

Dated: _____

Dear Sir / Madam,

Sub : Allotment of Apartment / Flat No. _____ on the _____ side on the _____ Floor having a Carpet Area of _____ Sq. Ft. {Built-Up Area being _____ Sq. Ft. [inclusive of the area of the balcony(ies) / verandah(s)] and Super Built-Up Area being _____ Sq. Ft. (which is inclusive of pro rata share of the Common Areas and Installations)}, at Municipal Premises No.5A/1C Lord Sinha Road, P.S. Shakespeare Sarani, Kolkata 700071;

with _____ No. of Car Parking Rights on the ground floor/in the basement;

We have accepted your offer contained in the Application Form No. _____ dated _____ and are pleased to allot to you one Unit in the project "**The ICON**" at Municipal Premises No.5A/1C Lord Sinha Road, P.S. Shakespeare Sarani, Kolkata 700071, details whereof as well as the price etc., are as follows:

Description of the Unit allotted:

Head	Price
(i) Apartment / Flat No. _____, Side _____; Floor _____; Carpet Area _____; Built-up Area _____; Super Built-up Area _____;	Rs. _____
(ii) Preferred Location Charges - Floor Rise;	Rs. _____
(iii) Preferred Location Charges - South Facing;	Rs. _____
(iv) _____ number and _____ type Car parking right/s at _____ level;	Rs. _____
Add : GST	Rs. _____
	Rs. _____
Less : Discount	Rs. _____
Total:	Rs. _____

In accordance with the Payment Schedule annexed to the Application Form, the Booking Amount, equivalent to **10%** of the Consideration amounting to **Rs.** _____ (**in short "the Booking Amount"**), is payable by you within **15 days** from the date of this letter. After adjustment of the Initial Token Amount of Rs. _____, you are now required to pay the balance **Rs.** _____ (**Rupees** _____ **only**) within the said period of **15 days** from the date hereof.

For KISH DEVELOPERS LLP

 Authorised Signatory

KISH DEVELOPERS LLP - THE ICON

Further, you are also requested to execute and register the sale agreement within **30 days** from the date hereof and make payment of further 10% of the Consideration amounting to **Rs. _____**.

In case the above payments are not received within the period hereinbefore mentioned or in case of default on your part to execute and register the agreement within the period hereinbefore mentioned, then this Allotment Letter shall be treated as cancelled and rescinded. The terms and conditions contained in the application form shall apply mutatis mutandis.

Thanking you,

Yours faithfully,

For **Kish Developers LLP**

Authorised Signatory

N.B.:

- 1. All payments through Cheque / Demand Draft / RTGS / NEFT favouring "**Kish Developers LLP**" payable at Kolkata.
- 2. This allotment is subject to encashment of Cheque / Demand Draft, failing which the same shall automatically stand cancelled and rescinded.
- 3. Kindly also issue cheque for documentation charges of Rs.50,000/- favouring "Saraogi & Co." as mentioned in the application form.

For KISH DEVELOPERS LLP



Authorised Signatory

CONVEYANCE/ SALE DEED

THIS INDENTURE executed on this _____ day of _____, 2018.

BY AND BETWEEN

KISH DEVELOPERS LLP (PAN AARFK0332J), a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008 (6 of 2009) and duly registered with the Registrar of Companies, West Bengal, having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata – 700071, **represented by its Designated Partner, Mr. Mukul Agarwal** (PAN ADAPA1109) son of Late Shyam Sunder Agarwal by Occupation Business, by Nationality Indian, residing at Flat 6B, 6th Floor, 10 Lord Sinha Road P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata 700071, hereinafter referred to as “the **PROMOTER / DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**

AND

(1) SHREE BIHARIJEE PROPERTIES PRIVATE LIMITED (PAN AAEC2155H), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata – 700071, **(2) BALAJI HOUSING COMPLEX PRIVATE LIMITED** (PAN AABCB0941R), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata – 700071 **(3) BIMLA PROPERTIES PRIVATE LIMITED** (PAN AABCB0584G), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,**(4) CRYSTAL PROPERTIES PRIVATE LIMITED** (PAN AABCC0632N), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(5) K.S. MARKETING PRIVATE LIMITED** (PAN AACCK1678D), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(6) PIONEER LAND & BUILDING DEVELOPERS PRIVATE LIMITED** (PAN AABCP5847Q), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(7) MUKUL HOUSING PRIVATE LIMITED** (PAN AABCM7943E), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,**(8) ANGELS HOUSING COMPLEX PRIVATE LIMITED** (PAN AACCA1923H), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,**(9) MA KALI PROPERTIES PRIVATE LIMITED** (PAN AADCM1468Q), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,**(10) NEEL KAMAL HOUSING PRIVATE LIMITED** (PAN AABCN5608H), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(11) TRISHUL BINIMOY PRIVATE LIMITED** (PAN AABCT7873J), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,**(12) VINAYAK BINIMOY PRIVATE LIMITED** (PAN AABCV6104C), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,**(13) VINAYAK PLAZA MAKERS PRIVATE LIMITED** (PAN AABCV6328A), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,**(14) YAMUNA BINIMOY PRIVATE LIMITED** (PAN AAACY1840K), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,**(15) YOGAMAYA BINIMOY PRIVATE LIMITED** (PAN AAACY1839Q), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata 700071, and **(16) YOGSIDDHI BINIMOY PRIVATE LIMITED** (PAN AAACY1838R), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **all the companies represented by their Director, Mrs. Neena Agarwal** (PAN ADDPA3491K) wife of Mr. Mukul Agarwal by Occupation Business, by Nationality Indian, residing at Flat 6B, 6th Floor, 10 Lord Sinha Road P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata 700071, hereinafter collectively referred to as “the **OWNERS / LAND OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **SECOND PART**

AND

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

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

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are the absolute owners of **All That** the Municipal Premises No.5A/1C Lord Sinha Road, P.S. Shakespeare Sarani, Kolkata 700071, containing an area of **34 Cottahs 14 Chittacks and 10 Square Feet** more or less, described in the **FIRST SCHEDULE** hereunder written **SAVE** such undivided shares / parts therein as have already been conveyed in favour of various Allottees. Devolution of title of the Land Owners to the said Premises is set out in the **FIFTH SCHEDULE** hereunder written.
- The Land Owners are also entitled to user and enjoyment of the common passage on the south-eastern side of the said Premises in common with the owners and occupiers of the building at a portion of the adjoining premises No.5A/1A Lord Sinha Road, P.S. Shakespeare Sarani, Kolkata 700071, which common passage is delineated in the **First Plan** annexed hereto duly bordered thereon in "_____" and hereinafter for the sake of brevity referred to as "the said **Common Passage**". The right of common user of the said Common Passage granted to the said owners and occupiers of the building at the portion of the said adjoining premises No.5A/1A Lord Sinha Road is detailed in their respective title deeds. The said owners and occupiers of the building at the portion of the said adjoining premises No.5A/1A Lord Sinha Road have also been parking 2 (two) motor cars under the canopy of the building at the portion of the adjoining premises No.5A/1A Lord Sinha Road without however being entitled to block or narrow the said Common Passage.
- C. By and in terms of the Development Agreement (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and _____ has issued completion certificate vide _____ dated _____.
- E. By an Agreement for Sale dated _____ and **registered** with the _____ in _____, the Promoter agreed to sell and transfer to the Allottee **All That** the **said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.
- F. The construction of the said Apartment is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on _____.
- G. The Promoter has duly complied with its obligations contained in the said Sale Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.
- H. The Allottee has now requested the Promoter to convey the said Apartment in favour of the Allottee. The Land Owners have agreed to join in as party to this deed.
- I. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Land Owners to the said Premises;
 - (ii) The rights of the Promoter under the Development Agreements;
 - (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.

- (iv) The workmanship and quality of construction of the said Apartment and the Project, including the structural stability of the same.
- (v) The total area comprised in the said Apartment / Unit.
- (vi) The Completion Certificate.
- (vii) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.

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

II. THE LAND OWNERS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

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

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

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

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

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

3. A divided and demarcated portion of the Top Roof of the Building on its **Western** side above the Flat / Apartment covering the entire 16th Floor of the Building, including the parapet walls thereof and the internal staircase connecting the 16th Floor with the said divided and demarcated portion of the Top Roof of the Building on its **Western** side, is attached to and shall belong solely and exclusively to the Allottee of the Apartment / Flat on the 16th Floor of the said Building at the said Premises and none of the other allottees shall have any right title or interest therein whatsoever. The remaining divided and demarcated portion of the Top Roof of the Building on its **Eastern** side shall be meant for common use and enjoyment of all the Allottees / Co-owners;
4. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter and/or the Land Owners shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Land Owners fully indemnified with regard thereto;
5. The Allottees of Units in the Project shall be entitled to user and enjoyment of the said Common Passage (which is delineated in the **First Plan** annexed hereto duly bordered thereon in "____") on the south-eastern side of the said Premises in common with the owners and occupiers of the building at a portion of the adjoining premises No.5A/1A Lord Sinha Road, P.S. Shakespeare Sarani, Kolkata 700071, in the same manner and with same rights and obligations as the owners and occupiers of the building at a portion of the said adjoining premises No.5A/1A Lord Sinha Road. The expenses pertaining to the said Common Passage, attributable to the Project at the said Premises, shall be included in the common expenses of the Project and to be borne by the Allottees proportionately. .
6. The Project at the said Premises shall bear the name "**The ICON**" unless changed by the Promoter from time to time in its absolute discretion.

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :

SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNERS:

WITNESSES TO ALL THE ABOVE:

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO: (said Premises)

All That the municipal Premises No.5A/1C, Lord Sinha Road, Police Station Shakespeare Sarani, Kolkata-700071, containing revenue free land measuring 34 Cottahs 14 Chittacks 10 Sq.ft more or less, comprised in holding No.65 Block XIX of the South Division in Municipal Ward No.63 within the limits of the Kolkata Municipal Corporation and butted and bounded as follows -

On the East : Partly by Lord Sinha Road, partly by the building 'Amarsudha' at 5A/1A Lord Sinha Road and partly by Common Passage;
 On the West : By Premises Nos.55 & 55/1, Chowringhee Road, Kolkata;
 On the North : By partly by premises No.5A/1B, Lord Sinha Road, Kolkata and partly by Premises No.4, Lord Sinha Road, Kolkata; and
 On the South : Partly by Premises No.5B, Lord Sinha Road, Calcutta and partly by the building 'Amarsudha' at 5A/1A Lord Sinha Road.

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

THE SECOND SCHEDULE ABOVE REFERRED TO: (UNIT)

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

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

With right to park _____ medium sized **motor car/s** in the covered space in the **Basement** of the Building, as shown in the **Plan** annexed hereto, duly bordered thereon in "_____".

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

With _____ stack parking space for parking of _____ medium sized motor cars (i.e. one car to be parked above the other on mechanical stack) in the _____, as shown in the **Plan** annexed hereto, duly bordered thereon in "_____". The Allottee is aware that the said stack parkings are dependent on each other.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Installations)

- a) Land comprised in the said Premises.
- b) Entrance and exit gates of the said Premises (with provision for exclusive use and enjoyment of some of them for specific flats / apartment / units in terms of this agreement).
- c) Landscaped Paths passages and driveways (with provision for exclusive use and enjoyment of some of them for specific flats / apartment / units in terms of this agreement) in the said Premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for its own exclusive use or exclusive use of any group / segment.
- d) Entrance Lobby (with provision for exclusive use and enjoyment of some of them for specific flats / apartment / units in terms of this agreement).
- e) Staircases, lobbies and landings (with provision for exclusive use and enjoyment of some of them for specific flats / apartment / units in terms of this agreement).
- f) **A divided and demarcated portion of the top Roof of the Building** on its **Eastern** side.

- g) **3 (Three)** high-speed passenger lifts (including 1 stretcher lift) along with lift shafts and the lobby and lift machine rooms (with provision for exclusive use and enjoyment of some of them for specific flats / apartment / units in terms of this agreement).
- h) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- i) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts.
- j) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different flats.
- k) Underground water reservoir with a pull-on pump installed thereat.
- l) Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Project and from there to the municipal drain.
- m) BMU room.
- n) Requisite arrangement of Intercom/ EPABX with connections to each individual flat from the reception in the ground floor.
- o) Boundary Walls.
- p) Common Toilets & Shower area for driver's / domestic help
- q) CCTV surveillance and other state-of-the-art security systems
- r) Modern equipment's and measures for Fire-fighting & Fire-safety in compliance with norms
- s) Provision for DTH Connection (Centralised System)
- t) Sewerage Treatment Plant
- u) Garbage dumping point/space
- v) Dedicated Visitors' Car Parking spaces for ____ cars
- w) Administration office
- x) Drivers sitting area

It is clarified that the Common Areas and Installations shall not include the parking spaces, exclusive terraces (if any) at different floor levels attached to any particular flat or flats, a divided and demarcated portion of the top roof of the Building as dealt with elsewhere in these presents, exclusive greens / gardens (if any) attached to any particular flat or flats and other open and covered spaces at the Premises and the Building which the Promoter / Land Owners may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Land Owners shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

It is also clarified that some of the Common Areas and Installations are meant and intended for exclusive use and enjoyment by the owners and occupiers of Units on the **14th to 16th Floors** of the Building (in short called "the **Upper Floors' Exclusive Common Areas**"), while the rest are to remain common between owners and occupiers of Units on all the Floors of the Building A detailed scheme of use of common areas is set out in **Annexure "C"** hereto.

It is also clarified that the owners and occupiers of Commercial Units shall be entitled to use of only limited Common Areas and Installations (i.e. not entitled to use of all of them), as detailed in **Annexure "C"** hereto.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the common areas, the main structures and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Project and enjoyed or used by the Allottees in common with each other, main entrance and exit gates, landings and staircases of the Project and enjoyed by the Allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the common areas, the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Project / said Premises so enjoyed or used by the Allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired condition.

2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations and also the costs of repairing, renovating and replacing the same, including AMC, insurance etc.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the Project / Building, including the title to the land, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

It is clarified that Common Expenses pertaining to the **Upper Floors' Exclusive Common Areas** shall be derived / calculated separately and the same shall be borne paid and **shared exclusively by the owners and occupiers of the Upper Floors** only.

It is also clarified that inasmuch as the owners and occupiers of Commercial Units shall be using only limited Common Areas and Installations (i.e. not entitled to use of all of them), their rate of maintenance charges shall be **70%** of the maintenance charges applicable to owners and occupiers of Residential Units generally (i.e. without accounting for the **Upper Floors' Exclusive Common Areas**).

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

- A. By 8 (eight) several Indentures all dated 30th June, 2001 made between Raj Kumar Jhunjunwala, Vijay Kumar Jhunjunwala, Ashok Kumar Jhunjunwala and Vinod Kumar Jhunjunwala therein called the Vendors of the First Part and Smt. Bimala Jhunjunwala, Smt. Uma Jhunjunwala, Smt. Alka Devi Jhunjunwala, Smt. Minu Jhunjunwala, Siddharth Jhunjunwala, Master Atul Jhunjunwala, Master Ankit Jhunjunwala and Master Anant Jhunjunwala therein called the Confirming Parties of the Third Part, for the consideration mentioned therein sold transferred conveyed **All That** the main building (contained a ground floor and three upper floors) lying situate on the Eastern side (facing Lord Sinha Road, Calcutta) Together with All That demarcated piece or parcel of land containing an area of 21 Cottahs 7 Chittacks 8 Sq.ft (equivalent to 1434.68 Sq.mtrs.) being Lot "A" and being the separated and demarcated portion lying situate on the Eastern side formed out of the said remaining premises No.5A/1A, Lord Sinha Road, Kolkata-700071, within the limit of KMC Ward No.63 and within P.S. Shakespeare Sarani in the town of Kolkata, absolutely and forever, which were all duly registered as hereinafter stated with the office of the Additional Registrar of Assurances-II, Kolkata in Book No.1 Volume No.1 Pages 1-52, all in the year 2001, the details whereof are mentioned hereinbelow:-

Sl.No.	Purchaser	undivided Share conveyed out of the said Lot "A"	Deed No.
1.	Shree Biharijee Properties Private Limited	1/8 th share	4397
2.	K.S. Marketing Private Limited	1/8 th share	4399.
3.	Crystal Properties Private Limited	1/8 th share	4400
4.	Angels Housing Complex Private Limited	1/8 th share	4404
5.	Pioneer Land & Building Developers Private Limited	1/8 th share	4406
6.	Mukul Housing Private Limited	1/8 th share	4407
7.	Balaji Housing Complex Private Limited	1/8 th share	4412
8.	Bimla Properties Private Limited	1/8 th share	4414

- B. By another 8 (eight) several Indentures all dated 30th June, 2001 made between Raj Kumar Jhunjunwala, Vijay Kumar Jhunjunwala, Ashok Kumar Jhunjunwala and Vinod Kumar Jhunjunwala therein called the Vendors of the First Part and Smt. Bimala Jhunjunwala, Smt. Uma Jhunjunwala, Smt. Alka Devi Jhunjunwala, Smt. Minu Jhunjunwala, Siddharth Jhunjunwala, Master Atul Jhunjunwala, Master Ankit Jhunjunwala and Master Anant Jhunjunwala therein called the Confirming Parties of the Third Part, for the consideration mentioned therein sold transferred conveyed **All That** the western building (contained a ground floor and four upper floors lying situate on the Western side facing main building of Lot "A" (save and except the rights and ownership of Flat No.8 on North side on the first floor of said building and proportionate undivided indivisible ownership in land) Together with remaining undivided proportionate indivisible and variable share of All That demarcated piece or parcel of land containing an area of 17 Cottahs 7 Chittacks 7 Sq.ft (equivalent to 1166.94 Sq.mtrs) being Lot "B" and being the separated and demarcated portion lying situate on the Western side formed out of the said remaining Premises No.5A/1A, Lord Sinha Road, Kolkata-700071 within the limit of KMC Ward No.63, within P.S.Shakespeare Sarani in the town of Kolkata, absolutely and forever, which were all duly registered as hereinafter stated with the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1 Volume No.1 Pages 1-52, all in the year 2001 the details whereof are mentioned hereinbelow:-

Sl.No.	Purchaser	undivided Share conveyed out of the said Lot "B"	Deed No.
1.	Yamuna Binimoy Private Limited	1/8 th share	4411
2.	Yogamaya Binimoy Private Limited	1/8 th share	4416
3.	Trishul Binimoy Private Limited	1/8 th share	4420
4.	Vinayak Plaza Makers Private Limited	1/8 th share	4421
5.	Vinayak Binimoy Private Limited	1/8 th share	4423
6.	Yogsiddhi Binimoy Private Limited	1/8 th share	4424
7.	Neel Kamal Housing Private Limited	1/8 th share	4426
8.	Ma Kali Properties Private Limited	1/8 th share	4428

- C. Subsequently by 7 (seven) several Indentures all dated 1st March 2008 made between (1) Shree Biharjee Properties Private Limited, (2) K.S. Marketing Private Limited, (3) Crystal Properties Private Limited, (4) Angels Housing Complex Private Limited, (5) Pioneer Land Building Developers Private Limited, (6) Mukul Housing Private Limited, (7) Balaji Housing Complex Private Limited, and (8) Bimla Properties Private Limited therein called the Vendors of the First Part, for the consideration mentioned therein sold transferred conveyed **All That** building commonly known as "Amarsudha" constructed on the demarcated portion (Southern Eastern Side) of Premises No.5A/1A, Lord Sinha Road, Kolkata -700071, containing 2 Cottahs 10 Chittacks 26 Sq.ft, within the limit of KMC Ward No.63, within P.S.Shakespeare Sarani in the town of Kolkata, absolutely and forever, which were all duly registered as hereinafter stated with the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1 Volume No.1, all in the year 2008 the details whereof are mentioned hereinbelow:-

Sl.No.	Purchaser	Confirming Party	Undivided Share conveyed	Deed
1.	Ramchandra Parolia	Hall Mark Consultants Private Ltd	1/12 th	1835
2.	1) Ashok Kumar Killa, and 2) Smt. Savitri Devi Killa	Hall Mark Consultants Private Ltd.	1/6 th	1836
3.	Sarda Estates Private Ltd.	Hall Mark Consultants Private Ltd.	1/6 th	1837
4.	Miss Bidisha Chakraborty	Hall Mark Consultants Private Ltd. And Mr. Pranab Chakraborty	1/6 th	1838

5.	1) Sushil Kumar Killa, and 2) Smt. Sarita Devi Killa	Hall Mark Consultants Private Ltd.	1/6 th	1839
6.	Akash Ganga Mercantile Private Limited	Hall Mark Consultants Private Ltd.	1/12, th	1840
7.	1) Ram Chandra Parolia 2) Smt. Sunil Kumari Parolia	Hall Mark Consultants Private Ltd.	1/6 th	1841

D. By an Indenture dated 31st July 2014 made between (Smt.) Pushpa Devi Jhunjhunwala as the Transferor of the one Part and (1) Ma kali Properties Private Limited, (2) Neel Kamal Housing Private Limited, (3) Trisul Binimoy Private Limited, (4) Vinayak Binimoy Private Limited, (5) Vinayak Plaza Makers Private Limited, (6) Yamuna Binimoy Private Limited, (7) Yogsiddhi Binimoy Private Limited and (8) Yogamaya Binimoy Private Limited therein jointly called the Transferees of the other Part and duly registered with the Additional Registrar of Assurances-II, Kolkata in Book I CD Volume No.47 Pages from 314 to 345 Being No.09672 for the year 2014, the said Transferor, (Smt.) Pushpa Devi Jhunjhunwala for the consideration mentioned therein did grant convey transferred assign and assured unto and to the aforesaid Transferors **All That** the residential Flat No.8 containing 1706 sq. ft (more or less) super Built Up Area situated on the 1st (First) floor of the building on the Western Side Together with undivided proportionate share in the land containing 36 Cottahs 10 Chittacks 6 ½ Sq.ft being Premises No.5A/1A, Lord Sinha Road, Kolkata-700071, absolutely and forever.

E. The said (1) Shree Biharijee Properties Private Limited, (2) K.S. Marketing Private Limited, (3) Crystal Properties Private Limited, (4) Angels Housing Complex Private Limited, (5) Pioneer Land Building Developers Private Limited, (6) Mukul Housing Private Limited, (7) Balaji Housing Complex Private Limited, (8) Bimla Properties Private Limited, (9) Ma kali Properties Private Limited, (10) Neel Kamal Housing Private Limited, (11) Trisul Binimoy Private Limited, (12) Vinayak Binimoy Private Limited, (13) Vinayak Plaza Makers Private Limited, (14) Yamuna Binimoy Private Limited, (15) Yogsiddhi Binimoy Private Limited and (16) Yogamaya Binimoy Private Limited have jointly got their names mutated in the records of the Kolkata Municipal Corporation and the said land containing an area of 34 Cottahs 14 Chittacks 10 Square feet more or less, has been renumbered as Premises No.5A/1C, Lord Sinha Road, P.S.Shakespeare Sarani, Kolkata-700071), each having distinctive share therein, as mentioned hereinbelow, that is to say:

Owner No.	Name	Share
1.	Shree Biharijee Properties Private Limited	6.64125%
2.	K.S. Marketing Private Limited	6.64125%
3.	Crystal Properties Private Limited	6.64125%
4.	Angels Housing Complex Private Limited	6.64125%
5.	Pioneer Land Building Developers Private Limited	6.64125%
6.	Mukul Housing Private Limited	6.64125%
7.	Balaji Housing Complex Private Limited	6.64125%
8.	Bimla Properties Private Limited	6.64125%
9.	Ma kali Properties Private Limited	5.85875%
10.	Neel Kamal Housing Private Limited	5.85875%
11.	Trisul Binimoy Private Limited	5.85875%
12.	Vinayak Binimoy Private Limited	5.85875%
13.	Vinayak Plaza Makers Private Limited	5.85875%
14.	Yamuna Binimoy Private Limited	5.85875%
15.	Yogsiddhi Binimoy Private Limited	5.85875%
16.	Yogamaya Binimoy Private Limited	5.85875%

RECEIPT AND MEMO OF CONSIDERATION

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

MEMO OF CONSIDERATION:

Annexure "A"

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

- i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- iii) **REGULATIONS** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall mean a section of the Act.
- v) **SAID PREMISES** shall mean the Municipal Premises No.5A/1C Lord Sinha Road, P.S. Shakespeare Sarani, Kolkata 700071, containing an area of **34 Cottahs 14 Chittacks and 10 Square Feet** more or less, more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- vi) **PROJECT AND/OR BUILDING AND/OR NEW BUILDING** shall mean and include the multistoried Building [having a Basement, a Ground Floor and 16 (sixteen) upper floors] named "**The ICON**" constructed by the Promoter at the said Premises, containing several independent and self contained flats, apartments, offices, shops / showrooms / retail spaces, servant quarters, store rooms, parking spaces and other constructed areas. The Allottee is aware that portions of the Building contain Commercial / Retail / office / Non-Residential Spaces and shall have no objection with regard thereto in any manner whatsoever.
- vii) **ALLOTTEES / CO-OWNERS / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or have agreed to purchase from the Promoter and taken possession of any Unit in the Project including the Land Owners and/or the Promoter for those units and other constructed spaces not alienated by the Promoter and/or Land Owners and/or reserved and/or retained by the Promoter and/or the Land Owners for their own exclusive use and/or not sold by the Land Owners or the Promoter.
- viii) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the said Premises mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed by the Promoter for common use and enjoyment of the Co-owners, **Subject To** the other provisions hereof and **Subject Also To** such variations or relocations as the Promoter may from time to time make therein.

It is clarified that the Common Areas and Installations shall not include the parking spaces, exclusive terraces (if any) at different floor levels attached to any particular flat or flats, a divided and demarcated portion of the top roof of the Building as dealt with later in these presents, exclusive greens / gardens (if any) attached to any particular flat or flats and other open and covered spaces at the Premises and the Building which the Promoter / Land Owners may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Land Owners shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

It is also clarified that some of the Common Areas and Installations are meant and intended for exclusive use and enjoyment by the owners / occupiers / allottees of Units on the **14th to 16th Floors** of the Building (in short called "**the Upper Floors' Exclusive Common Areas**"), while the rest are to remain common between owners and occupiers of **Residential Units** on all the Floors of the Building. A detailed scheme of use of common areas is set out in **Annexure "C"** hereto.

It is also clarified that the owners and occupiers of Commercial Units shall be entitled to use of only limited Common Areas and Installations (i.e. not entitled to use of all of them), as detailed in **Annexure "C"** hereto.

- ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Project and in particular the Common Areas and Installations and rendition of common services in common to the co-owners of the Project and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** hereunder written) to be contributed and shared by the Co-owners.

It is however clarified that Common Expenses pertaining to the **Upper Floors' Exclusive Common Areas** shall be derived / calculated separately and the same shall be borne paid and shared exclusively by the owners and occupiers of the **Upper Floors** only.

It is also clarified that inasmuch as the owners and occupiers of Commercial Units shall be using only limited Common Areas and Installations (i.e. not entitled to use of all of them), their rate of maintenance charges shall be _____% of the maintenance charges applicable to owners and occupiers of Residential Units generally (i.e. without accounting for the **Upper Floors' Exclusive Common Areas**).

- x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Co-owners in the Project for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xi) **UNITS** shall mean independent and self-contained Residential Flats / Apartments and/or Commercial / Retail / Office / Non-Residential Spaces and/or other constructed areas / saleable spaces (capable of being independently and exclusively used and enjoyed) in the Building and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / servant quarter(s) / store room(s) and/or Parking right(s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective flats / apartments / Commercial / Retail / Office / Non-Residential Spaces and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto.
- xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Basement and the Ground floor of the Building at the said Premises and also the open parking spaces in the open compound at the ground level of the said Premises and also the multi level mechanical parking system (if installed) as expressed or intended by the Promoter at its sole discretion for parking of motor cars, two wheelers and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his / her vehicle from time to time as be required).
- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment / Commercial Space, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment / Commercial Space;
- xiv) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any Flat / Apartment / Commercial Space and the area of the balconies / verandah therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.), if any, therein **PROVIDED THAT** if any wall or column or pillar be common between two Flats / Apartments / Commercial Spaces, then one half of the area under such wall or column shall be included in the area of each such Flat / Apartment / Commercial Space.

- xv) **SUPER BUILT-UP AREA** according to the context shall mean and include the Built-Up Area of any Flat / Apartment / Commercial Space **And** shall include the proportionate share of the areas of the Common Areas in the Project, attributable to such Flat / Apartment / Commercial Space as shall be determined by the Promoter in its absolute discretion. It is clarified that Super Built-up Area has been given only for reference sake and has nothing to do with the pricing or other aspects of the said Unit agreed to be purchased by the Allottee.
- xvi) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall have the following meaning:
- The proportionate share of the Allottee in the Common Areas and Installations or in the Land comprised in the said Premises shall be the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the said Premises.
- PROVIDED THAT** where it refers to the share of the Allottee or any Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);
- xvii) **SAID APARTMENT / UNIT** shall mean the **Residential Flat / Commercial Space No._____** on the _____ floor on the _____ side of the Building morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, with attached balconies / verandah / store room (if any), **and wherever the context so permits** shall include the Allottee's proportionate undivided indivisible variable impartible share in the Common Areas and Installations as also in the land comprised in the said Premises **and further wherever the context so permits** shall include the right of parking one or more motor car/s / two-wheeler/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace / Exclusive Garden / Green attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**;
- xviii) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 5th May 2017 registered with Additional Registrar of Assurances-II, Kolkata in Book No. 1, Volume No. 1902-2018, Pages from 1838 to 1896 Being No. 190200042 for the year 2018 entered into between the Land Owners and the Promoter;
- xix) **ASSOCIATION / MAINTENANCE COMPANY** shall mean any Association formed in accordance with the law or any Company incorporated under any provisions of the Companies Act, 2013 or any Syndicate Committee or Registered Society or any other Association of Persons of the Co-owners, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xx) **MAINTENANCE IN-CHARGE** shall upon formation of the Association / Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association / Maintenance Company and till such time the Association / Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xxi) **PLAN** shall mean the **final** plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No._____ dated _____ for construction of the Building at the said Premises and shall include sanctionable modifications thereof and/or additions or alterations thereto as made from time to time by the Promoter.
- xxii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxiii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include

MASCULINE GENDER and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

- xxiv) The expression **ALLOTTEE / PURCHASER** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators and/or successors;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"**MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:**

1. As a matter of necessity, the ownership and enjoyment of the units / apartments by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee herein) shall be bound and obliged:

- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the Project / said Premises and the common purposes in accordance with the scheme herein envisaged;
- (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Project / said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association / Maintenance Company, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person.
- (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within 48 (forty-eight) hours of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
- (d-1) in case the said Unit be a residential flat / apartment, then to use their respective Residential flats only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Developer first had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Developer or the Land-Owners to use or permit to be used any other residential flat / apartment for non-residential or other purposes.
- (d-2) In case the said Unit be an office / shop / showroom / commercial space / non-residential space, then the Allottee thereof shall use the same for the purpose for which the same is sanctioned in a decent and respectable manner and for no other purposes (including residential) whatsoever without the consent in writing of the Developer first had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Developer or the Land-Owners to use or permit to be used any other office / shop / showroom / commercial space / non-residential space for residential or other purposes. In case any office / shop / showroom / commercial space / non-residential space is converted to Residential user, which the Promoter / Land Owners shall be entitled to do so, then the Allottee thereof shall be entitled to common use and enjoyment of the applicable Common Areas and Installations in terms of this agreement and shall be liable for payment of regular maintenance charges at the same rate as the other allottees of residential units shall be liable to pay;
- (e) to install fire fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
- (f) to carryout all fitout works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
- (g) to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars / two wheelers, as applicable.
- (h) not to use the ultimate roof (common roof) of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.

- (i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the Building free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises.
- (k) not to claim any right whatsoever or howsoever over any unit or portion in the Project save their respective units.
- (l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a decent nameplate outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his flat / unit.
- (m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Project / said Premises or may cause any increase in the premia payable in respect thereof.
- (n) not to alter the outer elevation of the Building / Project or any part thereof nor decorate the exterior of the Building / Project or the said Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Project nor allow or permit any other person to do so.
- (p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Project.
- (q) To keep their respective units and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Project and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (r) In case any balcony / verandah / open terrace be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such balcony / verandah / open terrace independently (i.e. independent of the flat owned by such Allottee);
 - ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such balcony / verandah / open terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the open terrace or at any place in the said balcony / verandah / 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.
- (s) In the event any Allottee has been allotted any right of parking motor car / two wheeler or other vehicle within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car / two wheeler and for no other purpose whatsoever and shall not at any time

claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car / two wheeler thereat;

- (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car / two wheeler at such Parking Space or allow or permit any one to park car / two wheeler or other vehicle at such parking space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person, with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the flat only to any other owner of flat in the Project and none else;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car / two wheeler or any other vehicle nor shall claim any right of parking motor car / two wheeler or any other vehicle in or at the driveways pathways or passages within the Project or any other portion of the said Premises save at the allotted Parking Space;
 - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the parking spaces in the Project and the said Premises.
 - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owners and the Maintenance In-charge with regard thereto.
- (t) In the event any Allottee has been allotted any store room / servant quarter, whether jointly with the flat or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such store room / servant quarter only for the purpose of storage or lodging of servant, as applicable, and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room / servant quarter or part with possession of the same, independent of his Unit,;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the store room / servant quarter.
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room / servant quarter and shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association / Maintenance Company with regard thereto.
- (u) In case any exclusive right to use any space, to be used as garden, be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i) The allottee thereof shall not be entitled to sell convey transfer or assign such space independently (i.e. independent of the flat owned by such Allottee);
 - ii) The allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) in such space nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.

- iv) The allottee thereof shall not display any signboard, hoarding or advertisement etc. in such space so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
 - v) The allottee thereof shall maintain such space at its own costs and expenses.
 - vi) The allottee thereof shall use such space only as a garden and nothing else and in doing so to ensure that there is no heavy load thereat on account of soil, mud, water etc.
 - vii) The allottee thereof shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of such space.
 - viii) The allottee thereof shall remain liable for payment of all municipal and other rates and taxes and all other outgoings payable in respect of such space, it being clarified that common area maintenance charges shall not be applicable to the same, and the allottee thereof shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association / Maintenance Company with regard thereto.
- (v) not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units or any activity which may cause nuisance or annoyance to the Allottees.
 - (w) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
 - (x) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns, walls etc., nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
 - (y) not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balconies / verandahs / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
 - (z) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Services Act and rules made thereunder and shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
 - (aa) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, any Development Authority, CESC, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Project and to make such additions and alterations in or about or relating to their respective units and/or the Project as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Land Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
 - (bb) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
 - (cc) not to fix or install air conditioners in their respective flats save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their

respective flats approved by the Promoter and shall further ensure that all water discharged by the air conditioning units is drained within their respective flats.

- (dd) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Association / Maintenance Company differs from the colour scheme of the Building / Project or deviation of which in the opinion of the Promoter or the Association / Maintenance Company may affect the elevation in respect of the exterior walls of the Building / Project and if so done by any Allottee, such Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (ee) not to make in the flat / apartment / commercial space any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and/or the Land Owners and/or other Allottees and shall fully indemnify them and each of them.
- (ff) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the Deemed Date of Possession / Date of Commencement of Liability (as defined in the Sale Agreement):-
- i) Municipal and other rates and taxes, commercial surcharge (if applicable) and water tax, if any, whether existing or as may be imposed or levied at any time in future, assessed on or in respect of their respective Flats / Apartments directly to the authorities concerned Provided That so long as their respective Flats are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the Promoter / Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Premises;
 - ii) Electricity charges for electricity consumed in or relating to their respective Units.
 - iii) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees of **Residential Units** on the **14th to 16th floors** shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Rs._____ (Rupees _____ only) per Square Foot per month on Super Built-up area basis, plus applicable GST, if any **And** the Allottees of **Residential Units** on the **3rd to 12th floors** shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Rs._____ (Rupees _____ only) per Square Foot per month on Super Built-up area basis, plus applicable GST, if any **And** the Allottees of **Commercial Units** on the **1st and 2nd floors** shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Rs._____ (Rupees _____ only) per Square Foot per month on Super Built-up area basis, plus applicable GST, if any. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter / Association / Maintenance Company at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
 - iv) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC from its consumers for the delay payment of its bills).
- (gg) to observe such other covenants as be deemed reasonable by the Promoter and/or the Association / Maintenance Company from time to time for the common purposes.
- (hh) the Allottee is aware that the Promoter has undertaken the construction of the said Project by following the norms and practices applicable to Green Buildings and the said Project has been granted pre-certified platinum rating by Indian Green Building Council (IGBC). The Allottee shall remain bound to abide by the practices, norms, guidelines for water conservation, handling of house-hold waste, energy efficiency, beautification and greenery and other like features of the green buildings for the benefit of the Project. The Allottee shall ensure that the norms, practices and the legal requirements / guidelines of SEAC / SEIAA / Pollution Control Board in relation to the operation and maintenance (O & M) of the common facilities

viz. STP, Solid Waste System, Solar Street Lights etc., within the Project are duly and regularly observed, fulfilled and abided by the Allottee and the Maintenance Company / Association. Without prejudice to the above, the Allottee shall observe fulfill and comply with the following norms guidelines and conditions:

- a) If the Allottee installs any air conditioning machine in his apartment then it will be mandatory for him to use Non-CFC based AC units.
- b) The Allottee shall compulsorily install the exhaust fan to use below mentioned rating fan unit for his flat / apartment:

Location	Floor Area	Minimum Airflow
Kitchen	≤ 9.30 sq.m (100 sq.ft)	100 cfm
Bathroom	≤ 4.64 sq.m (50 sq.ft)	50 cfm
For Kitchen and Bathroom with higher flow areas than the above values, airflow will have to be proportionally increased.		
The Allottee shall ensure that the exhaust systems take away the polluted indoor air to the outdoors and exhaust outlet into common areas is not allowed.		

- c) The Allottee shall compulsorily use the below mentioned paint over POP or Gypsum in his flat / apartment:

Type of Material	VOC Limit (g/L less water)
Paints:	
Non-flat (Glossy paints)	150
Flat (Mat) paints	50
Anti-corrosive/ anti-rust paints	250
Varnish	350
Adhesives	
Glazing adhesives	100
Tile adhesives	65
Wood adhesives	30
Wood flooring adhesives	100

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letter box specifically provided for the said Unit or with the security guard of the Project. In case of any discrepancy or dispute that the Allottee may have with regard to such bills, the same shall be sorted out within a reasonable time Provided That the payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date.
3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building / Project and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other co-owners proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (two percent) per mensem on all the amounts in arrears, as also all expenses on account of disconnection and/or reconnection of utilities and facilities, and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
- (i) disconnect the supply of electricity (if provided through sub-meter) to the said Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
 - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building.
- 4.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, commercial surcharge (if any), Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

Scheme for Use of Common Areas and Installations

- A. Upper Floors' Exclusive Common Areas i.e. Common Areas and Installations meant and intended for exclusive use and enjoyment of owners / occupiers of Flats / Apartments / Units on the 14 to 16th Floors of the Building, to the exclusion of the Flats / Apartments / Units on All The Other Floors:**
- i) Middle Entrance Gate No.2 on the **Eastern** side of the said Premises and divided and demarcated portion of the driveway, as delineated in the **First Plan** annexed hereto duly bordered therein in "____" borders.
 - ii) Western side Passenger lift (i.e. the Third lift if moving from east to west) having door opening towards the south; and Entrance Gate on the **South-Eastern Side** of the Building and Lobby with Attached Toilets, all delineated in the **First Plan** annexed hereto duly bordered therein in "____" borders.
- B. Limited Right of owners / occupiers of Commercial floors (1st and 2nd) to use Common Areas and Installations shall be as follows:**
- i) Permitted to use the following Common Areas and Installations, in common with all other owners and occupiers of the Building and the said Premises.:
 - a) Entry from Main Gate No.1 on the **North-Eastern** side of the said Premises and Exit from Gate No.3 (i.e. gate at the said Common Passage), in common with all other owners and occupiers of the Building and the said Premises.
 - b) Car parking at exclusive allotted car parking space, exact location to be identified by the Promoter on or before the Deemed Date of Possession..
 - c) Visitor's car parking at visitors allotted space only, if available, in common with all other owners and occupiers of the Building and the said Premises. If not available than to park outside the said Premises.
 - d) Entrance to the Building from the "East" gate as shown in the **First Plan** annexed hereto, in common with all other owners and occupiers of the Building and the said Premises.
 - e) Service lift and both staircases, in common with all other owners and occupiers of the Building and the said Premises.
 - ii) Not Permitted to use the following Common Areas and Installations:
 - a) Building's Main Entrance Lobby.
 - b) Residential Lifts and Lift Lobby.
 - c) Club facility on the 13th floor;
 - d) Common Roof;
 - e) Upper Floors' Exclusive Common Areas.
 - f) All other areas and installations not forming part of item No.B(i) above;
- C. Save and except the Upper Floors' Exclusive Common Areas (which are exclusively reserved for owners / occupiers of Flats / Apartments / Units on the 14 to 16th Floors), the owners / occupiers of all Residential Units on the 3rd to 16th Floors shall be entitled to common use and enjoyment of all other Common Areas and Installations.**

AGREEMENT FOR SALE

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

BY AND BETWEEN

KISH DEVELOPERS LLP (PAN AARFK0332J), a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008 (6 of 2009) and duly registered with the Registrar of Companies, West Bengal, having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata – 700071, **represented by its Designated Partner, Mr. Mukul Agarwal** (PAN ADAPA1109) son of Late Shyam Sunder Agarwal by Occupation Business, by Nationality Indian, residing at Flat 6B, 6th Floor, 10 Lord Sinha Road P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata 700071, hereinafter referred to as "the **PROMOTER / DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**

AND

(1) SHREE BIHARIJEE PROPERTIES PRIVATE LIMITED (PAN AAEC2155H), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata – 700071, **(2) BALAJI HOUSING COMPLEX PRIVATE LIMITED** (PAN AABCB0941R), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata – 700071 **(3) BIMLA PROPERTIES PRIVATE LIMITED** (PAN AABCB0584G), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(4) CRYSTAL PROPERTIES PRIVATE LIMITED** (PAN AABCC0632N), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(5) K.S. MARKETING PRIVATE LIMITED** (PAN AACCK1678D), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(6) PIONEER LAND & BUILDING DEVELOPERS PRIVATE LIMITED** (PAN AABCP5847Q), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(7) MUKUL HOUSING PRIVATE LIMITED** (PAN AABCM7943E), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(8) ANGELS HOUSING COMPLEX PRIVATE LIMITED** (PAN AACCA1923H), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(9) MA KALI PROPERTIES PRIVATE LIMITED** (PAN AADCM1468Q), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(10) NEEL KAMAL HOUSING PRIVATE LIMITED** (PAN AABCN5608H), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(11) TRISHUL BINIMOY PRIVATE LIMITED** (PAN AABCT7873J), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(12) VINAYAK BINIMOY PRIVATE LIMITED** (PAN AABCV6104C), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(13) VINAYAK PLAZA MAKERS PRIVATE LIMITED** (PAN AABCV6328A), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(14) YAMUNA BINIMOY PRIVATE LIMITED** (PAN AAACY1840K), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(15) YOGAMAYA BINIMOY PRIVATE LIMITED** (PAN AAACY1839Q), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata 700071, and **(16) YOGSIDDHI BINIMOY PRIVATE LIMITED** (PAN AAACY1838R), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **all the companies represented by their Director, Mrs. Neena Agarwal** (PAN ADDPA3491K) wife of Mr. Mukul Agarwal by Occupation Business, by Nationality Indian, residing at Flat 6B, 6th Floor, 10 Lord Sinha Road P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata 700071, hereinafter collectively referred to as "the **OWNERS / LAND OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **SECOND PART**

AND

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

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

WHEREAS:

- A. Unless, in this agreement, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are the absolute owners of **All That** the Municipal Premises No.5A/1C Lord Sinha Road, P.S. Shakespeare Sarani, Kolkata 700071, containing an area of **34 Cottahs 14 Chittacks and 10 Square Feet** more or less, described in the **FIRST SCHEDULE** hereunder written. Devolution of title of the Land Owners to the said Premises is set out in the **SIXTH SCHEDULE** hereunder written.
- The Land Owners are also entitled to user and enjoyment of the common passage on the south-eastern side of the said Premises in common with the owners and occupiers of the building at a portion of the adjoining premises No.5A/1A Lord Sinha Road, P.S. Shakespeare Sarani, Kolkata 700071, which common passage is delineated in the **First Plan** annexed hereto duly bordered thereon in "_____" and hereinafter for the sake of brevity referred to as "the said **Common Passage**". The right of common user of the said Common Passage granted to the said owners and occupiers of the building at the portion of the said adjoining premises No.5A/1A Lord Sinha Road is detailed in their respective title deeds. The said owners and occupiers of the building at the portion of the said adjoining premises No.5A/1A Lord Sinha Road have also been parking 2 (two) motor cars under the canopy of the building at the portion of the adjoining premises No.5A/1A Lord Sinha Road without however being entitled to block or narrow the said Common Passage.
- C. By and in terms of the Development Agreement (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Premises on which the Project is to be constructed have been completed;
- F. The Kolkata Municipal Corporation has granted permission to construct vide approval dated 05/06/2017 bearing No.2107070036.
- G. The Promoter has obtained the sanctioned plan for the Project from Kolkata Municipal Corporation and other concerned authorities as mentioned in the Definition No._____ (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No._____ (being the definition of Plan) hereinbelow;
- H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration No._____.
- I. The Allottee had applied for an apartment in the Project vide application No._____ dated _____ for allotment of the **said Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** hereunder written, and also hereinbelow:

All That the **Residential Flat / Apartment / Commercial Space** bearing No.____ containing a **built up area** of _____ **Square Feet (Carpet Area** whereof being _____ **Square Feet** and **super built up area** being _____ **Square Feet**, which is inclusive of pro rata share in the

Common Areas and Installations) more or less on the _____ side on the _____ floor of the Building at the said Premises described in the **First Schedule** hereunder written and shown in the **Second Plan** annexed hereto, duly bordered thereon in "**Red**".

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

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

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in Para-I above;
- N. The Allottee has examined and got himself fully satisfied about the title of the Land Owners to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee have also seen and inspected the Development Agreement and fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder, including as regards sale of the said Unit, and agrees and covenants not to raise any objection with regard thereto.

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto. The Allottee agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and the Land Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the proportionate undivided share of the Allottee in various matters, including in the Common Areas and Installations, shall be and/or is likely to stand reduced. The Allottee also consents and confirms that the Land Owners and/or the Promoter shall be at liberty to have the plan to be modified and/or altered from time to time.

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

1. **TERMS :**

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

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

Head	Price
(i) Apartment No _____, Floor _____; Carpet Area _____; Built-up Area _____; Super Built-up Area _____;	Rs. _____

(ii) Preferred Location Charges – _____;	Rs. _____
(iii) Preferred Location Charges - Floor Rise;	Rs. _____
(iv) Preferred Location Charges - South Facing;	Rs. _____
(v) exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____
(viii) _____ number and _____ type Car parking at _____ level;	Rs. _____
(vix) _____ number Two Wheeler parking at _____ level;	Rs. _____
Add : GST	Rs. _____
	Rs. _____
Less : Discount	Rs. _____
Total Price:	Rs. _____

Explanation :

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

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of land (proportionate share), construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

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

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

- i) Legal Documentation Charges of Rs.1,00,000/= (Rupees one lac) only, of which Rs.50,000/= will be payable at the time of Agreement and the balance Rs.50,000/= on or before the Possession Date / Deemed Date of Possession or the date of execution of the sale deed in respect of the Allottee's Flat, whichever be earlier, to the Advocates, Saraogi & Co., plus applicable GST;
- ii) Rs. _____ on account of generator, transformer etc.;
- iii) Rs. _____ on account of _____;
- ii) Rs. _____ as Advance Maintenance Charges, alongwith applicable GST, to the Promoter / Maintenance Company / Association (as the Promoter may direct).
- iii) Rs. _____ as Refundable Security Deposit as hereinbelow mentioned to the Promoter / Maintenance Company / Association (as the Promoter may direct).
- iv) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Fifth Schedule** hereunder written ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I and Part-II of the Third Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No. _____** (being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy / completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess

amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas of the Project to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act. Use of Common Areas and Installations shall strictly be in accordance with the provisions of this agreement;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be as provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be, with prior written intimation and appointment.

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

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____) only (in short "the **Booking Amount**") as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the **Payment Plan (Part-II of the Fifth Schedule)** as may be demanded by the Promoter within the time and in the manner specified therein;

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

2. **MODE OF PAYMENT**

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF THE PAYMENTS

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

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of the allottees or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the proposed plan, specifications, amenities and facilities of the Apartment and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act an/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No. _____** (being the definition of Plan) of the **Annexure "A"** hereto.

7. POSSESSION OF THE APARTMENT

- 7.1 **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the

Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

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

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy / completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall handover the copy of the occupancy certificate / completion certificate of the apartment to the Allottee at the time of conveyance of the same.
- 7.2.1 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.
- 7.3 **Failure of Allottee to take Possession of Apartment** : Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all other outgoings.
- 7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs. _____ (Rupees _____ only) per Square Foot per month of the Super Built-up area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.
- 7.4 **Possession by the Allottee** – After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the apartments to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- Provided that, in the absence of any local law, the promoter shall handover the necessary document and plans including common areas, to the association of Allottees or the competent authority, as the case may be within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).
- 7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act :

Provided that where the Allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount, with applicable taxes. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

7.6 Compensation

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over the possession of the Apartment which shall be paid by the promoter to the Allottee within 45 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Land Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter / Land Owners may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
- (iv) There are no litigations pending before any Court of law or authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Building and Apartments and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee intended to be created herein, may prejudicially be affected;

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be;
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises;
- (xi) The Promoter / Land Owners have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the occupancy / completion certificate has been issued and possession of Apartment or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or.
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice;

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

- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
 - (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 2 (two) months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated and such refund shall be subject to sale of the Apartment in the meantime by the Promoter and amounts having been received by the Promoter from the new transferee thereof.

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

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the common areas within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate / completion certificate. However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mention in the notice, the Allottee authorized the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

Land Owners' Confirmation: The Land Owners have been made party to these presents to confirm the Allottee that the Land Owners shall join in as party to the deed/s of conveyance or transfer that would be executed and registered by the Promoter for sale of the Apartment in favour of the Allottee without claiming any consideration or additional consideration from the Allottee. The Land Owners' obligation is limited to transfer of land comprised in the said Premises, which may either be in favour of Allottees individually or the Association of Allottees, as may be applicable.

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

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations and/or the Land comprised in the said Premises to be carried out in favour of the Association / Maintenance Company or else, then the deed of conveyance in respect of the said Unit shall be so executed and registered by the Promoter and Land Owners in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations and/or the proportionate share in the Land comprised in the said Premises, as applicable).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project.

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

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services (not due to wear and tear) or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of issue the completion / occupancy certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement(s) in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT :

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

17. ADDITIONAL CONSTRUCTIONS

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

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

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

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

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

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

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

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

24. **WAIVER NOT A LIMITATION TO ENFORCE**

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

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

25. **SEVERABILITY**

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

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

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

27. **FURTHER ASSURANCES**

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

28. **PLACE OF EXECUTION**

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

29. **NOTICES**

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

30. **JOINT ALLOTTEES**

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

31. **SAVINGS :**

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

32. **GOVERNING LAW**

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

33. **DISPUTE RESOLUTION**

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

34. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Unit in terms of this agreement and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Apartment or his rights under this Agreement without the consent in writing of the Promoter first had and obtained **Provided That** the Allottee may nominate transfer or alienate the said Apartment or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 24 (twenty-four) months from the date hereof ("Lock-in Period") and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a fee / charge of **Rs.5,00,000/= (Rupees five lacs only)** or such other fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation, plus applicable GST, **And Subject Nevertheless To** the following terms and conditions:

- i) The Promoter shall consent to such nomination transfer or alienation only upon being paid the fee / charge as aforesaid;
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- iv) Under no circumstances, the Allottee shall be entitled to let out the said Apartment before possession of the said Apartment is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.

- 34.1 It is clarified that any change in Allottee's control or ownership (if being a Company or a partnership or an LLP etc.) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.
- 34.2 Transfer of the said Apartment after the Promoter has executed / caused to be executed the deed of conveyance of the said Unit in favour of the Allottee shall not be governed by this clause.
35. **OTHER PROVISIONS:**
- 35.1 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the Project / Building or other parts of the said Premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the Project / Building and the Said Premises or the sale or transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Allottee, the Promoter is restrained from construction at the Said Premises and/or transferring and disposing of the other units / apartments / saleable spaces in the Project / Building or the Said Premises then and in that event without prejudice to such other rights the Promoter and/or the Land Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Land Owners for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by them or any of them.
- 35.2. Save the said Unit, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other flats / units and spaces or store-rooms or constructed areas or parking spaces at the said Premises or the Building thereat.
- 35.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain flats may have the exclusive open to sky Terrace / Gardens attached to their respective flats and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 35.4 The Allottee shall within 3 (three) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- 35.5 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 35.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.7. The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Building at the said Premises and also the covered spaces in the Building (including parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 35.8 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.9 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Land Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising

further storey or stories on the roofs for the time being of the Building and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises to the new constructions) as be deemed to be expedient to make such areas and constructions tenable and to use, enjoy, hold and/or sell transfer the same to any person or persons on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in various matters, including in Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Land Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

- 35.10 The Promoter may, in its absolute discretion, shall also be entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous / in close vicinity to the existing property, thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of some or all of the Common Areas Installations and Facilities in the said Premises / existing property.
- 35.11 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roof for the time being of the Building or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 35.12 A divided and demarcated portion of the Top Roof of the Building on its **Western** side above the Flat / Apartment covering the entire 16th Floor of the Building, including the parapet walls thereof and the internal staircase connecting the 16th Floor with the said divided and demarcated portion of the Top Roof of the Building on its **Western** side, is attached to and shall belong solely and exclusively to the Allottee of the Apartment / Flat on the 16th Floor of the said Building at the said Premises and none of the other allottees shall have any right title or interest therein whatsoever. The remaining divided and demarcated portion of the Top Roof of the Building on its **Eastern** side shall be meant for common use and enjoyment of all the Allottees / Co-owners;
- 35.13. The Allottee shall have no connection whatsoever with the allottees / purchasers / buyers of the other units / apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.14 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.15 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.
- 35.16 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations

and/or the land comprised in the said Premises or any part thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter and/or the Land Owners shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Land Owners fully indemnified with regard thereto;

- 35.17 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.18 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by the Maintenance In-charge and the costs and expenses thereof shall form part of the common expenses.
- 35.19 The Allottees of Units in the Project shall be entitled to user and enjoyment of the said Common Passage (which is delineated in the **First Plan** annexed hereto duly bordered thereon in "____") on the south-eastern side of the said Premises in common with the owners and occupiers of the building at a portion of the adjoining premises No.5A/1A Lord Sinha Road, P.S. Shakespeare Sarani, Kolkata 700071, in the same manner and with same rights and obligations as the owners and occupiers of the building at a portion of the said adjoining premises No.5A/1A Lord Sinha Road. The expenses pertaining to the said Common Passage, attributable to the Project at the said Premises, shall be included in the common expenses of the Project and to be borne by the Allottees proportionately. .
- 35.20 The Project at the said Premises shall bear the name "**The ICON**" unless changed by the Promoter from time to time in its absolute discretion.
- 35.21 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :

SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNERS:

WITNESSES TO ALL THE ABOVE:

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO: (said Premises)

All That the municipal Premises No.5A/1C, Lord Sinha Road, Police Station Shakespeare Sarani, Kolkata-700071, containing revenue free land measuring 34 Cottahs 14 Chittacks 10 Sq.ft more or less, comprised in holding No.65 Block XIX of the South Division in Municipal Ward No.63 within the limits of the Kolkata Municipal Corporation and butted and bounded as follows -

On the East : Partly by Lord Sinha Road, partly by the building 'Amarsudha' at 5A/1A Lord Sinha Road and partly by Common Passage;
 On the West : By Premises Nos.55 & 55/1, Chowringhee Road, Kolkata;
 On the North : By partly by premises No.5A/1B, Lord Sinha Road, Kolkata and partly by Premises No.4, Lord Sinha Road, Kolkata; and
 On the South : Partly by Premises No.5B, Lord Sinha Road, Calcutta and partly by the building 'Amarsudha' at 5A/1A Lord Sinha Road.

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

THE SECOND SCHEDULE ABOVE REFERRED TO: (UNIT)

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

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

With right to park _____ medium sized **motor car/s** in the covered space in the **Basement** of the Building, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

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

With _____ stack parking space for parking of _____ medium sized motor cars (i.e. one car to be parked above the other on mechanical stack) in the _____, exact location to be identified by the Promoter on or before the Deemed Date of Possession. The Allottee is aware that the said stack parkings are dependent on each other.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART-I (Common Areas and Installations)

- a) Land comprised in the said Premises.
- b) Entrance and exit gates of the said Premises (with provision for exclusive use and enjoyment of some of them for specific flats / apartment / units in terms of this agreement).
- c) Landscaped Paths passages and driveways (with provision for exclusive use and enjoyment of some of them for specific flats / apartment / units in terms of this agreement) in the said Premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for its own exclusive use or exclusive use of any group / segment.
- d) Entrance Lobby (with provision for exclusive use and enjoyment of some of them for specific flats / apartment / units in terms of this agreement).
- e) Staircases, lobbies and landings (with provision for exclusive use and enjoyment of some of them for specific flats / apartment / units in terms of this agreement).

- f) **A divided and demarcated portion of the top Roof of the Building** on its **Eastern** side.
- g) **3 (Three)** high-speed passenger lifts (including 1 stretcher lift) along with lift shafts and the lobby and lift machine rooms (with provision for exclusive use and enjoyment of some of them for specific flats / apartment / units in terms of this agreement).
- h) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- i) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts.
- j) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different flats.
- k) Underground water reservoir with a pull-on pump installed thereat.
- l) Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Project and from there to the municipal drain.
- m) BMU room.
- n) Requisite arrangement of Intercom/ EPABX with connections to each individual flat from the reception in the ground floor.
- o) Boundary Walls.
- p) Common Toilets & Shower area for driver's / domestic help
- q) CCTV surveillance and other state-of-the-art security systems
- r) Modern equipment's and measures for Fire-fighting & Fire-safety in compliance with norms
- s) Provision for DTH Connection (Centralised System)
- t) Sewerage Treatment Plant
- u) Garbage dumping point/space
- v) Dedicated Visitors' Car Parking spaces for ____ cars
- w) Administration office
- x) Drivers sitting area

It is clarified that the Common Areas and Installations shall not include the parking spaces, exclusive terraces (if any) at different floor levels attached to any particular flat or flats, a divided and demarcated portion of the top roof of the Building as dealt with elsewhere in these presents, exclusive greens / gardens (if any) attached to any particular flat or flats and other open and covered spaces at the Premises and the Building which the Promoter / Land Owners may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Land Owners shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

It is also clarified that some of the Common Areas and Installations are meant and intended for exclusive use and enjoyment by the owners and occupiers of Units on the **14th to 16th Floors** of the Building (in short called "the **Upper Floors' Exclusive Common Areas**"), while the rest are to remain common between owners and occupiers of Units on all the Floors of the Building A detailed scheme of use of common areas is set out in **Annexure "C"** hereto.

It is also clarified that the owners and occupiers of Commercial Units shall be entitled to use of only limited Common Areas and Installations (i.e. not entitled to use of all of them), as detailed in **Annexure "C"** hereto.

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

TO SET OUT

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

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the common areas, the main structures and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Project and enjoyed or used by the Allottees in common with each other, main

entrance and exit gates, landings and staircases of the Project and enjoyed by the Allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the common areas, the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Project / said Premises so enjoyed or used by the Allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired condition.

2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations and also the costs of repairing, renovating and replacing the same, including AMC, insurance etc.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the Project / Building, including the title to the land, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

It is clarified that Common Expenses pertaining to the **Upper Floors' Exclusive Common Areas** shall be derived / calculated separately and the same shall be borne paid and **shared exclusively by the owners and occupiers of the Upper Floors** only.

It is also clarified that inasmuch as the owners and occupiers of Commercial Units shall be using only limited Common Areas and Installations (i.e. not entitled to use of all of them), their rate of maintenance charges shall be **70%** of the maintenance charges applicable to owners and occupiers of Residential Units generally (i.e. without accounting for the **Upper Floors' Exclusive Common Areas**).

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

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

Head	Price
(i) Apartment No _____, Floor _____; Carpet Area _____; Built-up Area _____; Super Built-up Area _____;	Rs. _____
(ii) Preferred Location Charges - _____;	Rs. _____
(iii) Preferred Location Charges - Floor Rise;	Rs. _____
(iv) Preferred Location Charges - South Facing;	Rs. _____
(v) exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____
(vi) _____ number and _____ type Car parking at _____ level;	Rs. _____
(vii) _____ number Two Wheeler parking at _____ level;	Rs. _____
Add : GST	Rs. _____
	Rs. _____

On Possession of the Unit	_____ % of the Consideration

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

- A. By 8 (eight) several Indentures all dated 30th June, 2001 made between Raj Kumar Jhunjunwala, Vijay Kumar Jhunjunwala, Ashok Kumar Jhunjunwala and Vinod Kumar Jhunjunwala therein called the Vendors of the First Part and Smt. Bimala Jhunjunwala, Smt. Uma Jhunjunwala, Smt. Alka Devi Jhunjunwala, Smt. Minu Jhunjunwala, Siddharth Jhunjunwala, Master Atul Jhunjunwala, Master Ankit Jhunjunwala and Master Anant Jhunjunwala therein called the Confirming Parties of the Third Part, for the consideration mentioned therein sold transferred conveyed **All That** the main building (contained a ground floor and three upper floors) lying situate on the Eastern side (facing Lord Sinha Road, Calcutta) Together with All That demarcated piece or parcel of land containing an area of 21 Cottahs 7 Chittacks 8 Sq.ft (equivalent to 1434.68 Sq.mtrs.) being Lot "A" and being the separated and demarcated portion lying situate on the Eastern side formed out of the said remaining premises No.5A/1A, Lord Sinha Road, Kolkata-700071, within the limit of KMC Ward No.63 and within P.S. Shakespeare Sarani in the town of Kolkata, absolutely and forever, which were all duly registered as hereinafter stated with the office of the Additional Registrar of Assurances-II, Kolkata in Book No.1 Volume No.1 Pages 1-52, all in the year 2001, the details whereof are mentioned hereinbelow:-

Sl.No.	Purchaser	undivided Share conveyed out of the said Lot "A"	Deed No.
1.	Shree Biharijee Properties Private Limited	1/8 th share	4397
2.	K.S. Marketing Private Limited	1/8 th share	4399.
3.	Crystal Properties Private Limited	1/8 th share	4400
4.	Angels Housing Complex Private Limited	1/8 th share	4404
5.	Pioneer Land & Building Developers Private Limited	1/8 th share	4406
6.	Mukul Housing Private Limited	1/8 th share	4407
7.	Balaji Housing Complex Private Limited	1/8 th share	4412
8.	Bimla Properties Private Limited	1/8 th share	4414

- B. By another 8 (eight) several Indentures all dated 30th June, 2001 made between Raj Kumar Jhunjunwala, Vijay Kumar Jhunjunwala, Ashok Kumar Jhunjunwala and Vinod Kumar Jhunjunwala therein called the Vendors of the First Part and Smt. Bimala Jhunjunwala, Smt. Uma Jhunjunwala, Smt. Alka Devi Jhunjunwala, Smt. Minu Jhunjunwala, Siddharth Jhunjunwala, Master Atul Jhunjunwala, Master Ankit Jhunjunwala and Master Anant Jhunjunwala therein called the Confirming Parties of the Third Part, for the consideration mentioned therein sold transferred conveyed **All That** the western building (contained a ground floor and four upper floors lying situate on the Western side facing main building of Lot "A" (save and except the rights and ownership of Flat No.8 on North side on the first floor of said building and proportionate undivided indivisible ownership in land) Together with remaining undivided proportionate indivisible and variable share of All That demarcated piece or parcel of land containing an area of 17 Cottahs 7 Chittacks 7 Sq.ft (equivalent to 1166.94 Sq.mtrs) being Lot "B" and being the separated and demarcated portion lying situate on the Western side formed out of the said remaining Premises No.5A/1A, Lord Sinha Road, Kolkata-700071 within the limit of KMC Ward No.63, within P.S.Shakespeare Sarani in the town of Kolkata, absolutely and forever, which were all duly registered as hereinafter stated with the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1 Volume No.1 Pages 1-52, all in the year 2001 the details whereof are mentioned hereinbelow:-

Sl.No.	Purchaser	undivided Share conveyed out of the said Lot "B"	Deed No.
1.	Yamuna Binimoy Private Limited	1/8 th share	4411
2.	Yogamaya Binimoy Private Limited	1/8 th share	4416

3.	Trishul Binimoy Private Limited	1/8 th share	4420
4.	Vinayak Plaza Makers Private Limited	1/8 th share	4421
5.	Vinayak Binimoy Private Limited	1/8 th share	4423
6.	Yogsiddhi Binimoy Private Limited	1/8 th share	4424
7.	Neel Kamal Housing Private Limited	1/8 th share	4426
8.	Ma Kali Properties Private Limited	1/8 th share	4428

- C. Subsequently by 7 (seven) several Indentures all dated 1st March 2008 made between (1) Shree Biharjee Properties Private Limited, (2) K.S. Marketing Private Limited, (3) Crystal Properties Private Limited, (4) Angels Housing Complex Private Limited, (5) Pioneer Land Building Developers Private Limited, (6) Mukul Housing Private Limited, (7) Balaji Housing Complex Private Limited, and (8) Bimla Properties Private Limited therein called the Vendors of the First Part, for the consideration mentioned therein sold transferred conveyed **All That** building commonly known as "Amarsudha" constructed on the demarcated portion (Southern Eastern Side) of Premises No.5A/1A, Lord Sinha Road, Kolkata -700071, containing 2 Cottahs 10 Chittacks 26 Sq.ft, within the limit of KMC Ward No.63, within P.S.Shakespeare Sarani in the town of Kolkata, absolutely and forever, which were all duly registered as hereinafter stated with the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1 Volume No.1, all in the year 2008 the details whereof are mentioned hereinbelow:-

Sl.No.	Purchaser	Confirming Party	Undivided Share conveyed	Deed
1.	Ramchandra Parolia	Hall Mark Consultants Private Ltd	1/12 th	1835
2.	1) Ashok Kumar Killa, and 2) Smt. Savitri Devi Killa	Hall Mark Consultants Private Ltd.	1/6 th	1836
3.	Sarda Estates Private Ltd.	Hall Mark Consultants Private Ltd.	1/6 th	1837
4.	Miss Bidisha Chakraborty	Hall Mark Consultants Private Ltd. And Mr. Pranab Chakraborty	1/6 th	1838
5.	1) Sushil Kumar Killa, and 2) Smt. Sarita Devi Killa	Hall Mark Consultants Private Ltd.	1/6 th	1839
6.	Akash Ganga Mercantile Private Limited	Hall Mark Consultants Private Ltd.	1/12 th	1840
7.	1) Ram Chandra Parolia 2) Smt. Sunil Kumari Parolia	Hall Mark Consultants Private Ltd.	1/6 th	1841

- D. By an Indenture dated 31st July 2014 made between (Smt.) Pushpa Devi Jhunjunwala as the Transferor of the one Part and (1) Ma kali Properties Private Limited, (2) Neel Kamal Housing Private Limited, (3) Trisul Binimoy Private Limited, (4) Vinayak Binimoy Private Limited, (5) Vinayak Plaza Makers Private Limited, (6) Yamuna Binimoy Private Limited, (7) Yogsiddhi Binimoy Private Limited and (8) Yogamaya Binimoy Private Limited therein jointly called the Transferees of the other Part and duly registered with the Additional Registrar of Assurances-II, Kolkata in Book I CD Volume No.47 Pages from 314 to 345 Being No.09672 for the year 2014, the said Transferor, (Smt.) Pushpa Devi Jhunjunwala for the consideration mentioned therein did grant convey transferred assign and assured unto and to the aforesaid Transferors **All That** the residential Flat No.8 containing 1706 sq. ft (more or less) super Built Up Area situated on the 1st (First) floor of the building on the Western Side Together with undivided proportionate share in the land containing 36 Cottahs 10 Chittacks 6 ½ Sq.ft being Premises No.5A/1A, Lord Sinha Road, Kolkata-700071, absolutely and forever.
- E. The said (1) Shree Biharjee Properties Private Limited, (2) K.S. Marketing Private Limited, (3) Crystal Properties Private Limited, (4) Angels Housing Complex Private Limited, (5) Pioneer Land Building

Developers Private Limited, (6) Mukul Housing Private Limited, (7) Balaji Housing Complex Private Limited, (8) Bimla Properties Private Limited, (9) Ma kali Properties Private Limited, (10) Neel Kamal Housing Private Limited, (11) Trisul Binimoy Private Limited, (12) Vinayak Binimoy Private Limited, (13) Vinayak Plaza Makers Private Limited, (14) Yamuna Binimoy Private Limited, (15) Yogsiddhi Binimoy Private Limited and (16) Yogamaya Binimoy Private Limited have jointly got their names mutated in the records of the Kolkata Municipal Corporation and the said land containing an area of 34 Cottahs 14 Chittacks 10 Square feet more or less, has been renumbered as Premises No.5A/1C, Lord Sinha Road, P.S.Shakespeare Sarani, Kolkata-700071), each having distinctive share therein, as mentioned hereinbelow, that is to say:

Owner No.	Name	Share
1.	Shree Biharijee Properties Private Limited	6.64125%
2.	K.S. Marketing Private Limited	6.64125%
3.	Crystal Properties Private Limited	6.64125%
4.	Angels Housing Complex Private Limited	6.64125%
5.	Pioneer Land Building Developers Private Limited	6.64125%
6.	Mukul Housing Private Limited	6.64125%
7.	Balaji Housing Complex Private Limited	6.64125%
8.	Bimla Properties Private Limited	6.64125%
9.	Ma kali Properties Private Limited	5.85875%
10.	Neel Kamal Housing Private Limited	5.85875%
11.	Trisul Binimoy Private Limited	5.85875%
12.	Vinayak Binimoy Private Limited	5.85875%
13.	Vinayak Plaza Makers Private Limited	5.85875%
14.	Yamuna Binimoy Private Limited	5.85875%
15.	Yogsiddhi Binimoy Private Limited	5.85875%
16.	Yogamaya Binimoy Private Limited	5.85875%

Annexure "A"

Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- iii) **REGULATIONS** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall mean a section of the Act.
- v) **SAID PREMISES** shall mean the Municipal Premises No.5A/1C Lord Sinha Road, P.S. Shakespeare Sarani, Kolkata 700071, containing an area of **34 Cottahs 14 Chittacks and 10 Square Feet** more or less, more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- vi) **PROJECT AND/OR BUILDING AND/OR NEW BUILDING** shall mean and include the multistoried Building [having a Basement, a Ground Floor and 16 (sixteen) upper floors] named "**The ICON**" to be constructed by the Promoter at the said Premises, containing several independent and self contained flats, apartments, offices, shops / showrooms / retail spaces, servant quarters, store rooms, parking spaces and other constructed areas, with liberty to the Promoter to modify and/or expand and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same. The Allottee is aware that portions of the Building contain Commercial / Retail / office / Non-Residential Spaces and shall have no objection with regard thereto in any manner whatsoever.
- vii) **ALLOTTEES / CO-OWNERS / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or have agreed to purchase from the Promoter and taken possession of any Unit in the Project including the Land Owners and/or the Promoter for those units and other constructed spaces not alienated by the Promoter and/or Land Owners and/or reserved and/or retained by the Promoter and/or the Land Owners for their own exclusive use and/or not sold by the Land Owners or the Promoter.
- viii) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the said Premises mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed by the Promoter for common use and enjoyment of the Co-owners, **Subject To** the other provisions hereof and **Subject Also To** such variations or relocations as the Promoter may from time to time make therein.

It is clarified that the Common Areas and Installations shall not include the parking spaces, exclusive terraces (if any) at different floor levels attached to any particular flat or flats, a divided and demarcated portion of the top roof of the Building as dealt with later in these presents, exclusive greens / gardens (if any) attached to any particular flat or flats and other open and covered spaces at the Premises and the Building which the Promoter / Land Owners may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Land Owners shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

It is also clarified that some of the Common Areas and Installations are meant and intended for exclusive use and enjoyment by the owners / occupiers / allottees of Units on the **14th to 16th Floors** of the Building (in short called "**the Upper Floors' Exclusive Common Areas**"), while the rest are to remain common between owners and occupiers of **Residential** Units on all the Floors of the Building. A detailed scheme of use of common areas is set out in **Annexure "C"** hereto.

It is also clarified that the owners and occupiers of Commercial Units shall be entitled to use of only limited Common Areas and Installations (i.e. not entitled to use of all of them), as detailed in **Annexure "C"** hereto.

- ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Project and in particular the Common Areas and Installations and rendition of common services in common to the co-owners of the Project and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** hereunder written) to be contributed and shared by the Co-owners.

It is however clarified that Common Expenses pertaining to the **Upper Floors' Exclusive Common Areas** shall be derived / calculated separately and the same shall be borne paid and shared exclusively by the owners and occupiers of the **Upper Floors** only.

It is also clarified that inasmuch as the owners and occupiers of Commercial Units shall be using only limited Common Areas and Installations (i.e. not entitled to use of all of them), their rate of maintenance charges shall be _____% of the maintenance charges applicable to owners and occupiers of Residential Units generally (i.e. without accounting for the **Upper Floors' Exclusive Common Areas**).

- x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Co-owners in the Project for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xi) **UNITS** shall mean independent and self-contained Residential Flats / Apartments and/or Commercial / Retail / Office / Non-Residential Spaces and/or other constructed areas / saleable spaces (capable of being independently and exclusively used and enjoyed) in the Building and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / servant quarter(s) / store room(s) and/or Parking right(s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective flats / apartments / Commercial / Retail / Office / Non-Residential Spaces and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto.
- xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Basement and the Ground floor of the Building at the said Premises and also the open parking spaces in the open compound at the ground level of the said Premises and also the multi level mechanical parking system (if installed) as expressed or intended by the Promoter at its sole discretion for parking of motor cars, two wheelers and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his / her vehicle from time to time as be required).
- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment / Commercial Space, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment / Commercial Space;
- xiv) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any Flat / Apartment / Commercial Space and the area of the balconies / verandah therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.), if any, therein **PROVIDED THAT** if any wall or column or pillar be common between two Flats / Apartments / Commercial Spaces, then one half of the area

under such wall or column shall be included in the area of each such Flat / Apartment / Commercial Space.

- xv) **SUPER BUILT-UP AREA** according to the context shall mean and include the Built-Up Area of any Flat / Apartment / Commercial Space **And** shall include the proportionate share of the areas of the Common Areas in the Project, attributable to such Flat / Apartment / Commercial Space as shall be determined by the Promoter in its absolute discretion. It is clarified that Super Built-up Area has been given only for reference sake and has nothing to do with the pricing or other aspects of the said Unit agreed to be purchased by the Allottee.
- xvi) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall have the following meaning:
- The proportionate share of the Allottee in the Common Areas and Installations or in the Land comprised in the said Premises shall be the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the said Premises.
- PROVIDED THAT** where it refers to the share of the Allottee or any Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);
- xvii) **SAID APARTMENT / UNIT** shall mean the **Residential Flat / Commercial Space No.____** on the _____ floor on the _____ side of the Building morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written, with attached balconies / verandah / store room (if any), **and wherever the context so permits** shall include the Allottee's proportionate undivided indivisible variable impartible share in the Common Areas and Installations as also in the land comprised in the said Premises **and further wherever the context so permits** shall include the right of parking one or more motor car/s / two-wheeler/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace / Exclusive Garden / Green attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**;
- xviii) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 5th May 2017 registered with Additional Registrar of Assurances-II, Kolkata in Book No. 1, Volume No. 1902-2018, Pages from 1838 to 1896 Being No. 190200042 for the year 2018 entered into between the Land Owners and the Promoter;
- xix) **ASSOCIATION / MAINTENANCE COMPANY** shall mean any Association formed in accordance with the law or any Company incorporated under any provisions of the Companies Act, 2013 or any Syndicate Committee or Registered Society or any other Association of Persons of the Co-owners, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xx) **MAINTENANCE IN-CHARGE** shall upon formation of the Association / Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association / Maintenance Company and till such time the Association / Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xxi) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.

- xxii) **ARCHITECTS** shall mean (i) Hafeez Contractor of 29 Bank Street, Mumbai 400023 and (ii) MN Consultants Pvt. Ltd. of MNC House, 15/6 Rajdanga Main Road, Kolkata 700107 or such other Architect or Architects as may be appointed by the Promoter from time to time for the project at the said Premises;
- xxiii) **ADVOCATES** shall mean Messrs. Saraogi & Company, Advocates of No.7B Kiran Shankar Roy Road, 4th Floor, Kolkata appointed for the said Project at the said Premises;
- xxiv) **PLAN** shall mean the plan for the time being sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2107070036 dated 05/06/2017 for construction of the Building at the said Premises and shall include sanctionable modifications thereof and/or additions or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Land Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional areas / floors as elsewhere herein contemplated, the proportionate undivided share of the Allottee in the Common Areas and Installations and also in the Land comprised in the said Premises shall be and/or is likely to stand reduced.
- xxv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxvi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxvii) The expression **ALLOTTEE / PURCHASER** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators and/or successors;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:

1. As a matter of necessity, the ownership and enjoyment of the units / apartments by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee herein) shall be bound and obliged:

- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the Project / said Premises and the common purposes in accordance with the scheme herein envisaged;
- (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Project / said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association / Maintenance Company, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person.
- (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within 48 (forty-eight) hours of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
- (d-1) in case the said Unit be a residential flat / apartment, then to use their respective Residential flats only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc..) whatsoever without the consent in writing of the Developer first had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Developer or the Land-Owners to use or permit to be used any other residential flat / apartment for non-residential or other purposes.
- (d-2) In case the said Unit be an office / shop / showroom / commercial space / non-residential space, then the Allottee thereof shall use the same for the purpose for which the same is sanctioned in a decent and respectable manner and for no other purposes (including residential) whatsoever without the consent in writing of the Developer first had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Developer or the Land-Owners to use or permit to be used any other office / shop / showroom / commercial space / non-residential space for residential or other purposes. In case any office / shop / showroom / commercial space / non-residential space is converted to Residential user, which the Promoter / Land Owners shall be entitled to do so, then the Allottee thereof shall be entitled to common use and enjoyment of the applicable Common Areas and Installations in terms of this agreement and shall be liable for payment of regular maintenance charges at the same rate as the other allottees of residential units shall be liable to pay;
- (e) to install fire fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
- (f) to carryout all fitout works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
- (g) to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars / two wheelers, as applicable.
- (h) not to use the ultimate roof (common roof) of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.

- (i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the Building free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises.
- (k) not to claim any right whatsoever or howsoever over any unit or portion in the Project save their respective units.
- (l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a decent nameplate outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his flat / unit.
- (m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Project / said Premises or may cause any increase in the premia payable in respect thereof.
- (n) not to alter the outer elevation of the Building / Project or any part thereof nor decorate the exterior of the Building / Project or the said Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Project nor allow or permit any other person to do so.
- (p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Project.
- (q) To keep their respective units and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Project and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (r) In case any balcony / verandah / open terrace be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such balcony / verandah / open terrace independently (i.e. independent of the flat owned by such Allottee);
 - ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such balcony / verandah / open terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the open terrace or at any place in the said balcony / verandah / 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.
- (s) In the event any Allottee has been allotted any right of parking motor car / two wheeler or other vehicle within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car / two wheeler and for no other purpose whatsoever and shall not at any time

claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car / two wheeler thereat;

- (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car / two wheeler at such Parking Space or allow or permit any one to park car / two wheeler or other vehicle at such parking space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person, with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the flat only to any other owner of flat in the Project and none else;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car / two wheeler or any other vehicle nor shall claim any right of parking motor car / two wheeler or any other vehicle in or at the driveways pathways or passages within the Project or any other portion of the said Premises save at the allotted Parking Space;
 - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the parking spaces in the Project and the said Premises.
 - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owners and the Maintenance In-charge with regard thereto.
- (t) In the event any Allottee has been allotted any store room / servant quarter, whether jointly with the flat or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such store room / servant quarter only for the purpose of storage or lodging of servant, as applicable, and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room / servant quarter or part with possession of the same, independent of his Unit,;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the store room / servant quarter.
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room / servant quarter and shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association / Maintenance Company with regard thereto.
- (u) In case any exclusive right to use any space, to be used as garden, be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i) The allottee thereof shall not be entitled to sell convey transfer or assign such space independently (i.e. independent of the flat owned by such Allottee);
 - ii) The allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) in such space nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.

- iv) The allottee thereof shall not display any signboard, hoarding or advertisement etc. in such space so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
 - v) The allottee thereof shall maintain such space at its own costs and expenses.
 - vi) The allottee thereof shall use such space only as a garden and nothing else and in doing so to ensure that there is no heavy load thereat on account of soil, mud, water etc.
 - vii) The allottee thereof shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of such space.
 - viii) The allottee thereof shall remain liable for payment of all municipal and other rates and taxes and all other outgoings payable in respect of such space, it being clarified that common area maintenance charges shall not be applicable to the same, and the allottee thereof shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association / Maintenance Company with regard thereto.
- (v) not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units or any activity which may cause nuisance or annoyance to the Allottees.
 - (w) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
 - (x) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns, walls etc., nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
 - (y) not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balconies / verandahs / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
 - (z) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Services Act and rules made thereunder and shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
 - (aa) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, any Development Authority, CESC, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Project and to make such additions and alterations in or about or relating to their respective units and/or the Project as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Land Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
 - (bb) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
 - (cc) not to fix or install air conditioners in their respective flats save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their

respective flats approved by the Promoter and shall further ensure that all water discharged by the air conditioning units is drained within their respective flats.

- (dd) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Association / Maintenance Company differs from the colour scheme of the Building / Project or deviation of which in the opinion of the Promoter or the Association / Maintenance Company may affect the elevation in respect of the exterior walls of the Building / Project and if so done by any Allottee, such Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (ee) not to make in the flat / apartment / commercial space any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and/or the Land Owners and/or other Allottees and shall fully indemnify them and each of them.
- (ff) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the Deemed Date of Possession / Date of Commencement of Liability:-
- i) Municipal and other rates and taxes, commercial surcharge (if applicable) and water tax, if any, whether existing or as may be imposed or levied at any time in future, assessed on or in respect of their respective Flats / Apartments directly to the authorities concerned Provided That so long as their respective Flats are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the Promoter / Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Premises;
 - ii) Electricity charges for electricity consumed in or relating to their respective Units.
 - iii) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees of **Residential Units** on the **14th to 16th floors** shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Rs._____ (Rupees _____ only) per Square Foot per month on Super Built-up area basis, plus applicable GST, if any **And** the Allottees of **Residential Units** on the **3rd to 12th floors** shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Rs._____ (Rupees _____ only) per Square Foot per month on Super Built-up area basis, plus applicable GST, if any **And** the Allottees of **Commercial Units** on the **1st and 2nd floors** shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Rs._____ (Rupees _____ only) per Square Foot per month on Super Built-up area basis, plus applicable GST, if any. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter / Association / Maintenance Company at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
 - iv) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC from its consumers for the delay payment of its bills).
- (gg) to observe such other covenants as be deemed reasonable by the Promoter and/or the Association / Maintenance Company from time to time for the common purposes.
- (hh) the Allottee is aware that the Promoter has undertaken the construction of the said Project by following the norms and practices applicable to Green Buildings and the said Project has been granted pre-certified platinum rating by Indian Green Building Council (IGBC). The Allottee shall remain bound to abide by the practices, norms, guidelines for water conservation, handling of house-hold waste, energy efficiency, beautification and greenery and other like features of the green buildings for the benefit of the Project. The Allottee shall ensure that the norms, practices and the legal requirements / guidelines of SEAC / SEIAA / Pollution Control Board in relation to the operation and maintenance (O & M) of the common facilities

viz. STP, Solid Waste System, Solar Street Lights etc., within the Project are duly and regularly observed, fulfilled and abided by the Allottee and the Maintenance Company / Association. Without prejudice to the above, the Allottee shall observe fulfill and comply with the following norms guidelines and conditions:

- a) If the Allottee installs any air conditioning machine in his apartment then it will be mandatory for him to use Non-CFC based AC units.
- b) The Allottee shall compulsorily install the exhaust fan to use below mentioned rating fan unit for his flat / apartment:

Location	Floor Area	Minimum Airflow
Kitchen	≤ 9.30 sq.m (100 sq.ft)	100 cfm
Bathroom	≤ 4.64 sq.m (50 sq.ft)	50 cfm
For Kitchen and Bathroom with higher flow areas than the above values, airflow will have to be proportionally increased.		
The Allottee shall ensure that the exhaust systems take away the polluted indoor air to the outdoors and exhaust outlet into common areas is not allowed.		

- c) The Allottee shall compulsorily use the below mentioned paint over POP or Gypsum in his flat / apartment:

Type of Material	VOC Limit (g/L less water)
Paints:	
Non-flat (Glossy paints)	150
Flat (Mat) paints	50
Anti-corrosive/ anti-rust paints	250
Varnish	350
Adhesives	
Glazing adhesives	100
Tile adhesives	65
Wood adhesives	30
Wood flooring adhesives	100

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letter box specifically provided for the said Unit or with the security guard of the Project. In case of any discrepancy or dispute that the Allottee may have with regard to such bills, the same shall be sorted out within a reasonable time Provided That the payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date.
3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building / Project and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other co-owners proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (two percent) per mensem on all the amounts in arrears, as also all expenses on account of disconnection and/or reconnection of utilities and facilities, and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
- (i) disconnect the supply of electricity (if provided through sub-meter) to the said Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
 - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building.
- 4.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, commercial surcharge (if any), Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

Scheme for Use of Common Areas and Installations

- A. Upper Floors' Exclusive Common Areas i.e. Common Areas and Installations meant and intended for exclusive use and enjoyment of owners / occupiers of Flats / Apartments / Units on the 14 to 16th Floors of the Building, to the exclusion of the Flats / Apartments / Units on All The Other Floors:**
- i) Middle Entrance Gate No.2 on the **Eastern** side of the said Premises and divided and demarcated portion of the driveway, as delineated in the **First Plan** annexed hereto duly bordered therein in "____" borders.
 - ii) Western side Passenger lift (i.e. the Third lift if moving from east to west) having door opening towards the south; and Entrance Gate on the **South-Eastern Side** of the Building and Lobby with Attached Toilets, all delineated in the **First Plan** annexed hereto duly bordered therein in "____" borders.
- B. Limited Right of owners / occupiers of Commercial floors (1st and 2nd) to use Common Areas and Installations shall be as follows:**
- i) Permitted to use the following Common Areas and Installations, in common with all other owners and occupiers of the Building and the said Premises.:
 - a) Entry from Main Gate No.1 on the **North-Eastern** side of the said Premises and Exit from Gate No.3 (i.e. gate at the said Common Passage), in common with all other owners and occupiers of the Building and the said Premises.
 - b) Car parking at exclusive allotted car parking space, exact location to be identified by the Promoter on or before the Deemed Date of Possession..
 - c) Visitor's car parking at visitors allotted space only, if available, in common with all other owners and occupiers of the Building and the said Premises. If not available than to park outside the said Premises.
 - d) Entrance to the Building from the "East" gate as shown in the **First Plan** annexed hereto, in common with all other owners and occupiers of the Building and the said Premises.
 - e) Service lift and both staircases, in common with all other owners and occupiers of the Building and the said Premises.
 - ii) Not Permitted to use the following Common Areas and Installations:
 - a) Building's Main Entrance Lobby.
 - b) Residential Lifts and Lift Lobby.
 - c) Club facility on the 13th floor;
 - d) Common Roof;
 - e) Upper Floors' Exclusive Common Areas.
 - f) All other areas and installations not forming part of item No.B(i) above;
- C. Save and except the Upper Floors' Exclusive Common Areas (which are exclusively reserved for owners / occupiers of Flats / Apartments / Units on the 14 to 16th Floors), the owners / occupiers of all Residential Units on the 3rd to 16th Floors shall be entitled to common use and enjoyment of all other Common Areas and Installations.**