save and except the construction finance from \_\_\_\_\_ for construction of the Project by mortgaging the said Land and the construction, there are no encumbrances upon the Designated Apartment and appertaining share in said Land or in the Project. The frivolous legal proceedings are morefully dealt with in clause 24 of Schedue A-2 hereto;
- (iv) There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/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 Designated Apartment 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 created herein, may prejudicially be affected;
- (vii) The Owner/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 Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;
- (x) The Schedule Property 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 Schedule Property;
- (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 completion certificate has been issued and proportionate share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

- (i) Promoter fails to provide ready to move in possession of the Designated Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority or extended by the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in 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 the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Designated 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 consecutive two 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 Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

## 10. CONVEYANCE OF THE SAID APARTMENT:

The Owner and the Promoter, on receipt of Total Price of the Designated Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate\* to the Allottee:

[\* or such other certificate by whatever name called issued by the competent authority.]

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter/Owner within 3 months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above.

**11. MAINTENANCE OF THE 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 Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

**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 by the Allottee within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottees shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Designated 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 Service Areas:** The service areas if any located within Wood Winds shall be ear-marked for purposes such as parking spaces and services including but not limited to, transformer, DG set, underground water tanks, Pump room, firefighting pumps and equipments etc. and other

permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

**15. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated 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 Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated 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 Designated Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by 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 a Designated 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/modification plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.

**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 Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any 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 Designated Apartment.

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

The Promoter has assured the Allottees that the project in its entirety may in due course be submitted in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in terms of the said Act.

**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 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 Additional Registrar of Assurances/District Registrar/Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Additional Registrar of Assurances/District Registrar/Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

**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 Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated 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 [Schedule 'C'] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.



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

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement unless the same are capable of having been agreed by the parties and/or consented to by the Allottee 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 payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.

**27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

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

**29. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post and/or by email transmission, provided that receipt of such email is formally confirmed by the recipient,at their respective addresses specified below:

Name of Allottee: \_\_\_\_\_ and \_\_\_\_\_

Allottee Address: \_\_\_\_\_

**A T K MANOR DEVELOPERS LLP** -Promoter Name

63, Rafi Ahmed Kidwai Road, Kolkata- 700016 (Promoter Address)

Email id:

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address and/or email id subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address and/or emailed at the aforesaid email id, shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996 and include the amendments and substitutes thereof.

34. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

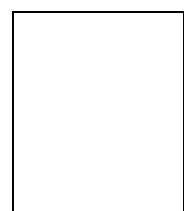
**IV. IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

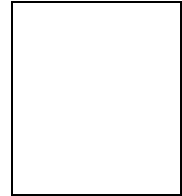


Address \_\_\_\_\_, West Bengal - \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_, West Bengal- \_\_\_\_\_



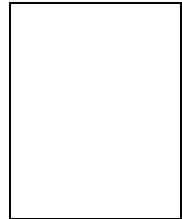
SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



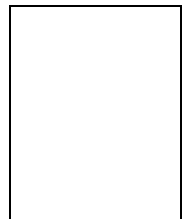
SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES :

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

## SCHEDULE 'A'

DESCRIPTION OF THE DESIGNATED APARTMENT AND PARKING (IF APPLICABLE) ALONG WITH  
DESCRIPTION OF LAND AND BOUNDARIES IN ALL FOUR DIRECTIONS.

1. **DESIGNATED APARTMENT: ALL THAT** the flat/office/shop/showroom being Unit No. \_\_\_\_ containing a carpet area of \_\_\_\_ Square feet more or less alongwith balcony with a carpet area of \_\_\_\_ Square feet more or less and a total built-up area of Unit (including Balcony) of \_\_\_\_ Square feet more or less on the \_\_\_\_ floor in the Block \_\_\_\_ of the Project at the said Land.
- 2 **PARKING: \_\_\_\_\_ALL THAT** the right to park 1 (one) medium sized motor car at such covered/open mechanical parking space as be expressly specified by the Promoter at or before delivery of possession of the Designated Apartment
- 2.1 **OPEN TERRACE: \_\_\_\_\_**
- 3 **SAID LAND:**
  - 3.1 **ALL THAT** the piece or parcel of Sali land containing an area of 1.4059 acre more or less situate lying at and being a divided and demarcated portion of L.R. Dag No. 2708 recorded in L.R. Khatian No. 1296 (formerly portion of R.S. Dag No. 2708 recorded in R.S. Khatian No. 1341) together with several dwelling rooms thereat in Mouza Ghuni, J. L. No. 23 under Police Station New Town (formerly Rajarhat), Additional District Sub-Registrar, Rajarhat, in the jurisdiction of Jyangra Hatiara Gram Panchayat No.2 in the District of North 24 Parganas and butted and bounded in the manner following:-
    - 3.1.1 On the **North** : By R.S. Dag Nos. 1359, 1360 and 1361;
    - 3.1.2 On the **South** :By public Road;
    - 3.1.3 On the **East** : By remaining portion of R.S. Dag No. 2708; and
    - 3.1.4 **On the West** : By R.S. Dag No. 2702.
4. **OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated called known numbered described or distinguished.

### SCHEDULE A-1

#### CHAIN OF TITLE:

- (a) **WHEREAS** one Krishnapada Mondal and Satindranath Mondal were the full and absolute owners of **All That** piece or parcel of land containing an area of 3.49 Acre more or less situate lying at and being R.S. Dag No.2708 recorded in Khatian No. 1341 in Mouza Ghuni, J. L. No. 23 in the District of 24 Parganas (hereinafter referred to as **"the Larger Property"**).

- (b) **AND WHEREAS** by a Sale Deed dated 30<sup>th</sup> December 1970 and registered with the Sub-Registrar, Cossipur Dum Dum in Book I Volume No.125 Pages 21 to 24 Being No.7865 for the year 1970, the said Satindra Nath Mondal for the consideration therein mentioned, sold conveyed and transferred to one Haridas Mondal **All That** piece or parcel of land containing an area of 1.08 acre more or less being a portion of the Larger Property, absolutely and forever.
- (c) **AND WHEREAS** by a Sale Deed dated 14<sup>th</sup> July 1972 and registered on 17<sup>th</sup> July 1972 with the Sub-Registrar, Cossipur Dum Dum in Book I Volume No.80 Pages 33 to 46 Being No.4710 for the year 1972 and re-registered on 10<sup>th</sup> November 1972 with the Sub-Registrar, Cossipur Dum Dum in Book I Volume No.105 Pages 239 to 253 Being No.7089 for the year 1972, the said Krishnapada Mondal and Haridas Mondal for the consideration therein mentioned, sold conveyed and transferred to the Biswanath Bhattacharjee, amongst other properties, **All That** pieces or parcels of land containing an area of 1.439 acres more or less being a portion on the western side of the Larger Property absolutely and forever.
- (d) **AND WHEREAS** the said R.S. Dag No. 2708 was continued to be numbered as L.R. Dag No. 2708 in the Records of Rights published under the West Bengal Land Reforms Act, 1955 and the name of the said Biswanath Bhattacharjee was recorded as Raiyat thereunder in respect of 1.40 acre under L.R. Khatian No. 1296.
- (e) **AND WHEREAS** by the Development Agreement the said Biswanath Bhattacharjee, inter alia, did thereby agree to contribute the said Land and to allow the same to be used exclusively and solely for the purpose of development of the same by the Promoter and agreed that with effect from the date of execution thereof, the Promoter would have the sole exclusive and irrevocable right and authority to develop the said Land into a building complex and to transfer the Promoter's Allocation in the manner mentioned therein. Under the said Development Agreement it was further, inter alia, agreed between the said Biswanath Bhattacharjee and the Promoter that:-
- (i) the Promoter would have the exclusive rights and authority to sell transfer and transfer the entire Building Complex (save and except the Owner's Allocation allotted to the Owner herein exclusively) on the terms and conditions therein contained;
  - (ii) that the said Biswanath Bhattacharjee agreed to sell and transfer proportionate share in land to the persons intending to own Units and other transferable areas in the Building Complex and nominated by the Promoter and in such parts or shares as the Promoter may nominate or require.
  - (iii) Notwithstanding any subsequent death or incapacity etc., of the Owner, the said Development Agreement and the powers to be executed in pursuance thereof shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of such constituent of the Owner as if they were parties thereto.
- (f) **AND WHEREAS** by Power of Attorney dated 25<sup>th</sup> September 2018 and registered with Additional Registrar of Assurances-III, Kolkata in Book IV Volume No. 1903-2018 Pages 177204

to 177234 Being No. 190306116 for the year 2018, the said Biswanath Bhattacharjee appointed the Promoter and its authorized representatives named therein as its constituted attorney as and for the purposes mentioned therein.

- (g) **AND WHEREAS** the said Biswanath Bhattacharjee, a Hindu died on 22<sup>nd</sup> June, 2020 after making and publishing his Last Will and Testament dated 12<sup>th</sup> April 2018 and registered in Book III Volume No. 1903-2018 Pages 5919 to 5934 Being No.190300341 for the year 2020, whereby and whereunder he appointed his elder son Rajib Bhattacharya as sole Executor to the said Will and gave devised and bequeathed the said Land to the said Rajib Bhattacharya (the Owner herein) absolutely and forever. The said Rajib Bhattacharya has represented to the Developer that the said Will is valid and is the last will and testament of the said Biswanath Bhattacharjee and the said Rajib Bhattacharya is taking steps to obtain the Probate thereof. The Development Agreement and the Power of Attorney remained and continues to remain binding on the Owner herein who is also the Beneficiary herein in his individual capacity.
- (h) **AND WHEREAS** the building plans for construction of the said Building has been caused to be sanctioned in the name of Biswanath Bhattacharjee from the Rajarhat Panchayat Samity vide Building Permit/Approval Order No. 1628/RPS dated 18<sup>th</sup> November 2020.

## SCHEDULE-A-2

### DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
  - a. **“this agreement”** shall mean the Agreement and Schedules all read together.
  - b. **“Co-owners”** shall mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
  - c. **“sanctioned plan”** shall mean the plan sanctioned by the Rajarhat Panchayat Samity vide Sanction Plan/Approved Order No. 1628/RPS dated 18<sup>th</sup> November 2020, and include all aspects and qualifications thereat and also include all additions/alterations vide modification plan upon its sanction.
  - d. **“other exigencies”** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
  - e. **“scheduled date”** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
  - f. **“Maintenance in-charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
  - g. **“Common Purposes”** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
  - h. **“Commercial Block”** shall mean the portion of the Said Building at the Project to contain Units for non residential use (including but not limited to ATM, banking, office, shop, restaurant, café, parlour etc.,) and shall include the separate entrance open spaces surrounding the same and other areas relating thereto that may be identified as commercial block and also include any Parking Spaces, open and covered spaces as the Promoter may identify earmark or demarcate as being exclusive to or for the non residential Units it being clarified that the Promoter may alter or vary the size or location of such open and covered space and when so altered or varied, the altered or varied area shall form part of the Commercial Block.

- b. **“Units”** shall mean flat, apartments, offices, shops, showrooms and other constructed areas at the Project capable of independent enjoyment with supporting Common Areas.
    - c. **“Parking Spaces”** shall include Car Parking Areas and Open Parking Areas.
  - a. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
  - b. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment
- 2 The Tax Deductible at Source under the Income Tax Laws shall, if applicable, 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. The Promoter or the Owner shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
- 3 The Promoter has been empowered and authorized under the Development Agreement to receive the entire Consideration in respect of the Designated Apartment which is part of the Promoter’s Allocation under the Development Agreement and also the entire Other Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
- 4 The said Building shall contain certain Common Areas as specified in clause 1.1 of Schedule E hereunder written and which the Allottee shall have the right to use in common with the Owner, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project shall also contain certain Common Areas as specified in clause 1.2 of the Schedule E hereunder written which the Purchaser shall have the right to use in common with the Owner, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. Subject to the Allottee not committing any default in observance of the House Rules the Allottee shall have the non-exclusive right to use such of the Common Areas as are necessary for the beneficial use and enjoyment of the Designated Apartment in common as aforesaid and subject to the terms and conditions contained herein. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner. In particular and without prejudice to the generality of the foregoing provisions of this clause, the Parking Spaces including the Mechanical Parking System shall not be, nor be claimed to be part of the Common Areas.
- 5 The Project contains open and covered mechanical parking spaces as per sanctioned plans (“Car Parking Areas”). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E and which can be used for parking “Open Parking Areas”. For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of



allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.

- 6 The Promoter shall have right to grant permission for staying in the Project area as specified herein to any guest upon paying certain amount as at its own discretion
- 7 The Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act.
- 8 The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Rajarhat Panchayat Samity and upon complying with the applicable provisions of the Panchayat Act and/or Rules.
- 9 Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
- 10 Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts:=
  - 10.1 Towards the Allottee's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project, being the lumpsum of Rs. \_\_\_\_\_/-
  - 10.2 Towards the Allottee's share of the costs, charges, expenses for common generator and its accessories and providing for supply of power of about \_\_\_\_\_KW therefrom to the said Unit during WBSEDCL/CESC power failure being the lumpsum of Rs. \_\_\_\_\_/-
  - 10.3 Allottee's share of costs, charges, expenses for the Club Facilities being a sum of Rs. \_\_\_\_\_,00
  - 10.4 Documentation charges being a sum of Rs. \_\_\_\_\_,00 out of which 50% shall be paid simultaneously with the execution hereof
  - 10.5 Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.
  - 10.6 Goods and Service Tax on the above amounts.
- 11 Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:-
  - 11.1 Security Deposit and the expenses as may be required by WBSEDCL/ CESC Limited or other electricity provider for individual meter in respect of the Designated Apartment directly with WBSEDCL/CESC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas.

- 11.2 The Allottee shall deposit and/or keep deposited with the Promoter an Interest Free Security Deposit of Rs. \_\_\_\_\_/-, as security for payment of the maintenance charges and other proportionate common expenses.
- 11.3 The Allottee shall pay to the Promoter a non refundable sum of Rs. \_\_\_\_\_/- towards provisional Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas
- 11.4 The Allottee shall deposit and/or keep deposited with the Promoter an Interest Free Security Deposit of Rs. \_\_\_\_\_/-, as Panchayat/Municipal Tax Deposit refundable to the Allottee on separate assessment of the Designated Apartment by the panchayat/municipal authority or adjusted against any other dues of the Allottee at the material time.
- 12 The payment of all Other Charges and Deposits as mentioned above shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
- 13 **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the panchayat, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.
- 14 The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any further construction, addition, alteration, modification of or in or to the Said Building or any part thereof and/or any other construction, addition or alteration at the Project by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
- 15 Nothing contained herein shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
- 16 The Owner/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
- 17 The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E hereto.

- 18 The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @2% (two percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owner or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owner or the Promoter or to which the Owner or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owner and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.
- 19 The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of one year from the date of the Completion Certificate or until sale and delivery of the same, whichever be earlier.
- 20 The power backup from the Common Generator in the Project shall be commenced only upon 50% (fifty percent) of the Co-owners (other than the Owner or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
- 21 **AREA CALCULATION:**
- 21.1 **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- 21.2 **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- 21.3 **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.

- 21.4 **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided \_\_\_\_\_ Square feet more or less.
- 21.5 **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is \_\_\_\_\_ Square feet more or less.
- 22 The Promoter has taken construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.
- 23 In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone.
- 24 A suit being Title Suit No. 207 of 2003 before the Ld. 1<sup>st</sup> Court of Civil Judge, Junior Division was filed by Sitabala Mondal and Gita Bala Joardar against Biswanath Bhattacharjee and others and is pending. However, this is frivolous suit which is being suitably contested by the Owner as part of his obligations.
- 25 Unless changed by the Promoter, Messrs. Raj Agarwal & Associates of 8B, Royd Street, Kolkata-700016 shall be the Architect for the Project.
- 26 The Project shall bear the name "**Wood Winds**" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

### SCHEDULE 'C' - PAYMENT PLAN

The Total price shall be paid by the Allottee to the Promoter in installments as follows:

Sl. No.	Particulars	Amount in Rs.P.**
1.	10% of the consideration as booking amount at or before the execution hereof;	_____/-
2.	10% of the consideration as earnest money within ____ days from the date of execution of this Agreement;	
3.	10% of the consideration as further earnest money within 7 days of completion of Piling/foundation work of the said Building	_____/-
4.	10% of the consideration as further earnest money within 7 days of completion of first floor roof casting of the said Building	_____/-
5.	10% of the consideration as further earnest money within 7 days of completion of fourth floor roof casting casting of the said Building	_____/-
6.	10% of the consideration as further earnest money within 7 days of completion of seventh floor roof casting of the said Building	_____/-
7.	10% of the consideration as further earnest money within 7 days of completion of nineth floor roof casting of the said Building	
8.	10% of the consideration as further earnest money within 7 days of completion of Twelfth floor roof casting of the said Building	
9.	5% of the consideration as further earnest money within 7 days of completion of brickwork of the Designated Apartment	_____/-
10.	5% of the consideration as further earnest money within 7 days of completion of flooring of the Designated Apartment	_____/-
11.	5% of the consideration as further earnest money within 7 days of completion of all sanitary fittings and flush doors in respect of the Designated Apartment	_____/-
12.	5% of the consideration as being the balance consideration within 7 days of receiving intimation from the Promoter to take possession of the Designated Apartment	_____/-

\*\*Statutory, Legal Charges, Cess and Taxes are Extra.

**SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT).**

**1. APARTMENT:**

**1.1.1 Wall Finish Interior:** Brickwork with Cement plastering overlaid with smooth impervious plaster of paris or equivalent.

**1.1.2 Flooring:**

- (i) **Bedroom:** Vitrified tiles
- (ii) **Living / Dining Room:-** Vitrified tiles
- (iii) **Kitchen:** Ceramic floor tiles
- (iv) **Toilet :** Ceramic floor tiles

**1.1.3 Kitchen:** Granite Counter

- (i) Steel sink.
- (ii) Dado of ceramic tiles upto 2ft from the Granite Top

**1.1.4 Toilet**

- (i) Ceramic tiles up to door height.
- (ii) White sanitary ware of reputed make.
- (iii) CP fittings and sanitary of Parryware/Hindware/Jaquar or equivalent make

**1.1.5 Electrical:**

- (i) Superior quality concealed wiring with modular switches and miniature circuit breaker;
- (ii) Ac point in all bedrooms and one Ac point in living room, one TV point in living room and one in master bedroom.

**1.1.6 Doors:** Wooden Frame with 32 mm thick flush door.

**1.1.7 Windows:** Sliding aluminum windows with large panels.

## **SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).**

### **1.1 Common Areas at the Building in which the Designated Apartment is situated:**

- (i) Staircases including overheads and ramps, landings and passage and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Said Building.
- (iii) Two Lifts, with machineries accessories and equipments (including the lift machine room, if any) and lift well for installing the same in the Said Building.
- (iv) Electrical installations with main switch and meter and space required therefor.
- (v) Overhead water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Said Building.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Said Building.
- (vii) All service Shafts & Ducts
- (viii) Septic Tank
- (ix) Top Roof of the Building (subject to the exceptions and reservations contained herein)
- (x) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Said Building.

### **1.2 Common Areas at the Project:**

- (i) Driveways and paths and passages and common lobbies and corridors at the Project Land except those reserved by the Promoter for exclusive use it being clarified that the Commercial Block may, at the discretion of the Promoter have exclusive passage and surrounding spaces.
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) CCTV monitored entry and exit at ground floor level with central security surveillance and at any other place, if so, provided by the Promoter.
- (iv) Main Gates of the Project for entrances and exits, Boundary Walls it being clarified that the Commercial Block may, at the discretion of the Promoter have separate entries/exits, walls and fencing.
- (v) Underground water reservoir or any other reservoir and pits.
- (vi) Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (vii) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (xi) Toilets and changing area, if any in the ground floor of the Said Building.
- (xii) Fire Detection & Protection System, Fire Refuge Platform and Fire Staircase as per WBF&ES recommendation.
- (viii) DG Set, its panels, accessories and wirings and space for installation of the same.
- (ix) Underground water reservoir for Fire and other common fire safety system as per the WBFES rules and norms.
- (x) Water and sewage treatment plant.
- (xi) Club Facility in terms of clause 1.3 below
- (xii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.

### **1.3 SPECIFICATIONS:**



<b>Structure:</b>	RCC Superstructure. Latest weather proof emulsion paint
<b>Stair:</b>	
<b>Lift</b>	
<b>Sanitary Fittings:</b>	
<b>Electrical:</b>	

**1.4 Club Facility:** The Promoter proposes to erect, install and/or make available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned (hereinafter referred to as “the Club Facility” which expression shall include any modifications or alterations of all or any such facility) at a portion of the said Land containing:

**1.4.1** Community Hall (with height upto second floor roof level) with first time installation of air conditioners on the First.

**1.4.2** Indoor and Outdoor Games Room with first time installation of and air conditioner and equipments and sports gear viz., table tennis, carom board.

**1.4.3** Badminton Court with first time installation of poles nets and lights;

**1.4.4** Kids play zone with first time installation of few playground equipments.

**1.4.5** Multipurpose Lounge.

**1.4.6** Swimming Pool with first time installation of equipments, changing rooms and facility of steam bath with first time installation of equipments.

**1.4.7** Gymnasium with first time installation of equipments, air conditioner and piped music system and changing rooms.

**1.4.8** Open to Sky pavilion for Yoga, Aerobic/ Zumba Room.

**1.4.9** Outdoor Kids Play Area.

**1.4.10** A deck with Sitting Area for residents and senior citizen

**1.5** The Allottee agrees to pay the fixed costs and charges in respect of the Club Facility as part of Other Charges. On the Club Facility becoming functional, the Allottee shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Club Facility may be used by the Allottee along with family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Allottee desires to avail such facilities, the Allottee shall obtain a written consent from the Maintenance In-charge who shall

be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

## SCHEDULE E1

### (HOUSE RULES)

**HOUSE RULES:** The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions (“House Rules”):

1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. that unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written (“Parking Facility”), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
3. In case the Allottee has applied for and has been allotted parking facility, the same shall be subject to the following conditions:-
  - (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
  - (ii) the Allottee shall not park any motor car, two-wheeler or any other vehicle at any other place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
  - (iii) the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two-wheeler, as the case may be.
  - (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - (vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
  - (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
  - (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Allottee hereunder shall be super ceded by such legislation, rule, bye-law or order and for which the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
  - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
  - (x) In case the Allottee is provided facility of parking in the Mechanical Parking System, the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Allottee accepts and acknowledges that any use of the parking facility if taken by the Allottee in the Mechanical Parking System shall be

subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

4. In case the Allottee has not been agreed to be granted any Parking Space, the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
5. In case the Allottee is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:
  - (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
  - (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
  - (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the said Building;
  - (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
  - (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow anyone to store any goods articles or things in the said Open Terrace or anywhere at the said Land
  - (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the said Building and/or the said Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-Charge
  - (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
  - (viii) not to sub-divide the Open Terrace in any manner.
6. The use of the Common Areas including but not limited to the Club Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Allottee or his family members or any other person.
7. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs

or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

8. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
9. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
10. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
11. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the said Building passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the said Building or any part thereof.
12. Not to misuse or permit to be misused the water supply at the Designated Apartment.
13. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
14. Not to install or keep or operate any generator in the Designated Apartment or in the balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the said Building or the said Land save the battery operated inverter inside the Designated Apartment.
15. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
16. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
17. No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
18. To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the said 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 the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

19. To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
20. To install firefighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
21. To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the said Building and not to do or cause to be done anything in or around the Designated Apartment 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 the Designated Apartment.
22. 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 Building or may cause any increase in the premia payable in respect thereof.
23. Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Owners, the Promoter or to the other co-owners of the said Building. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the said Building and/or the said Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-charge.
24. To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Allottee.
25. Not to commit or permit to be committed any alteration or changes in, or draw from outside the said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
26. To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Land and other Common Purposes.
27. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.
28. To maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and

perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Panchayat, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

29. Not to alter the outer elevation or façade or colour scheme of the said Building (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the said Building 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.
30. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects appointed by the Promoter.
31. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
32. Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
33. To allow and permit the Promoter the following rights and authorities:-
  - (i) The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Allottee or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever.
  - (ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the said Building and/or the Commercial Block or spaces surrounding the same against applicable charges and terms and conditions therefor . The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall belong to the Promoter and the Promoter may use the same to subsidize/meet the Common Expenses to that extent..

- (iii) The Co-owners of the Commercial Block may, at the discretion of the Promoter, be granted rights to use certain Common Areas and/or Common Facilities in common with other Co-owners of the Complex and certain Common Areas and/or Common Facilities in common with the Co-owners of the Commercial Block. Furthermore, the Commercial Block may at the discretion of the Promoter have separate entry/exit and/or open and covered adjoining spaces and may be allowed to be exclusively used by the owners and/or occupiers of the Commercial Block and may be segregated with temporary or permanent walls/fencing/doors in such manner as the Promoter may deem fit and proper.
  - (iv) The Promoter shall have exclusive right to put or permit kiosks, signages, promotions, advertisements, festoons, lollipops, vending machines, ATMs, stalls, decorations, eateries, tables/chairs/sofas and any other structure, equipment, installation or gadgets for commercial gain and/or for promotion at the open or covered passages, common lobbies, staircases, corridors, railings, lifts and other common areas and installations at the commercial block.
34. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Panchayat/Municipality, BLLRO and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
  - (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
  - (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
  - (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
  - (v) Proportionate share of all Common Expenses 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, recurring monthly maintenance charges calculated @ Rs. 2/- (Rupees two) only per Square foot per month of the Unit Area for CAM mentioned in clause 25.6 of Schedule A-2 above. The said minimum rates 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.

- (vi) In case the Allottee has opted for the Parking Facility, the Allottee shall pay the Parking Facility Maintenance Charges calculated @Rs. 1000/- per annum to be increased every year by 5% (Five percent) of the amount then payable. It is clarified that the Parking facility maintenance charges are fixed accordingly to the category of Parking Facility allotted to the Allottee.
- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- (viii) Goods and Service Tax and any applicable tax, cess, imposition or levy in respect of any amounts and outgoings payable by the Allottee
- (ix) 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.

- 34.1. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default
- 34.2. The maintenance charges mentioned in clause 34(v) does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 34.3. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 34.4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licencees and/or the Designated Apartment.
  - 34.4.1 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and

proceedings occasioned to the Land or any other part of the said Building or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

## SCHEDULE E-2

Common Expenses shall include the following (“**Common Expenses**”):

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building , lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces including parking spaces in the Mechanical Parking System and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment’s etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Land, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment’s, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.,) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Land and Common Areas (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces including parking spaces in the Mechanical Parking System and also on

deployment of personnel and agency for its operation, security, protection and other purposes etc.

10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2020

BETWEEN

A T K MANOR DEVELOPERS LLP

....PROMOTER

AND

\_\_\_\_\_ & ANR.

....ALLOTTEE

AND

RAJIB BHATTACHARYA

....OWNER

AGREEMENT

(Unit No. \_\_\_\_)

DSP LAW ASSOCIATES  
Advocates  
4D, NICCO HOUSE  
1B, HARE STREET,  
KOLKATA-700001

Ref.No. Wood Winds /Allotment/\_\_\_\_\_

Dated:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub :** Provisional Allotment of Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor of Block \_\_\_\_\_ in Building having a Carpet area of \_\_\_\_\_ Sq.Ft. in the project "**Wood Winds**" being developed at the property comprised in Mouza Mouza Ghuni, J. L. No. 23 under Police Station New Town (formerly Rajarhat), Kolkata in the District of North 24 Parganas *with \_\_\_\_\_ Open/Covered/Mechanical car park and \_\_\_\_\_ Two-wheeler Parking Facility*<sup>1</sup>. ("Apartment")

Dear Sir,

Please refer to the application for allotment of the aforesaid Unit made by you on \_\_\_\_\_.

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

Thanking you,  
Yours truly,

**For A T K MANOR DEVELOPERS LLP**

**ACCEPTED AND CONFIRMED**

Authorized Signatory

(Signature of the Applicant)

\_\_\_\_\_  
<sup>1</sup> If applicable

**A T K MANOR DEVELOPERS LLP**

63, Rafi Ahmed Kidwai Road, Kolkata-700016

**Unit No.** \_\_\_\_\_

**Floor** \_\_\_\_\_

**Block** \_\_\_\_\_

**Project "Wood Winds"**

**Property comprised in Mouza Ghuni, J. L. No. 23 under  
Police Station New Town (formerly Rajarhat), Kolkata in  
the District of North 24 Parganas**

Dear Sirs,

I/We am/are desirous of acquiring the aforesaid Unit at your project '**Wood Winds**' which is under construction and being developed by you as Promoter having been appointed as such by Rajib Bhattacharya (the Sole Executor and beneficiary under the Last Will and Testament dated 12th April 2018 made by Late Biswanath Bhattacharjee) (the Land Owner). I/We have been provided a copy of (a) the Annexure II containing description, area, payment plans and Terms and Conditions for allotment, (b) formats of proposed Agreement and Sale Deed for transfer and after having carefully studied, read and understood the same and on being agreeable thereto, I/We wish to make an application for allotment of the Designated Apartment in the said project.

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

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

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

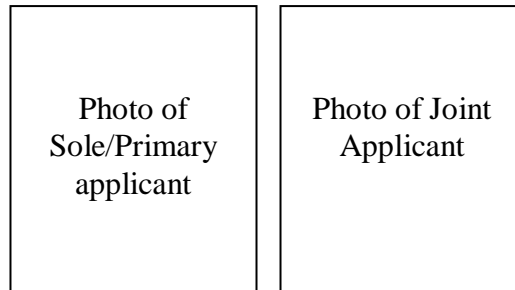
I/We would be pleased if our application results in a successful allotment in our favour.

\_\_\_\_\_  
(Signature of Sole/Primary applicant)

\_\_\_\_\_  
(Signature of Joint applicant)

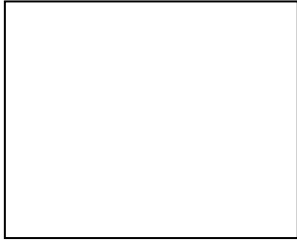
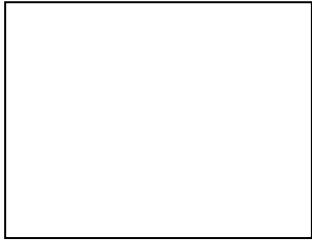
Place:

Date:



**ANNEXURE – I**

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

		Indian Origin		Indian Origin	
		<input type="checkbox"/> Indian	Entity	<input type="checkbox"/> Indian	Entity
		<input type="checkbox"/> Others		<input type="checkbox"/> Others	
		.....		.....	
8. Phones	:	_____		_____	
		_____		_____	
		Fax : _____		Fax : _____	
9. Email	:	_____		_____	
		_____		_____	
10. GIR/PIO/OCI Number	:	_____		_____	
		_____		_____	
11. Photograph of Applicant(s)/ Director/ Partners/ Karta/ Trustees					

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



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

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

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

---

 (Signature of Sole/Primary applicant)

(Signature of Joint applicant)

ANNEXURE – II

**PART-I**  
**(DESIGNATED APARTMENT)**

<b>SN</b>	<b>Particulars</b>								
-	<b>a</b>	<b>b</b>	<b>c</b>	<b>d</b>	<b>E</b>	<b>f</b>	<b>g</b>	<b>h</b>	<b>i</b>
1	Block	Floor	Unit No.	Carpet Area*	Balcony Area*	Open Terrace Area* (if applicable)	Built up Area*	Proportionate Common Area*	Area for the purpose of computation of monthly maintenance charges*

\*Definitions as per Agreement for sale

**PART-II**

**(Parking Facility, if any)**

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

**PART-III****TOTAL PRICE**

**PRICE FOR THE DESIGNATED APARTMENT** payable by the Applicant:  
 Rs. \_\_\_\_\_ (In Words)  
 Rupees \_\_\_\_\_ and Taxes of Rs. \_\_\_\_\_

Block No. _____	Rate of Apartment per square feet _____.
Unit No. _____ Type Standard Floor _____	
Exclusive balcony or verandah	
Exclusive Open Terrace	
Proportionate Common Area	
Preferential Location Charges	
Floor Rise Charges	
Parking -1 (covered/open)	
Parking – 2	
Total Price (in rupees) without Taxes	
Other Charges	As per Clause B of Part-IV below
Taxes	The Goods and Service Tax and any other applicable tax on the Price shall be payable by the Applicant as per prevalent rates

Total Price in Rupees	
-----------------------	--

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

1.	On Advance Booking	Rs. ____/-
2.	10% of the Consideration as Booking Amount payable on or before the execution of the agreement for sale to be caused to be done by the proposed Allottee latest within 30 days from the date of application less amount paid on application	Rs. ____/-
3.	10% of the consideration as earnest money within ____ days from the date of execution of the Agreement;	Rs. ____/-
4.	10% of the consideration as further earnest money within 7 days of completion of Piling/foundation work of the said Building	Rs. ____/-
5.	10% of the consideration as further earnest money within 7 days of completion of first floor roof casting of the said Building	Rs. ____/-
6.	10% of the consideration as further earnest money within 7 days of completion of fourth floor roof casting casting of the said Building	Rs. ____/-
7.	10% of the consideration as further earnest money within 7 days of completion of seventh floor roof casting of the said Building	Rs. ____/-
8.	10% of the consideration as further earnest money within 7 days of completion of ninth floor roof casting of the said Building	Rs. ____/-
9.	10% of the consideration as further earnest money within 7 days of completion of Twelfth floor roof casting of the said Building	Rs. ____/-
10.	5% of the consideration as further earnest money within 7 days of completion of brickwork of the Designated Apartment	Rs. ____/-
11.	5% of the consideration as further earnest money within 7 days of completion of flooring of the Designated Apartment	Rs. ____/-

12.	5% of the consideration as further earnest money within 7 days of completion of all sanitary fittings and flush doors in respect of the Designated Apartment	Rs. ____/
13.	5% of the consideration as being the balance consideration within 7 days of receiving intimation from the Promoter to take possession of the Designated Apartment	Rs. ____/
	** plus applicable Taxes	

## B. OTHER CHARGES AND DEPOSITS PAYABLE BY APPLICANT(S)

- (a) Towards the Applicant's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project, being the lumpsum of Rs. \_\_\_\_/-
- (b) Towards the Applicant's share of the costs, charges, expenses for common generator and its accessories and providing for supply of power of about \_\_\_\_KW therefrom to the said Unit during WBSEDCL/CESC power failure being the lumpsum of Rs. \_\_\_\_/-
- (c) Applicant's share of costs, charges, expenses for the Club Facilities being a sum of Rs. \_\_\_\_\_.00
- (d) Documentation charges being a sum of Rs. \_\_\_\_\_.00 out of which 50% shall be paid simultaneously with the execution of the Agreement
- (e) Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.
- (f) Goods and Service Tax on the above amounts.
- (g) Security Deposit and the expenses as may be required by WBSEDCL/ CESC Limited or other electricity provider for individual meter in respect of the Designated Apartment directly with WBSEDCL/CESC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas.
- (h) The Applicant shall deposit and/or keep deposited with the Promoter an Interest Free Security Deposit of Rs. \_\_\_\_/-, as security for payment of the maintenance charges and other proportionate common expenses.
- (i) The Applicant shall pay to the Promoter a non refundable sum of Rs. \_\_\_\_/- towards provisional Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas
- (j) The Applicant shall deposit and/or keep deposited with the Promoter an Interest Free Security Deposit of Rs. \_\_\_\_/-, as Panchayat/Municipal Tax Deposit refundable to the Applicant on separate assessment of the Designated Apartment by the panchayat/municipal authority or adjusted against any other dues of the Applicant at the material time.

**PART-V**

**GENERAL TERMS AND CONDITIONS:**

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

1. The application is only a request by the applicant for allotment of the Designated Apartment and does not create any right whatsoever or howsoever in favour of the Applicant. The allotment of any **Flat / Unit** to any eligible applicant shall be at the sole discretion of the Promoter, **A T K MANOR DEVELOPERS LLP**, (hereinafter referred to as "**ATKMDLLP**") and **ATKMDLLP** may accept or reject any application without assigning any reason therefor. The Applicant agrees that in the event of non-acceptance/ rejection of the Application by **ATKMDLLP**, the portion of booking amount paid by the Applicant will be refunded without any interest, cost, damage etc., and without any other liability or obligation upon **ATKMDLLP**.
2. An individual i.e. a person of the age of majority or a minor represented by legal or natural guardian, whether an Indian Citizen or a person of Indian Origin resident in India or abroad can apply. Also any entity i.e. body corporate incorporated in India or partnership or LLP or HUF or any other association of person recognized as a legal entity in India can apply.
3. Applications from intending applicant (s) other than Indian citizens or entities domiciled/incorporated in India shall be accepted only subject to and after fulfillment of all necessary formalities in this regard as per the applicable laws and rules of The Reserve Bank of India and others concerned. The applicant(s) shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (application and Transfer of Immoveable Property in India) Regulations, 2000 and all/or other statutory provisions as laid down and notified by the Government, Reserve Bank of India or concerned Statutory Authorities from time to time. Any refund to them shall be made in Indian Rupees and in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.
4. The duly completed Application and Application Money has to be submitted at the Registered office of **ATKMDLLP** at 63, Rafi Ahmed Kidwai Road, Kolkata-700016 or at any other place as may be hereafter intimated by **ATKMDLLP**.
5. Any Application shall automatically stand withdrawn/ cancelled by the Applicant in case of non-execution of Agreement for sale within 30 days from the date of submission of the Application form. However **ATKMDLLP** may extend the validity of the application by such period and on such terms and conditions as it may, at its sole discretion, decide.
6. In case there is joint applicant, all communications and correspondence shall be made to the primary/first applicant and at the address given by the Primary/First applicant and no separate communication shall be necessary to the other named who shall be deemed to have full knowledge thereof. Any change of address will have to be notified in writing to the Registered office at 63, Rafi Ahmed Kidwai Road, Kolkata-700016
7. The applications and any provisional allotment shall be strictly non transferable by any Applicant to any other person.

8. Before making the application, the Applicant has seen the Site, the building plans (including the modified plans under sanction), drawings and specifications in respect of the Designated Apartment and the Project and has been provided a copy of (a) the Annexure II of which this Terms and Conditions is part of, (b) formats of proposed Agreement and Sale Deed for transfer and only after having carefully studied, read and understood the same and on being agreeable thereto, the applicant shall be deemed to have made the application for allotment of the Designated Apartment in the said project.
9. The personal details as per particulars which are more fully mentioned in Annexure I above are true to the best of the knowledge of the applicant and it shall be presumed that nothing relevant has been concealed or suppressed. The applicant is aware and agrees that any information provided by the applicant may be utilized by ATKMDLLP, without any claim or objection by the Applicant.
10. That in the event ATKMDLLP decides to allot Designated Apartment in the project such allotment shall be provisional and subject to these Terms and Conditions the Applicant shall be bound to (a) pay the price and other applicable amounts as per the payment plans and installments forming part of this Annexure II hereto and/or as may be worked out hereafter by ATKMDLLP which, if different from such Annexure II, shall be verified and satisfied by the Applicant before the signing of agreement for sale and (b) observe, fulfil and perform of all requirements, conditions and these Terms and Conditions contained in the manner and within the time stipulated therefor; which all be of essence for execution of the agreement for sale. In case of any failure of any compliances by the Applicant, the same will automatically result in cancellation of this provisional allotment. Moreover, until execution of the agreement for sale, the provisional allotment if made in favour of the Applicant may be cancelled by ATKMDLLP, in its discretion, without being required to assign any reason whatsoever or howsoever therefor. In the event of any cancellation, the portion of booking amount paid by the Applicant will be refunded to the Applicant without any interest, cost, damage etc., and without any other liability or obligation upon ATKMDLLP.
11. Once the agreement is signed, the same shall supercede this application and its annexures and all terms and conditions hereof. The portion of the booking amount being tendered by the Applicant with the application shall, in case of the application resulting in allotment of Designated Apartment to the Applicant, form part of the total booking amount payable by the Applicant at the time of agreement.
12. Before execution of the agreement the Applicant shall independently inspect all documents and enquire, investigate and verify the title of the land owners and development and related rights of ATKMDLLP and shall enter upon the agreement only upon being fully satisfied thereabout.
13. Receipt for any amount paid by the Applicant shall be subject to encashment of cheque. In case of non encashment of cheque due to any reason, the same shall ipso facto result in cancellation of the Application and will attract a charge of Rs.1000/- per cheque dishonor.
14. The facility of parking shall be granted only to those applicant(s) who opt the same. If any applicant at the time of making application does not opt for the facility, he/ she shall thereby lose and cease to have any right to park anywhere at the Project area. Any Parking Facility shall under no circumstances be separately transferable.
15. The terms and conditions applicable to the proposed transfer shall be as per the format agreement for sale and format sale deed both of which have been provided to the

Applicant together with any modifications thereof made by ATKMDLLP with the consent of the applicant.

16. All taxes, levies, imposition, stamp duties, registration fees, goods and service tax, and expenses, etc. on the entire transaction including on the application and all agreements, sale deed or deeds and other documents to be executed and/or registered in pursuance of a confirmed allotment shall be borne and paid by the Applicant(s).
17. Courts having territorial jurisdiction alone shall have jurisdiction to entertain or try any dispute arising out of this application.

\_\_\_\_\_  
**(Name & Signature of Sole/Primary applicant)**

\_\_\_\_\_  
**(Name & Signature of Joint applicant)**



**DRAFT FOR APPROVAL**

**CONVEYANCE DEED**

THIS CONVEYANCE DEED executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_(Month), 20\_\_\_\_.

**By and Between**

**VENDOR<sup>1</sup>:**

**RAJIB BHATTACHARYA** (also known as **Rajib Bhattacharjee**) son of Late Biswanath Bhattacharjee residing at FF- 7, Sector - III, Tank No. 12, Salt Lake, Bidhannagar, Post Office IB Block, Police Station Bidhannagar South, Kolkata-700106 having PAN ACYPB7888H as Sole Executor and beneficiary under the Last Will and Testament dated 12<sup>th</sup> April 2018 made by Late Biswanath Bhattacharjee, hereinafter referred to as the "Owner" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs executors administrators successors legal representatives and/or assigns and shall upon probate to such will being granted and assented to include the said Rajib Bhattacharya and his heirs executors administrators and legal representatives and in case the probate to such will is not granted then the heirs executors administrators and legal representatives of the deceased Biswanath Bhattacharya) of the **FIRST PART**;

**AND**

**PROMOTER:**

**A T K MANOR DEVELOPERS LLP** a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 63, Rafi Ahmed Kidwai Road, Kolkata-700016, West Bengal, India, Police Station Park Street, Post Office Park Street, having PAN: ABMFA8118L represented by its Authorized Representative \_\_\_\_\_ son of \_\_\_\_\_ residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, Kolkata \_\_\_\_\_ having PAN \_\_\_\_\_; (Aadhaar No. \_\_\_\_\_) authorized vide resolution dated \_\_\_\_\_; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **SECOND PART**;

**AND**

**[If the Purchaser is a company]**

\_\_\_\_\_ (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having \_\_\_\_\_

<sup>1</sup> Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

**[If the Purchaser is a partnership]**

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) duly authorized vide hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

**[If the Purchaser is an Individual]**

Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

**[If the Purchaser is a HUF]**

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns)

of the **THIRD PART**.

*(Please insert details of other Purchaser(s) in case of more than one Purchaser)*

**AND**

\_\_\_\_\_ an Association registered under the West Bengal Apartment Ownership Act, 1972 and having its office at \_\_\_\_\_ and represented by \_\_\_\_\_ hereinafter referred to as "the **Association**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean its successors or successors-in-office and also the members for the time being of the Association and their respective successors or successors-in-interest) of the FOURTH PART:\*\*

*\*\*{Note : Making of Association as a party is subject to the Association being registered at the material time. If no Association is formed, several provisions in the format deed in connection with Association will undergo changes}*

The Vendor, the Promoter, the Purchaser and the Association shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

I. **Definitions** - For the purpose of this Deed for Sale, unless the context otherwise requires,-

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "**Section**" means a section of the Act.

II. **WHEREAS:**

A. The Vendor is the full and lawful owner of lands admeasuring 1.4059 acre or 140.59 Satak more or less being a divided and demarcated portion of L.R. Dag No. 2708 recorded in L.R. Khatian No. 1296 in Mouza Ghuni, J. L. No. 23 under Police Station New Town (formerly Rajarhat) in the jurisdiction of Jyangra Hatiara Gram Panchayat No.2 described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto and subject to the Probate being granted in respect of the Will dated 12<sup>th</sup> April, 2018 left by Biswanath Bhattacharya<sup>2</sup>. The Promoter has entered into a joint development agreement dated 14<sup>th</sup> September 2018 with the said Biswanath Bhattacharjee (also known as Biswanath Bhattacharya) when he was alive and such agreement between the said Biswanath Bhattacharjee and the Promoter herein was registered with Additional Registrar of Assurance –IV Kolkata in Book I

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<sup>2</sup> Subject to necessary modification upon obtaining the Probate

Volume No. 1904-2018 Pages 398785 to 398838 Being No. 190410499 for the year 2018 in respect of the said Land along with another property.

- B. The said Land is earmarked for the purpose of building a partly residential and partly commercial project comprising multistoried apartment buildings and the said project shall be known as "**Wood Winds**" ("Project").
- C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartments (including residential and non residential units) and other transferable areas thereat from New Town Kolkata Development Authority.
- D. Pursuant to sanction of building plans, the Owners and the Developer have identified their respective allocations in terms of the Development Agreement and the Designated Apartment falls within the allocation of the Promoter. The Promoter has exclusive rights to transfer its Allocation and to receive all proceeds thereof.
- E. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- E. By Agreement for Sale dated \_\_\_\_\_ ("**Agreement**"), the Promoter and the Vendor agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** apartment no. \_\_\_ having carpet area of \_\_\_ square feet, on the \_\_\_ floor in Block No. \_\_\_ ("Building") along with \_\_\_ number parking, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (collectively "**Designated Apartment**") more particularly described in **Schedule B** and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C**). The Designated Apartment forms part of the allocation of Promoter under the Development Agreements;
- F. The Parties have gone through all the terms and conditions set out in this Deed including the additional disclosures in Schedule A-2 hereto and understood the mutual rights and obligations detailed herein.
- G. As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the common areas to the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed.
- H. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

III **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge of and from the payment of the same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendor do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Designated Apartment being the \_\_\_\_\_ morefully and particularly mentioned and described in **Schedule-B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendor and Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendor into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendor as are set out in the **Schedule D** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause V and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendor do hereby sell and transfer to the Association undivided proportionate title to the said Land attributable to the Designated Apartment and the Vendor and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely.

IV. **THE VENDOR AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER** as follows:-

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendor and the Promoter save the frivolous legal proceedings are morefully dealt with in clause 15 of Schedule A-2 hereto and save those as are expressly mentioned herein.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser 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 Designated Apartment hereby sold and

transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

**V. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO** as follows:-

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
  - (i) The Purchaser shall have exclusive ownership of the Designated Apartment.
  - (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas.
  - (iii) the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
2. **SINGLE UNIT:** The Purchaser agrees that the Designated Apartment along with \_\_\_\_\_ parking if any shall be treated as a single indivisible unit for all purposes.
3. **INDEPENDENT PROJECT:** It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Co-owners of the Project.
4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, 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 the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of 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. The Promoter and Vendor accepts no responsibility in regard to matters specified in this para. The Purchaser shall keep the Promoter and Vendor fully indemnified and harmless in this regard.
5. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat.

6. **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the common areas to the Association duly made ready and complete with all specifications, amenities and facilities of the project and the Association also confirms its acceptance of the same.
7. **HANDOVER OF DOCUMENTS:** The Purchaser and the Association acknowledges and confirms that the Promoter has handed over the necessary documents and plans, including common areas, to the Association.
8. **PAST OUTGOINGS :** The Purchaser and the Association acknowledges, accepts and confirms that the Promoter has already paid all outgoing before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoing (including those mentioned in the Agreement), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoing, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
9. **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Association shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Association.
10. **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 by the Purchaser within a period of 5 (five) years from the date of completion certificate, 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 Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Purchaser or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority
11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or maintenance agency to enter into the Designated 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.
12. **USAGE: Use of Service Areas:** The service areas if any located within Wood Winds are ear-marked for purposes such as parking spaces and services including but not limited to transformer, DG set, underground water tanks, Pump rooms, firefighting pumps and equipments etc. and other

permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the service areas shall be reserved for use by the Association for rendering maintenance services.

**13. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 13.1. The Purchaser shall with effect from \_\_\_\_\_, be solely responsible to comply with the House Rules as per Schedules hereto and maintain the Designated 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 Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 13.2. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser 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 Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
- 13.3. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 13.4. The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.
14. **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/modified plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.
15. **ENTIRE CONTRACT:** This Deed, along with its schedules, shall henceforth constitute 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 Designated Apartment.
16. **PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/SUBSEQUENT BUYERS/TRANSFEREES:** 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 Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Buyers/Transferees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

17. **WAIVER NOT A LIMITATION TO ENFORCE:** 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.
18. **SEVERABILITY:** If any provision of this Deed 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 this Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed 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 Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
19. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.
20. **FURTHER ASSURANCES:** The 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 Deed.
21. **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties Hence this Deed shall be deemed to have been executed at \_\_\_\_\_
22. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed 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.
23. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation an 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 under the Arbitration and Conciliation Act, 1996 as amended from time to time.
24. **OTHER TERMS AND CONDITIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Deed at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendor:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES :

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

1. **SAID LAND: ALL THAT** the piece or parcel of Sali land containing an area of 1.4059 acre more or less situate lying at and being a divided and demarcated portion of L.R. Dag No. 2708 recorded in L.R. Khatian No. 1296 (formerly portion of R.S. Dag No. 2708 recorded in R.S. Khatian No. 1341) together with several dwelling rooms thereat in Mouza Ghuni, J. L. No. 23 under Police Station New Town (formerly Rajarhat), Additional District Sub-Registrar, Rajarhat, in the jurisdiction of Jyangra Hatiara Gram Panchayat No.2 in the District of North 24 Parganas and butted and bounded in the manner following:-

1.1 On the **North** : By R.S. Dag Nos. 1359, 1360 and 1361;

1.2 On the **South** : By public Road;

1.3 On the **East** : By remaining portion of R.S. Dag No. 2708; and

1.4 On the **West** : By R.S. Dag No. 2702.

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

#### SCHEDULE A-1

#### CHAIN OF TITLE:

1 **WHEREAS** one Krishnapada Mondal and Satindranath Mondal were the full and absolute owners of **All That** piece or parcel of land containing an area of 3.49 Acre more or less situate lying at and being R.S. Dag No.2708 recorded in Khatian No. 1341 in Mouza Ghuni, J. L. No. 23 in the District of 24 Parganas (hereinafter referred to as "**the Larger Property**").

2 **AND WHEREAS** by a Sale Deed dated 30<sup>th</sup> December 1970 and registered with the Sub-Registrar, Cossipur Dum Dum in Book I Volume No.125 Pages 21 to 24 Being No.7865 for the year 1970, the said Satindra Nath Mondal for the consideration therein mentioned, sold conveyed and transferred to one Haridas Mondal **All That** piece or parcel of land containing an area of 1.08 acre more or less being a portion of the Larger Property, absolutely and forever.

3 **AND WHEREAS** by a Sale Deed dated 14<sup>th</sup> July 1972 and registered on 17<sup>th</sup> July 1972 with the Sub-Registrar, Cossipur Dum Dum in Book I Volume No.80 Pages 33 to 46 Being No.4710 for the year 1972 and re-registered on 10<sup>th</sup> November 1972 with the Sub-Registrar, Cossipur Dum Dum in Book I Volume No.105 Pages 239 to 253 Being No.7089 for the year 1972, the said Krishnapada Mondal and Haridas Mondal for the consideration therein mentioned, sold conveyed and transferred to the Biswanath Bhattacharjee, amongst other properties, **All That** pieces or parcels of land containing an area of 1.439 acres more or less being a portion on the western side of the Larger Property absolutely and forever.

- 4 **AND WHEREAS** the said R.S. Dag No. 2708 was continued to be numbered as L.R. Dag No. 2708 in the Records of Rights published under the West Bengal Land Reforms Act, 1955 and the name of the said Biswanath Bhattacharjee was recorded as Raiyat thereunder in respect of 1.40 acre under L.R. Khatian No. 1296.
- 5 **AND WHEREAS** by the Development Agreement the said Biswanath Bhattacharjee, inter alia, did thereby agree to contribute the said Land and to allow the same to be used exclusively and solely for the purpose of development of the same by the Promoter and agreed that with effect from the date of execution thereof, the Promoter would have the sole exclusive and irrevocable right and authority to develop the said Land into a building complex and to transfer the Promoter's Allocation in the manner mentioned therein. Under the said Development Agreement it was further, inter alia, agreed between the said Biswanath Bhattacharjee and the Promoter that:-
- (i) the Promoter would have the exclusive rights and authority to sell transfer and transfer the entire Building Complex (save and except the Owner's Allocation allotted to the Vendor herein exclusively) on the terms and conditions therein contained;
  - (ii) that the said Biswanath Bhattacharjee agreed to sell and transfer proportionate share in land to the persons intending to own Units and other transferable areas in the Building Complex and nominated by the Promoter and in such parts or shares as the Promoter may nominate or require.
  - (iii) Notwithstanding any subsequent death or incapacity etc., of the Vendor, the said Development Agreement and the powers to be executed in pursuance thereof shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of such constituent of the Vendor as if they were parties thereto.
- 6 **AND WHEREAS** by Power of Attorney dated 25<sup>th</sup> September 2018 and registered with Additional Registrar of Assurances-III, Kolkata in Book IV Volume No. 1903-2018 Pages 177204 to 177234 Being No. 190306116 for the year 2018, the said Biswanath Bhattacharjee appointed the Promoter and its authorized representatives named therein as its constituted attorney as and for the purposes mentioned therein.
- 7 **AND WHEREAS** the said Biswanath Bhattacharjee, a Hindu died on 22<sup>nd</sup> June, 2020 after making and publishing his Last Will and Testament dated 12<sup>th</sup> April 2018 and registered in Book III Volume No. 1903-2018 Pages 5919 to 5934 Being No.190300341 for the year 2020, whereby and whereunder he appointed his elder son Rajib Bhattacharya as sole Executor to the said Will and gave devised and bequeathed the said Land to the said Rajib Bhattacharya (the Owner herein) absolutely and forever. The said Rajib Bhattacharya has represented to the Developer that the said Will is valid and is the last will and testament of the said Biswanath Bhattacharjee and the said Rajib Bhattacharya is taking steps to obtain the Probate thereof. The Development

Agreement and the Power of Attorney remained and continues to remain binding on the Owner herein who is also the Beneficiary herein in his individual capacity.

- 8 **AND WHEREAS** the building plans for construction of the said Building has been caused to be sanctioned in the name of Biswanath Bhattacharjee from the Rajarhat Panchayat Samity vide Building Permit/Approval Order No. 1628/RPS dated 18<sup>th</sup> November 2020.

#### SCHEDULE-A-2

##### DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. DEFINITIONS: Unless, in this Deed, there be something contrary or repugnant to the subject or context:
  - (i) **"this Deed"** shall mean this Deed and Schedules all read together.
  - (ii) **"Co-owners"** shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor/Promoter, shall mean the respective Vendor and/or Promoter;
  - (iii) **"sanctioned plan"** shall mean the plan sanctioned by the Rajarhat Panchayat Samity vide Sanction Plan/Approved Order No. 1628/RPS dated 18th November 2020 and include the modification/addition/alteration plan dated \_\_\_\_\_ and all other additions/alterations made thereto subject to compliance of the Act.
  - (iv) **"Maintenance in-charge"** shall mean the said Association;
  - (v) **"Common Purposes"** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
  - (vi) **"Commercial Block"** shall mean the portion of the Said Building at the Project to contain Units for non residential use (including but not limited to ATM, banking, office, shop, restaurant, café, parlour etc.,) and shall include the separate entrance open spaces surrounding the same and other areas relating thereto that may be identified as commercial block and also include any Parking Spaces, open and covered spaces as the Promoter may identify earmark or demarcate as being exclusive to or for the non residential Units it being clarified that the Promoter may alter or vary the size or location

of such open and covered space and when so altered or varied, the altered or varied area shall form part of the Commercial Block.

(vii) **“Units”** shall mean flat, apartments, offices, shops, showrooms and other constructed areas at the Project capable of independent enjoyment with supporting Common Areas.

(viii) **“Parking Spaces”** shall include Car Parking Areas and Open Parking Areas.

(ix) **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.

(x) **Number:** words importing singular number shall according to the context mean and construe the plural number and vice versa

2. The said Building shall contain certain Common Areas as specified in clause 1.1 of Schedule E hereunder written and which the Purchaser shall have the right to use in common with the Vendor, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project shall also contain certain Common Areas as specified in clause 1.2 of the Schedule E hereunder written which the Purchaser shall have the right to use in common with the Vendor, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co-owner. In particular and without prejudice to the generality of the foregoing provisions of this clause, the Parking Spaces including the Mechanical Parking System shall not be, nor be claimed to be part of the Common Areas.
3. The Project contains open and covered mechanical parking spaces as per sanctioned plans (“Car Parking Areas”). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule E and which can be used for parking “Open Parking Areas”. For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Co-owners who need the same and apply for the same with preference being given by the Promoter to those Co-owners who do not otherwise have parking space in the Project. The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.
4. The Promoter shall have right to grant permission for staying in the Project area as specified herein to any guest upon paying certain amount as at its own discretion
5. The Purchaser acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Rajarhat Panchayat Samity and upon complying with the applicable provisions of the Panchayat Act and/or Rules. The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any

time hereafter in any further construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).

6. The ownership and enjoyment of the Designated Apartment by the Purchaser shall be Subject to the observance, fulfilment and performance of the terms and conditions of this Deed as also the House Rules as stipulated in Schedule E-1 hereto.
7. The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of one year from the date of the Completion Certificate or until sale and delivery of the same, whichever be earlier
8. The power backup from the Common Generator in the Project shall be commenced only upon 50% (fifty percent) of the Co-owners (other than the Vendor or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
9. **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
10. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
11. **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
12. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided \_\_\_\_\_ Square feet more or less.
13. **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is \_\_\_\_\_ Square feet more or less.
14. In case the Purchaser has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone
15. A suit being Title Suit No. 207 of 2003 before the Ld. 1st Court of Civil Judge, Junior Division was filed by Sitabala Mondal and Gita Bala Joardar against Biswanath Bhattacharjee and others and is pending. However, this is frivolous suit which is being suitably contested by the Owner as part of his obligations.



16. The Project shall bear the name "**Wood Winds**" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE 'B' – APARTMENT, PARKING ETC.,

1. **DESIGNATED APARTMENT: ALL THAT** the flat being Unit No. \_\_\_\_ containing a carpet area of \_\_\_\_ Square feet more or less alongwith balcony with a carpet area of Square feet more or less and a total built-up area of Unit (including Balcony/ Open Terrace) of \_\_\_\_ Square feet more or less on the \_\_\_\_\_ floor of the Block \_\_\_\_\_ of the Project at the said Land.
2. PARKING: \_\_\_\_\_
3. OPEN TERRACE: \_\_\_\_\_

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

SCHEDULE D –EASEMENTS:

(Easements Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements appurtenances and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendor and other persons deriving right, title and/or permission from the Promoter and the Vendor, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- a. The right of access and use of the Common Areas in common with the Vendor and/or the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
  - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
  - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
  - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
  - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendor and the Promoter and other persons deriving right, title and/or permission in respect thereof from them:

- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
- b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
- c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
- d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
- e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

SCHEDULE 'E' - AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT).

1. AMENITIES & FACILITIES:

**1.1 Common Areas at the Building in which the Designated Apartment is situated:**

- (i) Staircases including overheads and ramps, landings and passage and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Said Building.
- (iii) Two Lifts, with machineries accessories and equipments (including the lift machine room, if any) and lift well for installing the same in the Said Building.
- (iv) Electrical installations with main switch and meter and space required therefor.
- (v) Overhead water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Said Building.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Said Building.
- (vii) All service Shafts & Ducts
- (viii) Septic Tank
- (ix) Top Roof of the Building (subject to the exceptions and reservations contained herein)
- (x) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Said Building.

**1.2 Common Areas at the Project:**

- (i) Driveways and paths and passages and common lobbies and corridors at the Project Land except those reserved by the Promoter for exclusive use it being clarified that the Commercial Block may, at the discretion of the Promoter have exclusive passage and surrounding spaces.
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) CCTV monitored entry and exit at ground floor level with central security surveillance and at any other place, if so, provided by the Promoter.
- (iv) Main Gates of the Project for entrances and exits, Boundary Walls it being clarified that the Commercial Block may, at the discretion of the Promoter have separate entries/exits, walls and fencing.
- (v) Underground water reservoir or any other reservoir and pits.
- (vi) Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (vii) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (xi) Toilets and changing area, if any in the ground floor of the Said Building.
- (xii) Fire Detection & Protection System, Fire Refuge Platform and Fire Staircase as per WBF&ES recommendation.
- (viii) DG Set, its panels, accessories and wirings and space for installation of the same.
- (ix) Underground water reservoir for Fire and other common fire safety system as per the WBFES rules and norms.
- (x) Water and sewage treatment plant.
- (xi) Club Facility in terms of clause 1.3 below
- (xii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.

**1.3 Club Facility:** The Promoter has made available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned (hereinafter referred to as “the Club Facility” which expression shall include any modifications or alterations of all or any such facility) at a portion of the said Land containing:

- 1.3.1** Community Hall (with height upto second floor roof level) with first time installation of air conditioners on the First.
- 1.3.2** Indoor and Outdoor Games Room with first time installation of and air conditioner and equipments and sports gear viz., table tennis, carom board.
- 1.3.3** Badminton Court with first time installation of poles nets and lights;
- 1.3.4** Kids play zone with first time installation of few playground equipments.
- 1.3.5** Multipurpose Lounge.
- 1.3.6** Swimming Pool with first time installation of equipments, changing rooms and facility of steam bath with first time installation of equipments.
- 1.3.7** Gymnasium with first time installation of equipments, air conditioner and piped music system and changing rooms.
- 1.3.8** Open to Sky pavilion for Yoga, Aerobic/ Zumba Room.
- 1.3.9** Outdoor Kids Play Area.
- 1.3.10** A deck with Sitting Area for residents and senior citizen

- 1.4 The Purchaser agrees to pay the fixed costs and charges in respect of the Club Facility as part of Other Charges. The Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Club Facility may be used by the Purchaser along with family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail such facilities, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

#### SCHEDULE E-1

#### (HOUSE RULES)

**HOUSE RULES:** The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. that unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule B hereinabove written ("Parking Facility"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
3. In case the Purchaser has applied for and has been allotted parking facility, the same shall be subject to the following conditions:-
  - (i) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
  - (ii) the Purchaser shall not park any motor car, two-wheeler or any other vehicle at any other place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
  - (iii) the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two-wheeler, as the case may be.
  - (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - (v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.



- (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
  - (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
  - (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Purchaser hereunder shall be superceded by such legislation, rule, bye-law or order and for which the Purchaser shall neither hold the Promoter and/or the Vendor liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendor.
  - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this Deed shall all be covenants running with the Parking Facility.
  - (x) In case the Purchaser is provided facility of parking in the Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the parking facility if taken by the Purchaser in the Mechanical Parking System shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
4. In case the Purchaser has not been agreed to be granted any Parking Space, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
5. In case the Purchaser is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:
- (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
  - (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
  - (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the said Building;
  - (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
  - (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow

anyone to store any goods articles or things in the said Open Terrace or anywhere at the said Land

- (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the said Building and/or the said Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-Charge
  - (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
  - (viii) not to sub-divide the Open Terrace in any manner.
6. The use of the Common Areas including but not limited to the Club Facility shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Purchaser shall not hold the or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Purchaser or his family members or any other person.
7. **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the panchayat, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.
8. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
9. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
10. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that

the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.

11. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
12. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the said Building passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the said Building or any part thereof.
13. Not to misuse or permit to be misused the water supply at the Designated Apartment.
14. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
15. Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the said Building or the said Land save the battery operated inverter inside the Designated Apartment.
16. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
17. Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
18. No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
19. To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the said 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 the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
20. To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or

interference with the free ingress to and egress from the said Land by the Vendor and the Promoter and all other persons entitled thereto.

21. To install firefighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
22. To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the said Building and not to do or cause to be done anything in or around the Designated Apartment 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 the Designated Apartment.
23. 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 Building or may cause any increase in the premia payable in respect thereof.
24. Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Vendor, the Promoter or to the other co-owners of the said Building. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the said Building and/or the said Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-charge.
25. To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Purchaser.
26. Not to commit or permit to be committed any alteration or changes in, or draw from outside the said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
27. To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Land and other Common Purposes.
28. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.
29. To maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of

the Government, Panchayat, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

30. Not to alter the outer elevation or façade or colour scheme of the said Building (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the said Building 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.
31. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects appointed by the Promoter.
32. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
33. Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
34. To allow and permit the Promoter the following rights and authorities:-
  - (i) The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever.
  - (ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the said Building and/or the Commercial Block or spaces surrounding the same against applicable charges and terms and conditions therefor . The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall

belong to the Promoter and the Promoter may use the same to subsidize/meet the Common Expenses to that extent.

- (iii) The Co-owners of the Commercial Block may, at the discretion of the Promoter, be granted rights to use certain Common Areas and/or Common Facilities in common with other Co-owners of the Complex and certain Common Areas and/or Common Facilities in common with the Co-owners of the Commercial Block. Furthermore, the Commercial Block may at the discretion of the Promoter have separate entry/exit and/or open and covered adjoining spaces and may be allowed to be exclusively used by the owners and/or occupiers of the Commercial Block and may be segregated with temporary or permanent walls/fencing/doors in such manner as the Promoter may deem fit and proper.
- (iv) The Promoter shall have exclusive right to put or permit kiosks, signages, promotions, advertizements, festoons, lollipops, vending machines, ATMs, stalls, decorations, eateries, tables/chairs/sofas and any other structure, equipment, installation or gadgets for commercial gain and/or for promotion at the open or covered passages, common lobbies, staircases, corridors, railings, lifts and other common areas and installations at the commercial block.

**35.** The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-

- (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Panchayat/Municipality, BLLRO and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
- (iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

- (v) Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs. 2/- (Rupees two) only per Square foot per month of the Unit Area for CAM mentioned in clause 12 of Schedule A-2 above. The said minimum rates 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.
  - (vi) In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @Rs. 1000/- per annum to be increased every year by 5% (Five percent) of the amount then payable. It is clarified that the Parking facility maintenance charges are fixed accordingly to the category of Parking Facility allotted to the Purchaser.
  - (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
  - (viii) Goods and Service Tax and any applicable tax, cess, imposition or levy in respect of any amounts and outgoings payable by the Purchaser
  - (ix) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 35.1. All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default
- 35.2. The maintenance charges mentioned in clause 35(v) does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
- 35.3. The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from \_\_\_\_\_.
- 35.4. In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the

Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Apartment.

- 35.4.1 The Purchaser shall be and remain responsible for and to indemnify the Vendor, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the said Building or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendor and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

#### SCHEDULE E-2

Common Expenses shall include the following ("**Common Expenses**"):

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building , lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces including parking spaces in the Mechanical Parking System and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Land, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Said Building and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.,) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.



5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Land and Common Areas (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces including parking spaces in the Mechanical Parking System and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor, the Promoter, the Association for the common purposes.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2020

BETWEEN

RAJIB BHATTACHARYA

....PROMOTER

AND

\_\_\_\_\_ & ANR.

....ALLOTTEE

AND

A T K MANOR DEVELOPERS LLP

....Vendor

CONVEYANCE

(Unit No. \_\_\_\_ Block \_\_\_\_)

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