

& AMENITIES:-

shall include corridors, ways, passages, stairs, staircases, stair landings, common lavatories, water pump and motor, underground reservoir, overhead tank, water courses, lifts, lift rooms, security room, pump house, drive-ways, Generator, transformer, Fire Fighting systems and other facilities which may be actually agreed upon by and between the parties and required for the establishment, location, enjoyment, maintenance and / or management of the said building(s).

1.7 **SALEABLE SPACE**:- shall mean the space in the said building available for independent occupation after making due provisions for common facilities and amenities and the space required.

1.8 **COMMON EXPENSES**:- shall mean and include all expenses for the maintenance management and upkeep of the premises and in particular the common areas installations and facilities and for rendering of common services in common with the Co-Owner.

1.9 **COMMON PURPOSES**:- shall mean and include the purposes of managing maintaining and up-keeping the building(s) to be constructed on the said premises (and in particular the common areas installations and facilities), rendering of common service in common expenses and dealing with the and disbursement of the common expenses and dealing with the matters of common interest of the Co-Owner and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas installations and facilities in common.

1.10 **PROPORTIONATE OR**

PROPORTIONATELY:- according to the context shall mean the proportion in which the super built-up area of the Units in the building. **PROVIDED THAT** where it refers to the share of any rates and / or taxes amongst the Common expenses, then such share of the whole shall be determined on the basis such rates and / or taxes are being respectively levied (i.e. in case

the basis of any levy be area rental income of user of the respective units by the Co-Owner respectively).

1. **ADVOCATE** :- shall mean Mr. Asis Mukhopadhyay or such other Advocate or advocates as the Developer may appoint.
- 1.12 **TRANSFER** :- shall mean and include transfer by possession or by any other means for effectuating the transfer of space of Flat or other Units lawfully in accordance with the terms and conditions of this Agreement and implementation of this project even though such transfer may not amount to transfer within the meaning of the Transfer of Property Act.
- 1.13 **ARCHITECT** :- shall mean the person or persons who may be appointed by the above named Developer in consultation with the Owners for design and planning of the said building.
- 1.14 **BUILDING PLAN** :- shall mean the plan to be made and duly sanctioned from concerned authority with such alteration or modifications as may be made by the Developer, afterwards with the approval of the Owners from time to time and such plan will be sanctioned in the name of the owners herein.
- 1.15 **TRANSFeree** :- shall mean the person or persons, firm, association, company, limited company or any person to whom any space would be transferred.
- 1.16 **OWNERS' ALLOCATION** :- shall mean 60% of the New Building to be constructed on the said Property Together With proportionate share and/or

interest in the open spaces And Together With an undivided proportionate share and/or interest in the Land.

1.17 **DEVELOPER'S ALLOCATION :-**

shall mean 40% of the New Building to be constructed on the said Property Together With proportionate share and/or interest in the open spaces And Together With an undivided proportionate share and/or interest in the Land

1.18 **CONSTRUCTION/ COMPLETION TIME :-**

shall mean the time for construction and / or completion of the said building and obtaining completion certificate from KMC within 30 months from the date of obtaining plan sanction or receiving peaceful vacant possession of the said premises from the Owners herein, whichever is later with a grace period of 6 months, if needed.

1.19 **ASSOCIATION :-** shall mean the Association or Holding Organization of the Unit Holders of the said Buildings to be constructed on the **SAID PROPERTY**. The said Association shall be formed by the Developer upon sale and transfer of the Developer's allocation. It is mandatory for the Owners to join the association and be a member of it. The said Association, upon formation, shall take over the maintenance, management and administration and repairs of common portions of the said Buildings/total Buildings and shall remain in control management, maintenance, administration "thereof".

- 1.20 **UNITS** :- shall mean the flats and / or other constructed space or spaces built and constructed or intended to be built and constructed by the Developer at the said property and / or constructed area capable of being exclusively held or occupied by a person and / or persons at the said premises.

- 1.21 **PARKING SPACE** :- shall mean the covered spaces meant for car parking within the area of the building and also at the ground level in the open and abutting the said building.

- 1.22 **MASCULINE** :- gender shall include the feminine and neuter genders and **FEMININE** gender shall include the masculine and neuter genders and vice-versa and **NEUTER** gender shall include the masculine and feminine genders.

- 1.23 **SINGULAR** :- number shall include the plural number and vice-versa.

ARTICLE-II

TITLE INDEMNITY AND DECLARATION

Prior to entering into this agreement, the Owners do hereby assure, represent and confirm as follows:

2.1.1. That they are the lawful Owners and are absolutely seized and possessed of or otherwise well and sufficiently entitled to the **SAID PROPERTY** as an absolute and indefeasible estate in fee simple or an estate equivalent thereto free from encumbrances.

- 2.1.2 That they undertake to pay all rates taxes all other impositions and/or out goings payable in respect of the **SAID PROPERTY** upto the date of handing over possession.
- 2.1.3 That no certificate proceedings and/or notice of attachment has been levied and/or served under the Income Tax Act, 1961.
- 2.1.4 That no notice has been served on the Owners for the acquisition of the SAID Land under any Law or Acts and/or Rules made or framed thereunder and the Owners have no knowledge of issuance of any such notice or notices under any Acts and/or Rules for the time being in force affecting the **SAID PROPERTY** or any part thereof.
- 2.1.5 That no suit and/or proceeding is pending in any Court of Law affecting the **SAID PROPERTY** or any part thereof nor has the same been lying attached under any writ of attachment of any Court.
- 2.1.6 That the Owners have not entered into any agreement for sale/development in respect of the **SAID PROPERTY** or any part or portion thereof.
- 2.1.7 That the Owners have not created any encumbrances in respect of the **SAID PROPERTY**.
- 2.1.8 That the Owners also further covenant with the Developer to keep saved, harmless, indemnified the Developer from or against all loss, claim, encumbrances charges and equities which may come due to false declaration made by the Owners.
- 2.2 The Owners will sign, execute all documents required for applying and obtaining all necessary permissions and certificate as may be required for development of the said Property and also to sell the Developer's allocation.