

## AGREEMENT FOR SALE

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

### BY AND BETWEEN

**MARTIN BURN LIMITED**, (CIN No. L51109WB1946PLC013641), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Martin Burn House', 1, R. N. Mukherjee Road, Kolkata – 700 001, Post Office – G.P.O. Kolkata, Police Station – Hare Street, (**Income Tax PAN AABCM9913A**), represented by its authorized signatory, Mr.

\_\_\_\_\_, son of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality Indian, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, Kolkata – 700 \_\_\_\_\_, Post Office –

\_\_\_\_\_, Police Station – \_\_\_\_\_, having his **Income Tax PAN** \_\_\_\_\_ authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as "**PROMOTER**"

(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its/their successors and/or assigns) of the **FIRST PART**

**AND**

**INSTITUTE OF INTERNATIONAL TRADE**, a registered Charitable Trust, having its registered office at 6, Waterloo Street, 5<sup>th</sup> Floor, Room No. 504, Kolkata – 700 069, Post Office – Esplanade, Police Station – Hare Street (**Income Tax PAN AAATI4516R**), represented through one of its Trustees, Mr. \_\_\_\_\_, son of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality Indian, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, Kolkata – 700 \_\_\_\_\_, Post Office – \_\_\_\_\_, Police Station – \_\_\_\_\_, having his **Income Tax PAN** \_\_\_\_\_, authorized vide letter dated \_\_\_\_\_, hereinafter referred to as “**LAND OWNER**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its/their successors and/or assigns) of the **SECOND PART**

**AND**

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

\_\_\_\_\_, son of \_\_\_\_\_, by nationality \_\_\_\_\_, by faith \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, PIN - \_\_\_\_\_, Post Office – \_\_\_\_\_, Police Station – \_\_\_\_\_, (**Income Tax PAN: \_\_\_\_\_**), hereinafter referred to as “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**

**[Or]**

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

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, PIN - \_\_\_\_\_, Post Office – \_\_\_\_\_, Police Station – \_\_\_\_\_, (**Income Tax PAN \_\_\_\_\_**), represented by its authorized signatory, Mr. \_\_\_\_\_, son of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality Indian, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, PIN - \_\_\_\_\_, Post Office – \_\_\_\_\_, Police Station – \_\_\_\_\_, having his **Income Tax PAN** \_\_\_\_\_, authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **THIRD PART**

**[Or]**

[If the Allottee is a **PARTNERSHIP FIRM**]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, PIN - \_\_\_\_\_, Post Office – \_\_\_\_\_, Police Station – \_\_\_\_\_, (**Income Tax PAN \_\_\_\_\_**), represented by its authorized partner, Mr. \_\_\_\_\_, son of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality Indian, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, PIN - \_\_\_\_\_, Post Office – \_\_\_\_\_, Police Station – \_\_\_\_\_, having his **Income Tax PAN** \_\_\_\_\_, authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as “**ALLOTTEE**” (which

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **THIRD PART**

[Or]

[If the Allottee is a **LIMITED LIABILITY PARTNERSHIP FIRM**]

\_\_\_\_\_, a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having registration No. \_\_\_\_\_ and having its registered office \_\_\_\_\_, PIN - \_\_\_\_\_, Post Office – \_\_\_\_\_, Police Station – \_\_\_\_\_, (**Income Tax PAN** \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, Mr. \_\_\_\_\_, son of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality Indian, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, PIN - \_\_\_\_\_, Post Office – \_\_\_\_\_, Police Station – \_\_\_\_\_, having his **Income Tax PAN** \_\_\_\_\_, authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **THIRD PART**

[Or]

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

\_\_\_\_\_ (HUF), a Hindu Undivided Joint Mitakshara Family, having its residence at \_\_\_\_\_, PIN - \_\_\_\_\_, Post Office – \_\_\_\_\_, Police Station – \_\_\_\_\_, (**Income Tax PAN** \_\_\_\_\_), represented by its Karta, Mr. \_\_\_\_\_, son of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality Indian, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, PIN - \_\_\_\_\_, Post Office – \_\_\_\_\_, Police Station – \_\_\_\_\_, having his **Income Tax PAN** \_\_\_\_\_, hereinafter referred to as "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the coparcener/s, member/s for the time being of the said HUF and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**

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

**DEFINITIONS** — For the purpose of this Agreement for Sale, unless the context otherwise requires, —

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

- (c) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **"Section"** means a section of the Act.
- (e) **Architect** shall mean the Architect appointed or to be appointed from time to time by Promoter for the purpose of planning, designing and supervision of the construction of the Building(s).
- (f) **Apex Body or Federation** means an independent body formed by and consisting of all the associates registered under the WB Apartment Ownership Act or any other legal entity constituted of the Allottees in various buildings/phase where each such associate or any other legal entity , as the case may be , which cooperate in the maintenance and administration of common areas and amenities and facilities provided in the whole project while independently retaining control of its own internal affairs and administration in respect of each of the buildings/phase for which they are formed.
- (g) **Association of Allottees** means a collective body of the allottees of a real estate project , by whatever named called , registered under any law for the time being in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the allottees.
- (h) **Built-Up Area** shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein provided that if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects.
- (i) **Entire Project Plan** shall mean the plan relating to the Entire Project envisaged at present to comprise altogether two Projects/Phases more fully demarcated and externally bordered in Color "          " in the Plan attached herewith and marked "**Annex-A**".
- (j) **FSI or Floor Space Index** shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force.
- (k) **Phase I Plan** shall mean the project plan for this project duly identified and demarcated and internally bordered in Color "          " in the Plan attached herewith and marked "**Annex-A**".
- (l) **Phase II Plan** shall mean the part of this project duly identified and demarcated and internally bordered in Color "          " in the plan attached herewith and marked

**“Annex-A”.**

- (m) **Carpet/Chargeable Area** shall mean the net usable floor area of the Unit , excluding the area covered by the external walls, areas under the services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit , meant for the exclusive use of the Allottee but includes the internal partition walls of the Unit.
- (n) **Common Maintenance Expenses** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Co-owners/Co-Lessees and all other expenses for the common purposes to be contributed borne paid and shared by the Co- owners/Co-Lessees of the Entire Project including those mentioned in the **SCHEDULE ‘K’** hereto.
- (o) **Common Purposes** shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Builders and/or occupants of the respective units and all other purposes or matters in which Holding Organisation / Maintenance Body and occupants have common interest relating to Block/s Building/s in each of the phases/projects and/or the Entire Project.
- (p) **Common Area / Common Parts and Facilities** shall mean common areas of the Project including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, darwan/s quarter, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker’s room, Toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-Owners/ Co-Lessees and/or Co-Occupiers and the entire land in each phase if constructed in future more fully and particularly described in the **SCHEDULE ‘E’** hereunder. The Commercial Facilities shall include only those facilities which have been declared to be Common in the Real Estate Project. Commercial Facilities which are not specifically declared to be ‘Common’ can be sold by the Promoter to any person without any interference of the Allottees.
- (q) **Limited Common Areas and Facilities** shall mean such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the **SCHEDULE ‘F’**. The Open, Mechanical and Covered Car Parking areas (Dependent/Independent) including Basement shall be part of ‘Limited Common Areas’ as per the provisions of the West Bengal Apartment Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated garden space in ground floor plus the Reserved Areas as defined.

- (r) **Parking Space** shall mean right to use space either covered or open or in open land, sufficient in size for parking of car, two wheeler or cycles in the portions of ground floor level or at other levels, whether open or covered, of the Said Project and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc and shown in the Plans approved by the planning authority to be allowed by the Promoter for exclusive use of the Allottee who opts to take it from the Promoter at a consideration. The specifically allotted Car Parking spaces (Dependent / Independent) to a particular Allottee shall be regarded as 'Limited Common Area/ Reserved Car Park' to be allotted for the exclusive use by the individual Allottee as decided by the Promoter.
- (s) **Proportionate Share** will be fixed on the basis of the Carpet area/Built Up area of the Unit purchased in proportion to the Carpet area/Built-Up area of all the Units in the Residential Project or block as the case may be PROVIDED THAT where it refers to the share of the Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- (t) **Super Built-Up Area** according to the context shall mean and include the Built-up Area of any Unit And shall include the proportionate share of the areas of the Common Areas in the Project, attributable to such Unit 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.
- (u) **Structural Engineer** shall mean the Engineer appointed or to be appointed from time to time by Promoter for the preparation of the structural design and drawings of the buildings.
- (v) **Sanctioning Authorities** shall mean the Local Kalikapur -1 Gram Panchayet along with The South 24 Pargana Zilla Parishad Authorities.

**WHEREAS:**

- A. **The Land Owner i.e. Institute Of International Trade** is the absolute and lawful owner of **All That** piece or parcel of land containing an area of 471 Decimals, more or less, out of 563 Decimals as recorded in ROR as given below:

R. S. Dag No.	L. R. Dag No.	Classification	Total Area in Dag as recorded in ROR (in Decimals)	Subject matter of Area of Land (in Decimals)
1221	1224	Bastu Commercial	69	55
1222	1225	Doba	05	02
1602	1618	Bastu Commercial	200	200
1603	1619	Bastu Commercial	34	17

1604	1620	Bastu Commercial	11	11
1605	1621	Bastu Commercial	120	120
1622	1640	Bastu Commercial	31	14
1623	1641	Bastu Commercial	37	15
1624	1642	Bastu Commercial	11	11
1625	1643	Bastu Commercial	11	11
1626	1644	Bargadar	34	15
<b>Total:</b>			<b>563</b>	<b>471</b>

The total land measuring in aggregate an area of 477 Decimals, more or less, appertaining to R. S. Dag Nos. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624, 1625 & 1626 corresponding to L. R. Dag Nos. 1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642, 1643 & 1644 comprised in R. S. Khatian Nos. 827, 946, 242/972, 975, 408, 242, 247, 867, 868 & 421 corresponding to L. R. Khatian Nos. 585 & 1767, under Mouza Kalikapur, J. L. No. 95, Police Station – Sonarpur, District – South 24 Parganas, West Bengal – 743 613, District Registration Office at Alipore, Additional District Registration Office at Sonarpur (hereinafter referred to as "**Said Land**" and more specifically described in the **SCHEDULE '1A'** below) purchased vide (i) Sale Deed, dated 8<sup>th</sup> December, 2010 registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3094 to 3113, being No. 13483 for the year 2010 for land measuring about 60.42 decimals, (ii) Sale Deed, dated 8<sup>th</sup> December, 2010 registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3069 to 3093, being No. 13486 for the year 2010 for land measuring about 58.4 decimals, (iii) Sale Deed, dated 8<sup>th</sup> December, 2010 registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3029 to 3048, being No. 13494 for the year 2010 for land measuring about 56.77 decimals, (iv) Sale Deed, dated 8<sup>th</sup> December, 2010 registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3009 to 3028, being No. 13503 for the year 2010 for land measuring about 60.42 decimals, (v) Sale Deed, dated 26<sup>th</sup> July, 2011 registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 20, Page 4312 to 4326, being No. 08653 for the year 2011 for land measuring about 58 decimals, (vi) Sale Deed, dated 12<sup>th</sup> September, 2011 registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3813 to 3825, being No. 10396 for the year 2011 for land measuring about 54.45 decimals, (vii) Sale Deed, dated 12<sup>th</sup> September, 2011 registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3826 to 3838, being No. 10395 for the year 2011 for land measuring about 26 decimals, (viii) Sale Deed, dated 12<sup>th</sup> September, 2011 registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3839 to 3851, being No. 10394 for the year 2011 for land measuring about 51.27 decimals and (ix) Sale Deed, dated 12<sup>th</sup> September, 2011 registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3852 to 3865, being No. 10393 for the year 2011 for land measuring about 51.27 decimals. The Owner and the Promoter have entered into

an [collaboration development/joint development] Agreement dated 20<sup>th</sup> February, 2018 registered as document No. I-160401787 for the year 2018 at the office of the District Sub-Registrar – IV, South 24 Parganas, West Bengal.

It is further clarified as follows:

- (i) During the survey of the said land, it was found in the records of the B.L. & L.R.O. that 15 (fifteen) decimals of land in R.S. Dag No. 1626 corresponding to L.R. Dag No. 1644, out of the total land admeasuring about 471 decimals has been recorded as Bargadar and as such this area of the said land i.e. 15 decimals would not be used for the development and the Owner would hold that land exclusively for himself. Furthermore, the Owner would be granted access to this land area of 15 (fifteen) decimals in R.S. Dag No. 1626 corresponding to L.R. Dag No. 1644 from the area proposed for development i.e. 456 decimals (Four Hundred Fifty Six) decimals via a common passage as marked in Color “ \_\_\_\_\_ ” in the plan “Annex – A” .
  - (ii) During the survey of the said land, it was found in the records of the B.L. & L.R.O. that 2 (two) decimals of land in R.S. Dag No. 1222 corresponding to L.R. Dag No. 1225 out of the total land admeasuring 471 decimals has been recorded as Doba and as such this area of the said land i.e. 2 decimals would not be used for any commercial development.
- B.** With the intention of developing and commercially exploiting the said Land by constructing multi-storied buildings thereon and selling/ leasing out/ transferring flats/spaces (collectively Apartments), parking spaces (collectively **Parking Spaces**) and commercial units/spaces therein, the Owner appointed the Promoter, herein as the developer of the said Land to develop, on the terms and conditions recorded in an Agreement dated 20<sup>th</sup> February, 2018 duly registered with the office of the District Sub-Registrar – IV, South 24-Parganas in Book No. I, Volume No. 1604-2018, Page No. 45552 to 45610, Being No. 160401787 for the year 2018 in writing as modified by subsequent writings (collectively **Development Agreement**) and subsequently executed a Power of Attorney dated 3<sup>rd</sup> July, 2018 duly registered with the office of the District Sub-Registrar – IV, South 24-Parganas in Book No. I, Volume No. 1604-2018, Page No. 127232 to 127262, Being No. 160404336 for the year 2018 in favour of the Promoter for carrying out the said project of development and other purposes smoothly. In terms of the Development Agreement and the Power of Attorney, the Promoter has become entitled to sell, transfer, encumber or otherwise alienate or dispose off the Flats and Parking Spaces in the said Project and to appropriate the entire consideration thereof
- C.** The Promoter has formulated a scheme with the land owner to develop residential cum commercial complex on the said land (“**Project**”) and the said Land is earmarked for the purpose of building residential cum commercial project comprising multistoried apartment buildings in phased manner comprising of residential units



like Residential Apartments and named it as “**Jeevanam**”. The Phase-I of the Project shall be developed on 269 Decimals of land (more specifically described in the **SCHEDULE ‘1B’** below) and Phase-II on the remaining 185 Decimals of land (more specifically described in the **SCHEDULE ‘1C’** below) and collectively referred to as the said “**Entire Project**”. The Scheme of development has been formulated including but not limited to the following:

- i) The Allottees of Units in any one phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners of the Units and other spaces located in all the phases as defined herein.
- ii) It is presently envisaged that the Entire Project to be developed will consist of residential / commercial units. The Project will be constructed phase-wise wherein each phase will be treated as a distinct Project as per WBHIRA.
- iii) The Owners and the Promoter have further decided that the aggregate Ground Coverage/FAR sanctioned for the Entire Project need not be uniformly utilized in all the different projects / phases and the Promoter may vary the utilization of the sanctioned Ground Coverage/ FAR from phase to phase without exceeding the total sanctioned Ground Coverage/ FAR for the Entire Project.
- iv) This Project will consist of several independent segments, viz (i) Residential Units (ii) Commercial Units, (iii) Club, which may be changed and varied as per the decision of Promoter. The independent segments are only indicative and may be modified and varied at the option of the Promoter and in the manner prescribed in the Act without changing this phase/project as per the Agreement.
- v) All The Facilities and Amenities will be mutually shared by all the phases of the Entire Project and with the progression of development of the different phases the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase, both current and future, as part of a common integrated development. The Promoter is creating enough services and infrastructure keeping in mind all the future phases all the common Facilities and Amenities may not be made available as soon as the initial phases are completed as some of the Facilities will be made available only upon completion of the Entire Project and further the Promoter will have the right to shift the situation of a particular Facility from one phase to another for convenience without curtailing the facilities committed to the Allottee and also giving the facilities in committed time . In the absence of local law only, each Phase/Project will have a separate Association of

Apartment Owners and each Phase/Project will be under the mother/apex association. The mother/apex Association shall synergise all the individual Associations and the formation of the Mother/Apex Association will be progressive and concurrent with the completion of the Entire Project including Future Phases. Till such time the Mother/Apex Association takes over the entire administration, the Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities which is as and when made available for the benefit, use and enjoyment of the Allottees of all phases of the Entire Project towards maintenance of common pathways, basic infrastructure etc and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities and common services divided by the area of all phases for which notice of possession has been issued by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession in subsequent phases. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to all the phases. It is further provided that till such time the Mother/Apex Association is formed, the Promoter shall act as the Apex Association and on the formation of the Mother/Apex Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body. It is further provided that in case of completed phases/Incomplete Phases/ Future Extensions, the access rights and all other rights of easement etc shall be provided by the Promoter to the Allottees of all phases mutually through the completed pathways passing through the completed phases and progressing to the incomplete phases and further phases.

- vi) The Promoter has also made out proposed lay-out plan showing future proposed development as disclosed by the Promoter in his registration before WBHIRA Authority and further disclosed on the web-site as mandated by the Promoter.
- vii) The Promoter will take up construction and development of other phases of construction of the other Blocks of the Project in due course as per the Said Plan and add to the Entire Project.
- viii) The Allottee after fully satisfying himself /herself/ itself/ themselves about the rights of the Promoter and after inspection of the Plan sanctioned by the competent authorities in respect of the Phase/Project and all other permissions necessary for construction and development of the Phase, had applied for an apartment in the Project vide EOI / application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted/booked Apartment No. \_\_\_\_\_

having chargeable area (as per WBHIRA) of \_\_\_\_\_ square feet corresponding to Built-up area of square feet demarcated in the Floor Plan annexed hereto and marked **Annex-B** and pro rata share in the “common areas” (user right only since Common Area will be conveyed to Association) as defined under clause (m) of section 2 of the Act working out to super built-up area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on the \_\_\_\_\_ floor in Building Block No. \_\_\_\_\_ (“Building”) along with exclusive use of the garden attached to the Unit admeasuring \_\_\_\_\_ Sq. Ft. along with the right to use Garage / Covered (Dependent/ Independent) Car Parking Space / open/covered (Dependent/ Independent) Car Parking Space (Dependent/ Independent) No. / 2 wheeler parking admeasuring \_\_\_\_\_ square feet located on the Ground Floor of or around the Building Block as permissible under the applicable law (hereinafter referred to as the “Apartment/Unit” as per Unit Plan annexed hereto marked **Annex-B** and described in **SCHEDULE ‘A’**);

- D. The Allottee has been made aware and has unconditionally agreed that the occupants of apartments in other phases of the Project shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities and services of the Project which are so intended by the Promoter for use of the occupants of other parts/phases and also the FUTURE PHASES as defined hereinabove of the Project (Project Common Areas, Amenities and Facilities).
- E. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;
- F. 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 and with the further understanding that the Promoter may charge different rates from different allottees for Apartments for different locations, specifications and at different times.;
- G. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude diminish the right of any financial institution , fund, registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the Allottee in respect of his Unit in the said Project.
- H. 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/ Land Owner regarding the said Phase-I Land on which Phase-I of the Project is to be constructed have been completed and the same is confirmed by the land owner;

- I. The Promoter has caused a building Plan vide No. \_\_\_\_\_ dated \_\_\_\_\_ to be sanctioned by the \_\_\_\_\_ for construction of a residential cum commercial complex on Phase-I Land, more particularly described in the **SCHEDULE '1B'** written hereunder. It is clarified that building sanction Plan for Phase-II Project on the Phase-II Land, more particularly described in the **SCHEDULE '1C'** written hereunder shall be obtained in due course.
- J. The \_\_\_\_\_ [*Please insert the name of the concerned competent authority*] has granted the commencement certificate to develop the project vide approval dated \_\_\_\_\_ bearing registration No. \_\_\_\_\_;
- K. 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. \_\_\_\_\_;
- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- M. 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;
- N. 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 Apartment and the open/covered parking space (if applicable) as specified in Para C clause (viii)

**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 C clause (viii)

The total price for the (Apartment/Plot) based on the carpet area/chargeable area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only ("Total price") which includes cost of Apartment, cost of exclusive balcony or verandah area (if any), cost of exclusive open terrace areas (if any), proportionate cost of common area, taxes, maintenance charges as per Clause 13. Breakup and description is more fully described in **SCHEDULE 'B'** hereunder written

**Explanation:**

- a) The Total Price above includes Taxes consisting of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter 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 ("CC") or Occupancy Certificate ("OC") subject to Clause 13 hereafter providing that the cost of maintenance of the Apartment/Building or the Project or the Project shall be carried out by the Promoter upto a maximum period of 3 months after CC / OC which shall be included in the total price.
- b) Also includes Extras and Deposits , Incidental Charges etc which is mutually fixed and non-negotiable and the Allottee will not raise any issues in this regard in future.

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;

Also Provided that the benefits arising out of implementation of GST act and rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Purchase Consideration and the Allottee shall not claim, demand or dispute in regard thereto..

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;

- (i) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (ii) The Total Price of 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 paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, maintenance charges [as per Para 13] etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- (iii) Payment of any installment if made in advance shall be adjusted to the next installment as mentioned above . No interest shall be paid by the Promoter for such Advance payments made by the Allottee or by Housing Finance Companies/Banks etc on behalf of Allottee.
- (iv) The Allottee has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.
- (v) If prior to execution of the conveyance, the Allottee(s) nominates his/their booked apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter. However the first 12(twelve) months from the date of Application/Booking shall be a Lock-in Period during which time the Allottee shall not be permitted to nominate in favor of any third party. At the time of nomination the Transferee will be compulsorily required to register the Agreement for sale/nomination agreement. The Allottee shall pay a sum calculated @ 2% of the Total Price or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by or before nomination. The tentative specification of the Residential Segment is as given in the **SCHEDULE 'D'** below. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction , the Promoter , on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Builder shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the **SCHEDULE 'D'**.
- (vi) The Promoter shall provide the amenities for the use and enjoyment of the Allottee. The description of the tentative amenities and/or facilities in

the Residential Segment is as given in the **SCHEDULE 'E'** below. No substantial or significant changes will be done. Since the Entire Project will be developed project-wise/phase-wise the description and location of the Common areas/amenities pertaining to the Entire Project may change but so far as this phase is concerned no change will take place and facilities will not be curtailed and will be timely delivered.

- (vii) The Allottee agrees and understands that all the standard fitting, interiors furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit(s) exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not put any claim for such variation. The Promoter shall ensure that only approved specifications mentioned in the **SCHEDULE 'D'** hereunder is maintained.

- 1.2 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee. In case CESC or WBSSEDCL decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub-meters to the individual Allottees the Allottee may be required to pay proportionate Security Deposit.
- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in the **SCHEDULE 'C'** ("**Payment Plan**").
- 1.4 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 prepeded. 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.
- 1.5 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 herein at the **SCHEDULE 'D'** and the **SCHEDULE 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may 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 due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not materially affect the Unit in particular but shifting and altering the location of the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee, the Promoter will be allowed to change and for that the Allottee gives his consent. Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Promoter do so for the reasons to be recorded in writing and in that case consent of allottees shall not be required.

- 1.6 The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the Schedules/Annexures to this agreement, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts /agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.
- 1.7 The Promoter shall conform to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules from the date when such an excess amount was 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 **SCHEDULE 'C'**. 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 11.3 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 variable 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 along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act; Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided variable proportionate title in the common areas to the association of Allottees as provided in the Act and the Proportionate share of the Allottee in the land and also user right in the common areas and such rights shall always be variable.
- (iii) 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 subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

1.9 It is made clear by the Promoter, and the Allottee agrees that the Apartment along with            open/covered parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees like Club House etc. It is clarified that Project's Infrastructure, services, facilities and amenities shall be available only for use and enjoyment of the allottees of the Entire Project as stated in the agreement

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). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon 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 charges, if any, to the authority or

person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ /-. (Rupees \_\_\_\_\_ only) 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 [**SCHEDULE 'C'**] as may be demanded by the Promoter within the time and in the manner specified therein:

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

## 2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, the stipulated time as mentioned in the Payment [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of \_\_\_\_\_ payable at \_\_\_\_\_.

In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, **SUBJECT HOWEVER** the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment 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 from such bank/ Financial Institution.

## 3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable Laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange

Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 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 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:**

- (i) **Time is essence for the Promoter as well as the Allottee.** The Promoter shall abide by the time schedule for completing the project/phase 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 in the Phase to the association of the Allottees after receiving the occupancy certificate\* or the completion certificate/partial completion or both, as the case may be subject to the same being formed and registered as per local law. If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest at the prescribed rate which at present is prime lending rate of the State Bank of India plus two per cent p.a.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the **SCHEDULE 'C'** ("Payment Plan").

In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party

shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

- (ii) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

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

- 6.1 If any FAR remains unutilized in the earlier phases, the Promoter will be at liberty to consume the same either in the present phase or in later phases at its discretion. Subject to the terms that the Promoter undertakes to strictly abide by such plans approved by the Sanctioning Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions, if any, prescribed by the Act
- 6.2 **DEVELOPMENT OF PHASE-I:** The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall first develop the Phase-I of 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 West Bengal Panchayat Act, 1973 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 6.3 The Promoter will have the right to decide which Block(s) or Building(s) to construct first. The landscape and green areas will only be available on completion

of the entirety of the Project as the same may be utilized for construction activities during the construction period.

6.4 **DEVELOPMENT OF PHASE-II:** The Allottee hereby agrees that the Promoter shall have full and absolute right without any interference from the Allottee to develop the Phase-II of the Project on the adjacent **185 Decimals** of land by constructing residential apartments, as well as units for commercial use and the Allottee also covenants with the Promoter as follows:

6.4.1 Notwithstanding anything to the contrary elsewhere herein contained, it is expressly agreed and understood by and between the parties hereto that the Promoter shall be entitled to link the Phase-I Land of the said Phase-I Project with Phase-II Land of the said Phase-II Project and shall be entitled to give, take and/or share any right, title, interest, benefit, advantage, etc., with the Phase-II areas as the Promoter may from time to time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless and in addition thereto, the Promoter shall be at liberty to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the said Phase-I Land or project with Phase-II Land or project:-

- a) to amalgamate or merge the Phase-II areas or any part thereof with the said Phase-I Properties in such manner and to such extent as be deemed fit and proper by the Promoter;
- b) to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the said Phase-I Properties for any sanction, construction, use and enjoyment of the said Phase-II Land or project or any construction and developments thereon;
- c) to cause or allow building plans for constructions at the said Phase-II areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said Phase-I Land or project;
- d) to combine and/or connect the said Phase-I Land and the said Phase-II Land or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access-way, entry/exit points, or any common or other facility (including the Common Portions and Club) between the occupants of the said Phase-I Project and the said Phase-II Project in such manner and to such extent as the Promoter may deem fit and proper.
- e) for or relating to any such constructions, additions or alterations, etc., the Promoter shall, with the approval of the Architects, have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said Phase-I

Project viz. lifts, generators, sewerage treatment plant, transformers, water, electricity, sewerage, drainage etc., thereto as it deems expedient to use and enjoy the same.

**7. EASEMENT RIGHT:**

The land comprised in Phase-I and II shall have common easement rights and all the Unit owners of the buildings on the land comprised in both the Phases of the Project shall have the right to use the approach road and other common areas and facilities (including the Club, if any) comprised on the said Land, for which the Allottees of its own and/or with the Association and/or its members shall not raise any objection of whatsoever nature.

**8. THE CLUB:**

8.1 Promoter proposes to set up at its own cost a club (CLUB) at the Project which will be owned by Promoter and to be known by such name as may be so decided by Promoter. The building of the Club and the equipment etc. provided therein will be the property of Promoter. The right of the user and enjoyment however, shall be restricted only to those persons who shall become the members of the Club without any voting rights. The membership of the club will be offered to the public but shall be by invitation only. The allottees of the Units in 'Jeevanam' will be eligible to apply for the membership of the club. However acceptance of the any person/ allottees of 'Jeevanam' as member of the club shall be solely at the discretion of Promoter. If an Allottee becomes a member, cancellation of membership is not permissible. Transfer of membership will however be allowed if he sells his Apartment to any other Transferee.

8.1.1 The club operation and management will be done by Promoter or its representative or by any professional body as may be thought appropriate by Promoter. This professional body could also be a division, associate or company of the Promoter Group. If any Allottee becomes a member of the Club and In the event any Allottee leases or rents out his/her/its Apartment Unit , it will be mandatory of such Allottee to notify the Club/ Maintenance In Charge of such leasing/renting. The Allottee will thereafter be barred from using the Club / Common facilities till such time he/she/it is back in possession of the Apartment and its Lessee/Tenant will be entitled to utilize the Club / Common facilities as per rules. The Allottee and the Lessee/Tenant both cannot be a member of the club simultaneously.

8.1.2 The membership of the Club shall be in the name of resident individuals. If the allottee/ any other person is a body corporate, it will be required to nominate the occupier of the allotted Unit/user of the Club, who for all purposes, will be treated as the member of the club. The membership will entitle entry and usage of the club to the member. The member's spouse and dependant children below the age of 18 years shall also be included to use the club on such terms and conditions as

may be deemed fit by Promoter.

8.2 **Club Charges:** The Club Charges shall be as follows:

	<b>Per Membership opted</b>	<b>Payable</b>
Admission Fee (non-refundable)	A. Rs.75,000/- for 2BHK B. Rs.50,000/ for 1BHK C. Rs.30,000/ for 1BK	As per Schedule
Monthly subscription per membership	Total Yearly Expenses divided by No of members divide by 12	
Maximum Person * eligible for membership	8.2.1.1 <u>1BK – 2 pax</u> 8.2.1.2 <u>1BHK – 3 pax</u> 8.2.1.3 <u>2BHK – 5 pax</u>	

## 9. POSSESSION OF THE APARTMENT:

9.1 **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            with a grace period of six months (Completion date) in case the Promoter fails to complete the Project unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, etc. affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Promoter will be entitled to give block-wise and phase-wise possession upon obtaining the Completion Certificate / Partial Completion Certificate of a building block or a particular phase as the case may be irrespective of the fact that construction of other Blocks and/or other phases and /or provision of facilities / Amenities may be incomplete. 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.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

The right of the Allottee shall remain restricted to the respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project. The Promoter has provided to the Allottee a time schedule for construction progress based on the milestones on which payment is due. The dates provided are only tentative and for the purpose of dealing with contractors and will also make efforts to complete various stages as per the time schedule but the Promoter knows there will definitely be delays in the timelines provided but the Promoter assures the Allottee that the Project will be completed within the 'Completion date' provided herein above and accordingly tentative dates are mentioned in the payment plan.

## 9.2

### **Procedure for taking possession**

- a) **Possession for Fit-Out:** In case the Allottee seeks permission for carrying out Fit-Out within his Apartment, he will be permitted to do so only upon receiving the Completion Certificate(or at least after application for grant of CC is made) and upon payment of the entire consideration and Extras and Deposits as provided herein and also the requisite Stamp Duty and Registration charges payable on registration which shall be kept deposited by the Promoter in a designated Account till registration. During this time the Allottee will not be entitled to live in the Apartment till Occupation Certificate is received and Deed of Conveyance is executed.
- b) The Promoter, upon obtaining the Occupancy certificate/Completion Certificate/Partial Completion Certificate 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 payment of all amounts due and payable under this Agreement and registration of conveyance deed. However, upon the Promoter giving a written notice, the Promoter shall give and the Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice. 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be 3 months from the date of issuance of Completion Certificate. The Promoter shall hand over the photocopy of the Completion Certificate of the Project to the Allottee at the time of conveyance of the same.

- c) At the time of registration of conveyance, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable,. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the said land to be executed in favour of the Apex Body or Federation.

#### 9.2.1. **Deemed Possession**

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Promoter, the Allottee shall be deemed to have taken possession on the 15th day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the possession date ("Possession Date").

On and from the Possession Date:

- (i) The Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
- (ii) The Allottee shall become liable to pay the Maintenance Charges including GST, if applicable in respect of the Apartment and the Common Areas on and from 3 months from the Possession Date or as agreed;

The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest at the prescribed rate which at present is the Prime lending rate of SBI plus 2 % p.a. on the due amount and if such default shall continue for a period of two months then and in that event the Allottees shall not be entitled to avail of any of the facilities amenities and utilities provided in the Said Project and the Promoter/Association as the case may be , shall be entitled to take the following measures and the Allottee hereby consents to the same:

- a) To the discontinuance of supply of electricity and water supply to the Said Unit;

- b) not to allow the usage of lifts, either by Allottee , his/her/their family members, domestic help, staff and visitors;
- c) To discontinuance of the usage of all amenities and facilities provided in the said housing complex to the said Allottee and/his/her/their family members and guests, staff and visitors.

The above said discontinuances of the services and facilities shall not be restored till such time the Allottee have made payment of all the dues together with interest accrued at the aforesaid rate , including all costs, charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.

- (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Deemed Possession Date. Be it mentioned that the Incidental Charges , Extras and Deposits as per the terms of sale and provided in this Agreement are mutually fixed and non-negotiable and Allottees will not raise any issues in future in this regard and the Promoters and the Allottee agrees not to dispute the same.
- (iv) All other expenses necessary and incidental to the management and maintenance of the Project.

9.3 Schedule for possession of the Common Amenities: The Promoter herein is developing the said land which consists of various phases having common amenities like landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of First Phase on the said land . The Promoter assures to hand over possession of the said common amenities on [REDACTED] with a grace period of 6 months. The Allottee herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Apartment on the ground of non-completion of aforesaid common amenities if the said Apartment has received the Completion Certificate and the non-completion of the aforesaid common amenities does not affect his use or occupation of his Unit and he can cohabit in the Said Unit. However if the Promoter is not allowed by the Allottee or any person on his behalf to complete the remaining portion of the work, it shall be deemed to have been done as and against the Promoter.

9.4 After taking possession and/or after 105 days of the notice of possession of the Apartment the Allottee shall be liable to bear and pay the proportionate share (i.e in proportion to the carpet area/Built-up area of the Apartment ) of outgoings in

respect of the project land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and buildings. The amounts so paid and/or Deposits made on this account to the Promoter shall not carry any interest and such Deposit shall remain with the Promoter and the same shall be handed over to the Apex/Mother Association on completion of the Entire Project after deducting Maintenance charges incurred by the Developer in that account

#### 9.5 **Failure of Allottee to take the possession of Apartment**

9.5.1 Upon receiving a written intimation from the Promoter as per clause - above, 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 clause above, such Allottee shall continue to be liable to pay interest on amounts due and payable in terms of this agreement, maintenance charges, municipal tax and other outgoings and further holding charge of Rs.2500/- per month as Guarding Charges for the period of delay in taking possession.

9.5.2 The Allottee must not fail to take actual physical possession of the Apartment within a period of not more than three months from the date of completion failing which the Promoter may have the Allottee shall become liable to pay the Guarding Charges of Rs.2500/- p/m and all other losses which the Promoter may have suffered on this Account. The Allottee shall be liable to pay and/or contribute all Municipal rates, taxes, Guarding Charges, Maintenance and other outgoings proportionately for the Apartment 3 months from the date of possession or the Deemed date of Possession as the case may be whichever is earlier. Physical possession of the Apartment shall be withheld if all dues are not cleared by the Allottee. In case delivery of physical possession is withheld by the Promoter, the possession of the Apartment will be deemed to have been taken by the Allottees on the deemed date of possession (i.e. end of 15 days from date of the Notice of Possession).

9.5.3 Until the Society or Limited Company is formed and the Said structure of the phases is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution per month towards outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / assignment of lease of the structure of the phases is executed in favor of the Society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the phase the aforesaid deposits (less deduction provided for in this

Agreement) shall be paid over by the Promoter to the Society or association, as the case may be.

- 9.6 **Possession by the Allottee** - After obtaining the Completion Certificate/partial completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas (which includes entire land of the Phase), to the association of the Allottee on its formation 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 hand over the necessary documents and plans including common areas to the Association of Allottees within 30 days after obtaining the completion certificate or as per local laws.

- 9.7 **Cancellation by Allottee** -

- 9.7.1 The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act. Provided that subject to clause 9.7.2 below where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the Allottee shall serve a 90 (ninety) days' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the promoter herein is entitled to forfeit the booking amount paid for the allotment or 10% of the consideration and the applicable GST on such cancellation charges. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The balance amount of money paid by the Allottee after the aforesaid deductions shall subject to clause 9.7.3 below be returned by the promoter to the Allottee after selling the Unit to a new purchaser within 45 days of such cancellation. Once the said flat is resold to any other allottee and subject to allottee executing necessary document for revocation of the Sale Agreement executed by him/her with the Promoter for allotment/purchase of flat and pay/borne all cost for execution and registration of that revocation document.

- 9.7.2 Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee under this Agreement.

- 9.7.3 If the cancellation happens due to defaults in payment by the Allottee as per Payment Plan in the **SCHEDULE 'C'** and despite reasonable notice does not come forward for registration of the Cancellation/termination of the Agreement for

sale, the Promoter shall become entitled to cancel the Agreement for sale by executing and registering the Cancellation Agreement himself/itself and for this purpose the Allottee doth hereby grant the necessary power unto the Promoter to execute the said cancellation Agreement for and on his behalf as his Constituted Attorney.

9.7.4 It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

#### 9.8 **Compensation-**

9.8.1 The Promoter/Owner 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 but such liability shall cease with the handing over of the Common areas and the common purposes to the Association of Allottees.

9.8.2 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 herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified 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 45 days of its becoming due.

9.8.3 If any part or portion of the scheme of development is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottee(s) affected by such discontinuation or abandonment will have no right of interest and compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s).

9.8.4 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project or Project then and in that event without

prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Builder for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Builder.

9.8.5 If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the installment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Promoter completes a stage of construction earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation and objection. Allottee clearly agreed and understood that the payment obligations of the Allottee are linked inter-alia to the progress of construction and it is not a time linked plan. Allottee appreciate that time for payment of installments shall always be essence of the agreement and upon the failure of the Allottee to pay the installments on time as per the prescribed payment schedule, the Promoter will become entitled to terminate the allotment. Conversely if the Promoter does not deliver on time, the Promoter will be liable to be penalised as described in Clauses above.

9.8.6 The Promoter will not, at its sole discretion, entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings floorings on his own within the Unit he will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons therefore.

## **10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- a. The Land Owner has absolute, clear and marketable title with respect to the said Land; the Promoter requisites rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Phase I Project;
- c. There are no encumbrances upon the said Land or the Project

- d. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Phase-I Project, said Phase-I Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter and the Land Owner 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 Apartment and common areas;
- f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- g. 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;
- h. 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;
- i. At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical 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;
- j. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- k. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Phase-I Project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, as the case may be;
- l. 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.

- m. Subject however that if it is observed that there is any kind of deficit in any of the sub clause (i) to (vi) above, which can be remedied, Promoter shall do the same forthwith at his own cost and expense

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

11.1 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 Clause 9.1 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.

11.2 In ease of Default by Promoter under the conditions listed above, Allottee is entitled to the following;

11.2.1 Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

11.2.2 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 subject to allottee fulfilling all formalities on its part as more fully mentioned in this Agreement;

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.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions

11.3 The Allottee shall pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated. 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 more than 15 days from scheduled date and demands made by the Promoter as per the payment plan as per the **SCHEDULE 'C'**, 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 specified herein.
- (ii) In case of Default by Allottee in payment of either the instalment or the interest or both under the condition listed above continues for a period beyond 2 consecutive months after the notice from the promoter in this regard, the promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount of money paid to him by the allottee by deducting the booking/allotment amount of 10% of total consideration and interest liabilities and the applicable GST payable on such Cancellation charges and this Agreement shall thereupon stand terminated . Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination . in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The ultimate balance amount of money refundable shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated:

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess,

assessments and impositions.

**12. CONVEYANCE OF THE SAID APARTMENT:**

12.1 The Promoter, on receipt of Total Price of the Apartment as per Clause 1.1 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till full and final settlement of all dues and stamp duty and registration charges to the promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

12.2 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid cause to be transferred to the Society or Limited Company all the right title and the interest of the Vendor /Lessor /Original Owner/ Promoter and/or the Owners in the said structure of the Building or wing in which the said Apartment is situated.

12.3 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid cause to be transferred to the Federation/apex body all the right title and the interest of the Vendor /Lessor/Original Owner/Promoter and/or the Owners in the Project Land on which the Building the Building with multiple wings are constructed.

**13. MAINTENANCE OF THE BUILDING/APARTMENT/PROJECT:**

13.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance for the first 3 months has been included in the Total Price of the Apartment.

(i) After deemed taking over possession and/or after handing over maintenance of the Project / Phase to the association, all municipal taxes and other outgoings including maintenance charges payable in respect of the Apartment shall be paid borne and discharged by the Allottee. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said

Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

- (ii) The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees and the cost of maintenance shall be borne by the Promoter and the Allottees, proportionate to the plots/apartments/buildings in their respective occupation. The facilities like Club House and service connections, like water and sewerage supply, which are common to the Entire Project undertaken in phases, shall be jointly maintained by the Promoter and the Association till the Entire Project is completed. The Club House and its services shall be subject to user charges as may be fixed by the Management of the Club House or as the case may be the service provider, from time to time.
- (iii) All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the allottee, the Promoter shall be the occupant in respect of any plot/apartment/building.

From the end of 3 (three) months from the notice of possession the Allottee shall be liable and pay:

- (a) regularly and punctually the proportionate share of maintenance charges;
- (b) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'The Rates and Taxes').
- (c) The Allottee shall not withhold payment of the same on any account whatsoever.

13.1.1 **Maintenance Security Deposit:** An interest free corpus deposit (“**Maintenance Security Deposit**”) calculated at the rate of **Rs. \_\_\_/- per** sq. ft. of the Carpet area of the Apartment shall be paid by the Allottee to the Promoter within the due date to be mentioned in the Possession Notice as mentioned in Clause 1.1

13.1.2 The Maintenance Security Deposit shall be used by Promoter/ Association for

repair of Common Areas, facilities and equipments provided in the Project. Notwithstanding the above, the Promoter reserves the right to utilize this deposit to adjust any realizable dues from the Allottee.

13.1.3 The unused portion of the Maintenance Security Deposit shall be transferred to the Apex / Mother Association as and when desired by Association.

13.1.4 If at any time the Maintenance Security Deposit shall fall below the prescribed limit mentioned above, the Allottee shall make good such shortfall immediately on demand being made by Association.

#### **14. ADDITIONS OR REPLACEMENTS**

(a) As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the project on pro-rata basis as specified by the association. The promoter and upon completion the association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the allottee agrees to abide by the same.

(b) After deemed taking over possession and/or after handing over maintenance of the Project / Phase to the association, all municipal taxes and other outgoings including maintenance charges payable in respect of the Apartment shall be paid borne and discharged by the Allottee. From the end of 3 (three) months from the notice of possession the Allottee shall be liable and pay:

- i) regularly and punctually the proportionate share of maintenance charges;
- ii) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'The Rates and Taxes').

(c) The Allottee shall not withhold payment of the same on any account whatsoever.

(d) In the event of any default the Allottee shall be liable for payment of interest at prime lending rate of State Bank Of India plus two per cent p.a. on amounts outstanding and if such default shall continue for a period of two months the Promoter or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented.

- i) to the discontinuance of services;;
- ii) Prevent usage of the lift and prevent usage of the common

facilities and amenities and/or by Allottee and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Allottee assuring not to make such defaults in future.

- (e) The Allottee will not be permitted to use any of the facilities and/or utilities in the Project in case the Allottee breaches any of the provisions herein till such time the breach continues.
- (f) Promoter or the Association shall become entitled to all rents accruing from such Apartment if the Apartment has been let out and/or is under tenancy and/or lease.
- (g) The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Apartment or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.
- (h) In the event of sale and transfer of the Apartment the Promoter or the Association as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon

## **15. FURTHER COVENANTS OF THE ALLOTTEE**

- 15.1 **Extras:** In addition to the Total Price, the Allottee agreed to pay to the Developer/other concerned person/entity (as specified below), as and when demanded, the following amounts (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes if any thereon, towards:
  - 15.1.1 **Electricity:** security deposit and all other billed charge for obtaining HT/LT electricity supply from the supply agency, for the Apartment as mentioned in Clause 1.1
  - 15.1.2 **Electricity Meter for Common Portions:** security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Portions, proportionately as mentioned in Clause 1.1
  - 15.1.3 **Legal Fees, Stamp Duty and Registration Costs:** fees of \_\_\_\_\_, Advocates (**Legal Advisors**), who have drawn this Agreement and shall draw all further documents. The fee is Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_) Only. 50% (fifty percent) of the fees shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the date of execution and registration of the Conveyance. Stamp duty, registration fees, miscellaneous

costs and expenses for registration and all other fees and charges, if any, shall be borne by the Allottee on actuals. The fee and costs shall be paid to the Legal Advisors directly.

**16. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause hereinabove.

The Promoter shall obtain all such insurances, including but not limited to insurance of this Project and the cost of such Insurance till transfer of the Insurance in favor of the Association of Apartment Owners shall form part of the common expenses proportionate share whereof shall be borne by the Allottees.

It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the allottee of flats should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the promoter should not be held as liable as default on its part under this clause.

Notwithstanding anything contained in the above clause the following exclusions

are made

- a. Equipment (lifts, generator, motors, STP, transformers, etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturers guarantees/warranties to the allottee or association of allottees as the case may be,
- b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- c. Allowable structural and other deformations, deviations, misalignments including expansion quotient.
- d. The terms of work like painting etc. which are subject to wear and tear.

Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done /renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature of more than 20 degree celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed Clauses of this Agreement.

## **17. RIGHT OF ALLOTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

- 17.1 The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/ her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed

by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

- 17.2 Certain areas are / shall be earmarked as Excluded and Reserved areas more fully described as Limited Common Areas and Facilities in the **SCHEDULE 'F'** and shall not be open for common use Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto and also the RESERVED RIGHTS, specifically mentioned in the **SCHEDULE 'G'** hereunder. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Promoter shall be entitled to among others to the following rights and interest in respect thereof:
- 17.2.1 To make construction, addition or alteration on the roof of the building or in any part thereof or on any open or covered space at the said Housing Project/Phase in accordance with law and to use and connect all common installations facilities and utilities at said Housing Project/Phase for and to all such construction, addition or alteration.
- 17.2.2 To set or permit the setting up of of V-Sat, Dish or other antennas etc. at or otherwise used or permit to be used the top roof of the buildings or any part thereof or the parapet walls or any constructions thereon or any part thereof for any projections, signboards, glow sign, placard, advertisement, publicity thereat or there from.
- 17.3 The Promoter has the right-
- 17.3.1 To grant the right or facility of open (dependent/independent) covered (dependent/Independent) /stilt (dependent/Independent) parking space at identified or unidentified parking spaces to any person.
- 17.3.2 To set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the building Blocks or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and /or replace all common installations facilities and utilities in and for the Said land to the same for such construction or otherwise and to use, enjoy, hold, grant, transfer or otherwise part with the same with or without any construction and in any manner.
- 17.3.3 To develop and utilize the open space or spaces surrounding the building or otherwise at the said Entire Project land and the Promoter shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a



situation the proportionate share of the Allottee in the land and/or in the common areas or facilities shall stand varied accordingly. All the Allottees shall be deemed to have given their consent to such construction by Promoter.

- 17.3.4 To establish and grant any facilities thereat or there from to one or more occupants of the Block.
- 17.3.5 To sell Servant's Quarter and/or Storage Rooms on the Basement/Ground/other Floors of the Building Block to any intending Purchaser and the same shall not form part of Common Area.
- 17.3.6 To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Block (including car parking spaces (Dependent/Independent) but not the one expressly provided for to the Allottee).
- 17.3.7 To develop, transfer and/or alienate any other portion of the Project including its segments, residential complex and/or towers or any portion thereof.
- 17.3.8 since the Entire Project is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this project/ phase.
- 17.3.9 The Promoter will have the liberty to change the direction of infrastructure services which may be required for the purpose of utilizing areas in adjoining phase/project without materially affecting the previous allottees.
- 17.4 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

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

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, open/covered parking space and parking space 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.

**19. USAGE:**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within Jeevanam, shall be ear-marked 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, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

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

- 20.1 Subject to Clause 16 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 anyway damaged or jeopardized.
- 20.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the 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.
- 20.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 20.4 Internal wiring for electrification will be provided for each Apartment. However,

the Allottee(s) will have to apply to the concerned Electricity Authority individually for obtaining supply of power and the meter for their respective Apartment. The Allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to the concerned Electricity Authority .

- 20.5 To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye- laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 20.6 Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company
- 20.7 Cable/Broadband/Telephone Connection: Provisions has been made only for one or more service providers as selected by the Developer for providing the services of cable, broadband, telephone etc. The Purchaser (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated service providers to all the Flat/Units.
- 20.8 Air Conditioning: If the Apartment has been provided with a ledge for split air conditioning system with suitable provision for keeping outdoor units of the AC system and also the route to take refrigerant piping and Drain lines, which the Allottee shall have to strictly follow while installing AC units or else the Allottees shall install window AC units.
- 20.9 The Allottee and all persons under him shall observe all the Rules , Regulations and Restrictions that be framed by the Association from time to time and which shall be deemed to be covenants running with the land and/or the Units . A set of RULES, REGULATIONS AND RESTRICTIONS are listed in the **SCHEDULE 'H'** hereto

which may be amended and/or changed by the Mother Association any time without any notice and in case of failure to comply with any of the terms will become a ground for an action to recover damages or for other relief or reliefs at the instance of Promoter/Association or in a proper case by an aggrieved Apartment Owner. The allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, costs, claims and demands in respect of any breach, non- observance or non performance of such obligations given specifically herein to the allottee.

- 20.10 Name of the Project/Building(s)/Wing(s): Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the project "Jeevanam" or as decided by the promoter and further be at liberty to erect or affix Promoter's name board at suitable places as decided by the promoter herein on a building and at the entrances of the Phase. The Allottee(s) in the said project/ building(s) or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances.
- 20.11 The Allottee's liability to pay the aforesaid taxes, outgoings, other charges etc in respect of the Unit will be always on Allottees of the said units and if for any reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottees alongwith interest thereon which is presently at the prime lending rate of SBI plus 2% per annum and Allottees shall pay the same to the Promoter within the stipulated period as may be informed by the Promoter to the Allottees in writing. It is further specifically agreed that aforesaid encumbrances shall be on said Apartment.
- 20.11.1 The Allottee shall Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of fit out.
- 20.11.2 Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).
- 20.12 The internal security of the Apartment shall always be the sole responsibility of the respective Allottee(s). Further the Allottee shall also strictly observe the FIRE SAFETY RULES as provided in the **SCHEDULE 'I'** hereunder and the MAINTENANCE

RULES as provided in the **SCHEDULE 'J'** hereto subject to further additions and modifications from time to time.

**21. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**22. 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 except vertical increase in the Floor as agreed or as per the Act.

**23. 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/ Building].

Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Promoter to raise finance/loan from any institution / company / bank by any mode or manner by way or charge / mortgage / securitization of the Apartment / Project / Building or the receivables, subject to the condition that the Apartment shall be made free from all encumbrances at the time of execution of Sales Deed in favour of the Allottee(s). The allottee shall be informed about the same at the time of agreement.

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

24.1 The Promoter has assured the allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable.

24.2 An Apartment Owners Apex Association (Holding Organisation) will be formed Upon completion of construction of the Entire Project as the Promoter may deem fit and proper, the Promoter shall call upon the Allottees to hold a General Meeting wherein the Allottees present at the meeting shall approve and adopt the bye-laws for formation of the Apex Association and the Holding Organisation , as prepared and provided by the Promoter at such General Meeting , which shall be final and binding on all the Apartment Owners . When such Association will be

formed, each Allottee shall automatically become a member. Until such Association is formed the Promoter shall be entitled to cause an Ad-hoc committee of the Apartment Owners to be formed and the initial members of the said Ad-hoc Committee shall be such of the Apartment Owners who may be nominated and/or selected by the Promoter. The Allottee grants all powers to the Promoter and/or to its nominee for all matters related to and/or connected with the formation of the Apartment Owners Association. The Allottee undertakes to join the Association and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The detailed constitution and rules of the Association and/or the Committees as the case may be, shall be such as be decided by majority of its members subject however to the terms herein contained. Each Phase / Project out of the Entire Project will form its own Association . If the Allottee sells and/or disposes of his Apartment, he will have to notify to the Promoter/Association the name of the transferee and his address. Similarly the Transferee on his part shall after fulfilling the formalities as provided in the West Bengal Apartment Ownership Act notify the Promoter/Association about his ownership or interest as the case may be of the Apartment in question.

- 24.3 The Promoter shall take the following steps to enable formation of an Association of Allottees under section 11(4)(e) of the Act:-
- 24.3.1 with respect to a real estate project, the Promoter shall submit an application to the Registrar for registration of the Association of Allottees as a society under the West Bengal Apartment Ownership Act 1972 (as applicable to the state of West Bengal), within three months from the date on which the occupation certificate in respect of such project is issued and a minimum of fifty one per cent of the total Allottees in such a project have taken possession and the Promoter has received the full consideration from such Allottees. All the Allottees on payment of full consideration shall become members of such Association of Allottees formed by the Promoter.
- 24.3.2 Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 17, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottees without any restriction or entry of the building and development of common areas. Provided further that, in such case, the Promoter shall be permitted the entry of premises of the Building and Common Areas to also discharge his obligations under provision of these presents.
- 24.3.3 The Promoter shall at an appropriate time (within maximum period of 3 months from the Deemed Date of Possession of the Apartments of the Project notify the detailed scheme of formation of the Apartment Owners' Association to the

Allottees so as to enable them to constitute/form such Owners Association. The Allottee shall whenever required by the Promoter provide specific Power of Attorney in favor of the Promoter for taking steps for formation of the Apartment Owners' Association.

- 24.4 Since this is a large complex containing residential Apartments, where completion and handover of possession is phase-wise the property means land, building, common areas and facilities of the particular phase and such demarcation of land excluding the facilities and parts which are reserved by the Promoter is clearly stated herein.
- 24.5 In case two or more adjacent contiguous Unit blocks/ Phases/Projects intend to form a single Association, property means the land , building, common areas and facilities of all such blocks/ Phases combined, sharing of common facilities or arrangement in any or all phases shall always deemed to be a Facility Sharing arrangement.
- 24.6 There will be one Mother Association comprising of all the phases/projects of the housing complex as envisaged by the Promoter. Till such time the Apartment Owners Mother Association is formed and the Maintenance of all the Building Blocks/Phases are handed over to the respective Association, the Promoter shall look after the Maintenance in place and stead of the Mother Association.
- The Promoter shall by itself or through its nominated agency maintain the Common areas and Facilities of the Project upto a maximum of 3 ( three) months from the Deemed date of Possession of Apartments of the last phase of the Project. This period shall be the interim maintenance period.
- 24.7 On completion of the Construction in all respect, a notice will be given to the Association to take Handover within 90 days. If the handover is not taken by the allottees within this period, the Promoter will charge Supervision Charges @ Rs 0.50 P per sq. ft. per month or 15% of the CAM expenses as fees, whichever is less , from the allottees from the expiry of 90 days till the period handover is taken by the Allottees /Association. If the Association does not take hand over of the common purposes even after 180 days from the date of Notice in such event the Promoter shall no longer be liable or responsible inter alia for the Common purposes and any of the obligations pertaining to the same, which shall be deemed to stand vested in the Association on and from such date but so long as the Promoter continues to provide the services it will be entitled to the supervision charge of 15%.
- 24.8 Each Block/Phase shall elect a body of 3 members by way of election (hereinafter called 'the Maintenance Body').
- 24.9 All the members of the different Maintenance Bodies shall elect a President,

Secretary and Treasurer (herein called Office Bearers of Maintenance Body) by way of election.

- 24.10 Maintenance and common purposes of the individual Phase/ Projects shall vest in the Association pertaining to that particular Phase and with regard to the Maintenance and Common Purposes of the Entire Project, the ultimate power, authority and control of the Maintenance shall vest absolutely with the Maintenance Body under the overall guidance and control of the Mother Association which will also be governed by a body of elected representatives.
- 24.11 In all matters of taking decision or of forming and applying and relaxing the Rules and regulations, the decision of the Governing Body of the Association shall be final and binding on the respective Applicants/Allottees and also on the Maintenance Bodies.
- 24.12 In no event the Allottees shall be entitled to make any other Association, Body or Organization save as stated above.
- 24.13 The Allottees, the Office Bearers of the Associations and the Office Bearers of the Maintenance Body shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation and to do all necessary acts deeds and things.
- 24.14 The Builder shall not in any manner be responsible and liable for maintenance of the common areas and facilities of the Project after handing over its charge to the Mother/Apex Association.
- 24.15 Without prejudice to the above, the Association may appoint a Maintenance-In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Project or any part or portion thereof and for taking the responsibility of:-
- 24.15.1 Controlling and/or remain in control of the common parts and portions of the Project or any part/s or portion/s thereof;
- 24.15.2 Rendition of common services;
- 24.15.3 To receive realize and collect the service charges;
- 24.15.4 To remain responsible for such other functions as may be necessary;
- 24.16 The employees employed on the Project shall upon handing over of the Common purposes to the Association, be absorbed by the Association. The employment, termination and fixation of scale of payment of all the permanent employees of the complex e.g. watchmen, security staff, liftmen, accountant, clerks shall be decided and finalized by the Association and the Allottees shall not be entitled to raise any objection thereto and shall be deemed to have consented to the same. Notwithstanding anything contained herein for the purpose of handing over to



Association the Promoter shall follow the local Act and as per the said law, Project handover will be done on receiving Completion Certificate of Entire Project and not on partial CC of Block/Phase.

**25. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar {specify the address of the Sub-Registrar}, as and When intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before, the 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. However, Processing Fees of Rs. 10,000/- as agreed at the time of Application / EOI shall be deducted. If Agreement is cancelled after signing by the Allottee deduction will be as per Clauses 9.7.

**26. 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,

**27. RIGHT TO AMEND:**

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

**28. 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.

**29. WAIVER NOT A LIMITATION TO ENFORCE:**

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

29.2 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.

**30. 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.

**31. 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/Plots] in the Project.

**32. 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.

**33. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office; or at some other place, which may be mutually agreed between the Promoter and the

Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at [REDACTED] (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Kolkata.

**34. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below;

Name of Allottee : [REDACTED]  
 Allottee's Address : [REDACTED]

Promoter's name : **Martin Burn Limited**  
 Promoter's Address : 'Martin Burn House", 1, R. N. Mukherjee Road, Kolkata – 700 001.

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

**35. 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 or shall for all intents and purposes to consider as properly all served on all the allottees.

**36. SAVINGS:**

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

**37. 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.

**38. DISPUTE RESOLUTION:**

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

**THE SCHEDULE '1A'****SAID LAND**

**All That** piece or parcel of land containing an area of 471 Decimals, more or less, out of 563 Decimals as recorded in ROR but total purchased land measuring in aggregate an area of 477 Decimals, more or less, appertaining to R. S. Dag Nos. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624, 1625 & 1626 corresponding to L. R. Dag Nos. 1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642, 1643 & 1644 comprised in R. S. Khatian Nos. 827, 946, 242/972, 975, 408, 242, 247, 867, 868 & 421 corresponding to L. R. Khatian Nos. 585 & 1767, under Mouza Kalikapur, J. L. No. 95, Police Station – Sonarpur, District – South 24 Parganas, West Bengal – 743 613, District Registration Office at Alipore, Additional District Registration Office at Sonarpur.

**A Plan of the Said Land is annexed herewith as 'Annex – A' and bordered in colour – " \_\_\_\_\_ ".**

**THE SCHEDULE '1B'****PHASE-I LAND**

All That piece or parcel of land containing an area of 269 Decimals, more or less, out of 471 Decimals more or less, appertaining to R. S. Dag Nos. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624 & 1625 corresponding to L. R. Dag Nos. 1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642 & 1643, comprised in R. S. Khatian Nos. 827, 946, 242/972, 975, 408, 242, 247, 867, 868 & 421 corresponding to L. R. Khatian Nos. 585 & 1767, under Mouza Kalikapur, J. L. No. 95, Police Station – Sonarpur, District – South 24 Parganas, West Bengal – 743 613, District Registration Office at Alipore, Additional District Registration Office at Sonarpur

**A Plan of the Phase-I Land is annexed herewith as 'Annex – A' and bordered in colour – " \_\_\_\_\_ ".**

**THE SCHEDULE '1C'**

**PHASE-II LAND**

All That piece or parcel of land containing an area of 185 Decimals, more or less, out of 471 Decimals, more or less, appertaining to R. S. Dag Nos. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624 & 1625 corresponding to L. R. Dag Nos. 1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642 & 1643 comprised in R. S. Khatian Nos. 827, 946, 242/972, 975, 408, 242, 247, 867, 868 & 421 corresponding to L. R. Khatian Nos. 585 & 1767, under Mouza Kalikapur, J. L. No. 95, Police Station – Sonarpur, District – South 24 Parganas, West Bengal – 743 613, District Registration Office at Alipore, Additional District Registration Office at Sonarpur

**A Plan of the Phase-II Land is annexed herewith as ‘Annex – A’ and bordered in colour – “ \_\_\_\_\_ ”.**

**THE SCHEDULE ‘A’****APARTMENT AND TILE OPEN/COVERED PARKING SPACE (IF APPLICABLE)**

Apartment No. \_\_\_\_\_, having carpet area of \_\_\_\_\_ square feet, \_\_\_\_\_ type, on \_\_\_\_\_ Floor in [tower/block/building] No. \_\_\_\_\_ along with open/covered parking space No. \_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [Please insert the location of the open/covered parking space], as permissible under the applicable law and of pro-rata share in the common areas and the Apartment is butted and bounded as follows:

On the **South** - by \_\_\_\_\_;  
 On the **North** - by \_\_\_\_\_;  
 On the **West** - by \_\_\_\_\_;  
 On the **East** - by \_\_\_\_\_.

**THE SCHEDULE 'B'****Break-Up and Description of Total Price**

**THE SCHEDULE 'C'**  
**PAYMENT PLAN**

Application Fee	On Application/Booking	Rs.10,000/- (+) GST as applicable
1 <sup>st</sup> Installment	On issuance of Allotment Letter	(10% of Total Consideration (-) Application Fee (+) GST as applicable
2 <sup>nd</sup> Installment	On execution of Agreement for Sale (Within 30 days from the date of Provisional Allotment)	10% of Total Consideration (+) GST as applicable
3 <sup>rd</sup> Installment	On completion of Foundation of said Building	10% of Total Consideration (+) GST as applicable
4 <sup>th</sup> Installment	On Completion of 1 <sup>st</sup> Floor slab casting of said Building	10% of Total Consideration (+) GST as applicable
5 <sup>th</sup> Installment	On Completion of 2 <sup>nd</sup> Floor slab casting of said Building	10% of Total Consideration (+) GST as applicable
6 <sup>th</sup> Installment	On Completion of 3 <sup>rd</sup> Floor slab casting of said Building	10% of Total Consideration (+) GST as applicable
7 <sup>th</sup> Installment	On Completion of roof casting of said Building	10% of Total Consideration (+) GST as applicable
8 <sup>th</sup> Installment	On Completion of brickwork of said Unit	10% of Total Consideration (+) GST as applicable
9 <sup>th</sup> Installment	On Completion of flooring of said Unit	10% of Total Consideration (+) GST as applicable
10 <sup>th</sup> Installment	On or before possession of said Unit	10% of Total Consideration (+) Maintenance Deposit (+) Formation of Association (+) Club Membership Charges (+) GST as applicable

### THE SCHEDULE 'D'

#### SPECIFICATIONS, AMENITIES, FACILITIES appertaining to THE APARTMENT

1. **Structure**
  - G+4 storied – Construction with earthquake resistant RCC framework
2. **Outer Wall**
  - Standard solid AAC Block / Red Brick
  - Thickness - 8"
  - Finishes – Plaster with weather coat paint on primer coat
3. **Inner Wall**
  - Standard solid AAC Block / Red Brick
  - Thickness - 4" – 6"
  - Finishes – Gypsum/Putty plaster
4. **Doors**
  - All doors, except toilet doors shall be 30-32mm thick commercial flush doors with wooden frames and steel fittings
  - Toilets – PVC doors with PVC frames
5. **Windows**
  - Fully Glazed composite aluminum windows with fittings
  - Toilet & Kitchen – Glass Louver Windows with wooden frame
6. **Floorings**
  - Rooms & Kitchen – Vitriified
  - Toilets – Ceramic
7. **Kitchenette**
  - Wall – Ceramic tiles up to 2' height from kitchen counter top
  - Raised cooking platform – Black stone
  - Sink – Stainless Steel with one tap
8. **Toilet**
  - Water closet – EWC of standard quality
  - Wall – Ceramic tiles up to door height
  - Fixtures – CP fittings of standard quality

- Electric points for Geyser & Exhaust
- 9. Electrical**
  - Concealed wiring of standard quality as per BIS provisions
  - Provision for 1 A.C. point in Master Bedroom except 1BK blocks
- 10. Stair Railings**
  - MS with enamel paint
- 11. Electrical Points**
  - Provision for inverter point in each unit

#### **THE SCHEDULE 'E'**

##### **(COMMON PARTS, PORTIONS AND AMENITIES)**

- 1. THE COMMON PORTIONS ARE AT 3 (THREE) LEVELS, WHICH ARE :**
  - 1.1 LEVEL-I: Those which are common to all the segments and are collectively called the "Service Zone" and includes the following:**

**(Applies to present phase and all the other phases both future and past)**

    - 1.1.1 Sewerage treatment Plant
    - 1.1.2 Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities.
    - 1.1.3 Garbage Disposal area.
    - 1.1.4 Roads, installations, and security arrangements not exclusive to any segment.
    - 1.1.5 Drains and sewers from the premises to the Municipal Duct / STP.
    - 1.1.6 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
    - 1.1.7 Boundary walls of the premises including outer side of the walls of the building and main gates.
    - 1.1.8 Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
    - 1.1.9 Transformer electrical wiring meters and fittings and fixtures for lighting common areas.
    - 1.1.10 Management / Maintenance Office.
    - 1.1.11 Round the Clock Security arrangements with CCTV.
    - 1.1.12 Main Entrance Gate.
    - 1.1.13 Fire Fighting Equipment and Extinguishers and Protection system.
    - 1.1.14 24Hrs water supply.
    - 1.1.15 Rain water harvesting may be created by Promoter at its sole option.
    - 1.1.16 Dedicated communication system for telephone.



- 1.1.17 The water pump, the pump room, water reservoir, tube-well, and distribution pipes.
- 1.1.18 Durwans Room.
- 1.1.19 Cable TV System

**1.2 LEVEL-2 :Those which are to remain common to all the Apartment Owners of the residential complex of all the phases, present and in future. All the Apartment Owner shall have proportionate share therein. These include the following:**

- 1.2.1 Landscaped Garden and Central lawn , water bodies and fountains if any.
- 1.2.2 Children Play area.
- 1.2.3 Separate area for elderly people.
- 1.2.4 Jogging / Walking Track.
- 1.2.5 A.C. Community Hall for common use of all the occupants of the said Buildings.
- 1.2.6 Space for functions/shows/puja etc.
- 1.2.7 The foundation, columns, beams, support, corridors, lobbies, stairs, stairways landings, entrances, exits and pathways.
- 1.2.8 Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- 1.2.9 Badminton Court, Cricket Bowling nets
- 1.2.10 Rooftop Amenities
- 1.2.11 Rain water harvesting may be created by Promoter at its sole option, if provided.
- 1.2.12 Entrance Main Gate

**1.3 LEVEL-3 : Those which are to remain common to the Apartments in any particular Building Block. These include the following:**

- 1.3.1 Entrance with ground floor lobby only.
- 1.3.2 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
- 1.3.3 Elevators in Towers, their installation and rooms.
- 1.3.4 Earmarked area of Roof of respective tower demarcated for common use.
- 1.3.5 Overhead Water Tank.
- 1.3.6 Lifts and their accessories installations and spaces required therefore.
- 1.3.7 Servants/Drivers Toilet and shower room on the Ground Floor in some blocks.
- 1.3.8 Electrical Rooms.

**RESIDENTIAL COMPLEX TO BE SEPARATE** – To provide exclusivity to the Allottees, the residential complex is and will be separated from the other segments by proper hedges / fences or any visible demarcation. The plans for such separation will be finalized by the Promoter by the time the possession

of Units are delivered to the Allottees after completion of construction

2. Unless otherwise indicated herein and in addition to these mentioned in Levels 1, 2 and 3 the common portions like land, roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the segments and those that are inside the Residential Project including its boundary walls and/or fences, water body etc. shall be deemed to be common Portion only of the residential complex and common to its Apartment Owners. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.
3. The Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1.1, 1.2 or 1.3 above, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

#### **THE SCHEDULE 'F'**

##### **(LIMITED COMMON AREAS AND FACILITIES)**

1. The roof of the overhead water tanks and lift machine rooms, the parapet walls,
2. Open terraces on any floors of the Block
3. The open/covered/stilt/mechanical Parking spaces of the Block
4. The elevation and the exterior of the Block
5. Storage areas
6. Gardens attached to an Apartment
7. Any Community or Commercial facility which is not meant for common use
8. Electric Room, Pump Room, Fire Pump Room, Lift Machine Room, STP / WTP Rooms or any other similar service / electromechanical rooms or area etc.
9. Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto

#### **THE SCHEDULE 'G'**

##### **(RESERVED RIGHTS)**

The Promoter will be entitled to following reciprocal easements and other reserved rights as provided hereunder:

- (1) The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building in and through the

appropriate conduits / trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building.

- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter, in its sole discretion deems necessary or appropriate.
- (3) The right of non-exclusive easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area until completion of the Housing Project.
- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, etc.
- (5) Until the sale and transfer of all the Apartments the Vendor shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Vendor to market the Apartments and also the right to place signs in and around the common areas for marketing without inconveniencing the other Apartment Owners.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies for the benefit of any part of the building.
- (7) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access if so required.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance

or inconvenience to the Purchaser by noise, dust, vibration or otherwise, provided this does not affect the Purchaser's ability to use the demised unit.

- (10) The right and liberty at any time to alter, or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Promoter may think fit and proper.
- (11) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Project may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Project and its Occupiers.
- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Premises and/or Apartment
- (13) To erect scaffolding for the purpose of repair, cleaning or painting any Building block notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15) The Promoter shall retain for itself , its successors and assigns including all of the Apartment Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area until the completion of the Housing Project.
- (16) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the roof and the identified wall surfaces within the lobby of the buildings.
- (17) Such other rights supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Apartment or necessary for the exclusive use or enjoyment thereof by the Apartment Owners/Lessees with each other subject however to the other conditions herein.

- (18) The Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1 - 17 above, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

#### **THE SCHEDULE 'H'**

##### **(REGULATIONS AND RESTRICTIONS USER RULES)**

**As from the date of possession of the said Apartment the Allottee agrees and covenants**

1. To co-operate with the other Apartment/Unit Owner and the Promoter in the management and maintenance of the said New Buildings.
2. To observe the rules framed from time to time by the Promoter and upon the formation of the Association by such Association. The covenants agreed herein to the Promoter shall mean and include towards Association also, as and when applicable.
3. To use the said Apartment/Unit for residential purposes and not for other purposes whatsoever without the consent in writing of the Promoter/Association.
4. To allow the Promoter with or without workmen to enter into the said Apartment/Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Apartment/Unit Owner.
5. To pay charges for electricity in relation to the said Apartment/Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Promoter for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Allottee shall not be entitled to use any of the facilities and utilities of the building.
6. Not to do anything or prevent the Promoter from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee's enjoyment of the said Apartment/Unit.
7. To maintain or remain responsible for the structural stability of the said

Apartment/Unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Apartment/ Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.

8. Not to do or cause anything to be done in or around the said Apartment/ Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment/ Unit or adjacent to the said Apartment/Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
9. Not to damage demolish or cause to damage or demolish the said Apartment/ Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartment/ Units in the building or which may cause damage to any other portion of the building in any manner.
10. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Apartment/ Unit which in the opinion of the Promoter differs from the color Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said building.
11. Not affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the building block or other parts, without approval of the Promoter/ Association.
12. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said building or cause increased premium to be payable in respect thereof if the building is insured.
13. Not claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the building and/or the project.
14. Not to use the said Apartment/Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or

for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the said building or buildings or occupiers of the neighboring premises.

15. Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutcha or pucca constructions grided wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
16. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
17. Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Promoter/Association.
18. Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment/Unit.
19. Not to dry any clothes upon/outside the windows/elevations and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
20. To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Association. The Promoter shall cause an Adhoc Committee of the Apartment/Unit Owner to be formed and the initial members of the said adhoc Committee shall be such of the Apartment/Unit Owner who may be nominated and/or selected by the Vendor. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
21. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his Apartment/Unit.
22. Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Promoter and/or the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
23. Not to bring in any contractor or any labour or mason of his own so long as the said phase is not handed over by the Promoter to the Association.

24. Watchman, driver, domestic servants or any other person employed by the Apartment/ Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden or any common areas.
25. The Apartment/Unit Owner must submit photographs of their employee and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.
26. Visitor's cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
27. The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
28. Any work men temporarily employed by any Apartment/Unit Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Apartment/ Unit shall be carried out between 10 A.M. and 6 P.M. and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations. Subject to the aforesaid restrictions all such work has to be done with the consent of the Promoter or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Promoter or the Association of FMC as the case may be.
29. The Apartment/Unit Owner and their visitors shall not litter in the common areas specially betel juice and tobacco products.
30. Smoking Zones will be provided within the residential/ industrial/ warehouse/ commercial complex where only smoking will be permitted and smoking will be prohibited at all other places.
31. All visitors to the respective Apartment/Units will be filtered at the entrance and permitted entry only on proper authorization from the Apartment/Unit Owner.
32. Not to install any additional grills the design of which have not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
33. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved



by the Promoter nor shall anything be projected out of any window of the Building without similar approval.

34. On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding 100 persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
35. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
36. Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Apartment/Unit Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose PROVIDED HOWEVER such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
37. To carry out all interiors and/or decorations during the day time without creating any annoyance or disturbance to the other Owners and/or occupiers.
38. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Allottee and upon employing such domestic help to give relevant information of such domestic help to the local Police station.
39. To remain fully responsible for any pets which may be kept by the Apartment/Unit Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash and the concerned Allottee shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Allottee shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge
40. Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals including any furniture and fixtures.
41. To carry out proper pest control treatment in the said Apartment/ Unit at the cost of the Allottee.
42. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment/Unit Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own

cost.

43. Not to have nor create any place of worship in any common part or portion of the building or the Project. However, the Allottees will be entitled to celebrate festivals such as Durga Puja etc. and for this purpose may set up temporary pandals at the single common earmarked place only and the Allottees under no circumstances shall be permitted to organize such activities at any other place within the complex..
44. It shall be the responsibility of the Allottee to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Allottee washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Allottee to clean up the entire space.
45. Not to use the Apartment/Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business.
46. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment/Unit nor to permit or suffered to be done into or upon the Apartment/ Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
47. Not to arrange any public function in any part of the property, except with the permission of the Promoter/ Association as the case may be.
48. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
49. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
50. The Allottee shall not object to the sale of any unsold stock such as the Servant's Quarter, car/two wheeler parking space by the Promoter to any other person and/or persons as the Promoter in their absolute discretion may deem fit and proper.
51. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Unit or the said building or complex including the Common area for any

purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said housing complex. The practice of sacrificing/slaughtering the animal during the festive period of Kali Puja /Durga Puja, Bakra Eid, Eid etc. shall not be done or permitted within the said Entire Project and the Apartment/Unit Owners shall strictly abide by maintaining such rule/restriction. The Apartment/Unit Owners of all caste, creed and religion shall be bound to follow it.

52. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
53. Not to install any air conditioner, except in the approved places / method.
54. Not allow or use any cable, internet or other service providers save and except those service providers whom the Promoter or the Association might have selected or engaged. The Promoter may at its discretion provide connectivity of various telecom/high speed broadband / other telecom and IT facilities to the Project and for this purpose enter into contract with any eligible Service Provider and such contracts by the Promoter with the Service Provider shall be honored for the term of the Agreements/contract.
55. Pay such further deposits as required by the Promoter/FMC/Association time to time.
56. Only drills (and not manual hammers) can be used to drive nails / screws into the walls (which are made of AAC Block and not of Clay) of the Apartment/Unit. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Promoter or the FMC or the Association as the case may be (in order to prevent the puncture or leakage of concealed water pipelines / electrical conduits or wires).
57. Gratings should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
58. The lobby should be kept clean at all times.
59. No games or sporting activities are allowed which may cause damage to the landscaped gardens and the common facilities of the Project.
60. No tenant will be allowed to occupy any Apartment/Unit unless such tenant is introduced to the Promoter or the Association or the FMC as the case may be so that he may be recognized as a bona fide occupant of the Apartment/Unit for security purposes.

61. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
62. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
63. No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Apartment/Unit Owner, any staff, servant, worker or anybody else except the places designated for the same by the Promoter or the Maintenance Body or the Association.
64. Electrical fitting can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
65. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair/ replacement plus compensation /service charges, if any.
66. Car parking stickers should be obtained from the Promoter, Maintenance Body or the Association to track authorized vehicles.
67. The Promoter or Maintenance Body or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
68. The Promoter, Maintenance Body or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Allottee's fit-out and Maintenance process so as to ensure that:
  - (i) The fit-out works are carried out in accordance with the approved plans;
  - (ii) The Fit-Out works are in compliance with the guidelines as framed by the Promoter/Maintenance Body/Association.
  - (iii) All the repairs required to be effected in respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water , light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Apartment/Unit, shall be undertaken at the expense of the Allottee .
  - (iv) The Allottee shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities, such repairing or replacing

being required to be effected due to any damage caused by such Allottee in respect of the common areas and facilities.

- (v) All Apartment/Units, except those specifically meant for non-residential purpose shall be used for residential purpose only.
69. The Promoter will hand over the Fit-Out Rules at the time of handing over possession. Every Allottee shall, undertake and complete all maintenance and repair work within his own Apartment/Unit, which if delayed, is likely to affect the property concerned, wholly or in part, and the Allottee will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Promoter/Association.
70. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment/Unit and further the Owner or occupier of any Apartment/Unit shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both common and restricted, any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.
71. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders..
72. No Apartment/Unit Owner/Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in the Apartment/Unit if the same shall disturb or annoy other occupants of the building..
73. Each Owner shall keep such Apartment/Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
74. No article shall be allowed to be placed in the halls or on the staircase landings or fire refuge nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter.
75. No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been

approved by the Promoter. The Apartment/Units have been designed for window air conditioning only without any provision for keeping outdoor units of the AC System or route to take refrigerant piping or water drainage lines, and the Allottee shall have to strictly follow while installing their AC Units.

76. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the Building without similar approval.
77. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment/Unit-Owner/Lessee in whose Apartment/ Unit it shall have been caused.
78. No radio or television aerial, electrical and telephone installation, machines or air-conditioning units shall be attached to or hung from the exterior or the roof of the building.
79. If any electrical points are installed on shear wall/RCC Wall of the Apartment/Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC Wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
80. Garbage from the Apartment/Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Maintenance Body of the Building may direct or throw into dustbins provided for the purpose within the common service area.
81. No vehicle belonging to a Apartment/Unit Owner or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Buildings by another vehicle.
82. The Apartment/Unit Owner is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Apartment/Unit Owner shall be entitled to avail of the cable connection facilities provided to all.
83. After the Purchase the Apartment/Unit Owner shall get his Apartment/Unit mutated. In case of default by the Apartment/Unit Owner/Lessee, the Promoter will be entitled to get the said Apartment/Unit mutated and

apportioned in the name of the Apartment/Unit Owner subject to the Apartment/Unit Owner's bearing and paying all costs, charges and expenses including professional fees.

84. The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
85. Ensure that the domestic help/service providers visiting the said Apartment/Unit use only the common toilets and while so using, keep the common toilets clean and dry.
86. Use the spittoons/dustbins located at various places in the Project.
87. Not install any collapsible gate outside the main door / entrance of the said Apartment/Unit.
88. Not to sub-divide the said Apartment/Unit and the Common Areas, under any circumstances.
89. Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment/Unit, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
90. Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/Unit/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment/Unit.
91. Not to install or keep or run any generator in the Said Apartment/Unit.
92. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
93. Not to overload the passenger lifts and not to move goods through lift but from the staircase of the Building.
94. Not to cover the Common Areas, fire exits and balconies/terraces (if any) of

the said Apartment/Unit.

95. The balconies in the Apartment/Unit will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the buildings of the Project. No interference to the elevation/ façade of the building will be permitted. Fixation of tiles in Walls of Balcony shall not be allowed.
96. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation of any kind takes place inside or in the vicinity of the Project. The Allottee shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalize or bring into disrepute the Project by affixing posters, hanging festoons or doing any other act.
97. To ensure that the Allottee complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under laws of Sanctioning Authorities, local laws, labour laws, environmental laws as are applicable for the use of the said Unit and Allottee's business.
98. The Allottee shall not make the Developer responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Developer shall however make all reasonable efforts to set right the same as soon as possible;
99. To pay to the Promoter all costs, charges and expenses including costs and fees which may be incurred by the Promoter in connection with or for common purpose or incidental to any services of the said Project.
100. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee shall be deemed to be the act, default or omission of the Allottee.
101. Not to install or use at the said unit any equipment which causes noise or vibration detectable outside the said unit or causes damage to the building or plant or conducting media.
102. Not to sub divide or partition the Said Unit in any manner whatsoever.
103. House rules may be added to, amended or repealed at any time by the Promoter and after formation by the Association by the Holding Organization.
104. Not to do anything or prevent the Developer from making further or additional constructions on any day notwithstanding any temporary



disturbance in the Purchaser's enjoyment of the Said Unit.

105. Not to raise any objection in the Promoter's installing any telecom tower, Internet tower or erect a neon/glow sign, lighted/unlighted hoarding on the roof of any Building or Buildings without affecting the roof top over the Purchaser's Unit and the considerations for these rights will be received by the Developer.
106. To allow the co-Owners and occupants to enjoy the right of easement and/ or quasi easements at the Units provided for the purpose.
107. To co-operate with the other Co-Owners and the Developer/ Maintenance in charge in the management and maintenance of the said Project.
108. To observe the rules framed from time to time by the Developer/ Maintenance In charge.
109. To deposit the amounts reasonably required with the Maintenance In charge towards the liability for rates and taxes and other outgoings.
110. To bear and pay increase in local taxes, water charges, insurance, and such other levies, if any, which are imposed by the concerned Authority or Government and/or other public Authority on account of change of user of the Apartment by the Allottee for any purposes other than for purposes for which it was sold.
111. Not to sell any utility room or store room other than to a unit owner or a utility room owner of the building block where the utility room is situated. Save that with the prior permission of the builder or the Facility Management Company the same can sold to a utility room owner or unit owner of any other building block.
112. Not to assign / transfer / handover or permit usage of any car/ bike parking area to any outside other than to a unit owner of the building.
113. No birds or domestic animal shall be kept or harbored within the Apartment without abiding by the local competent authorities, association, bye laws and regulations and the pet shall not be left in the common area of the phase / building. In no event the pets shall be permitted in the elevator or in any of the common portion of the building unless accompanied
114. The Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1 - 113 above, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

**THE SCHEDULE 'I'**  
**(FIRE SAFETY RULES)**

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system.
3. Read the operating instructions on the body of the Fire Extinguishers provided on your floor.
4. Know the assembly area and the location of the fire-fighting equipments installed outside your Apartment in your building.
5. Dispose of unwanted items from your Apartment. These things may act as fuel to the fire.
6. Do not use Terylene, Nylon, Polyester cloth in the kitchen nor wear cifton/nylon sarees/dress and preferably use an apron while cooking.
7. Keep Corridors, walk ways or passage ways free of obstruction.
8. Instal Fire equipment at proper place inside your Apartment.
9. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
10. Must readily have the Fire Station and Police Station telephone nos.
11. Ultimate Roof Door should be kept open at all times.
12. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
13. Air-Conditioner systems is to be maintained properly to avoid fires.
14. Do not use Petrol, Diesel, Kerosene, Benzene, etc. for floor cleaning purpose.
15. To remember that the following are common causes of fire and to be careful to avoid them:
  - (i) Electric Sparks/Short Circuit/Loose Contact;
  - (ii) Overheating of electrical equipments;
  - (iii) Poor wiring system;
  - (iv) Smoking;
  - (v) Naked Flame;
  - (vi) Cigarettes, Matches; lighter;
  - (vii) LPG Cylinder Leakage.
16. To use ISI standard equipments and cables.
17. To immediately replace faulty electrical items.
18. Switch off electrical points when not in use.
19. Guard live electrical parts.
20. Switch off at the socket before removing plug.
21. Ensure that switch boards and enclosures of electrical components are kept clear of inflammable or combustible substances and liquids.
22. Ensure that electrical safety devices (MCB/ELCB/RCCB) are properly functioning.
23. Do not tamper with electrical equipment without adequate knowledge.

24. To check regulator of Gas Cylinder frequently and to change the Gasket every year.
25. To clean nozzle of the Oven regularly.
26. Kitchen Chimney should be cleaned every month.
27. To keep the LPG valve/regulator switched off when Gas/stove not in use.
28. Always store the LPG Cylinder in an upright position.
29. Check for gas leaks by applying soap solution on cylinder joints. The appearance of soap bubbles indicate leak points.
30. Never tamper with LPG cylinder.
31. Strike the match first and then open the burner knob of the stove.
32. Fix Safety cap on the valve when the cylinder is not on use.
33. Do not place cylinder inside a closed compartment.
34. Keep the Stove on a platform above the cylinder level.
35. Flame of Burner should not spread beyond the bottom of utensil while cooking.
36. In AC Kitchen Gas cylinder should be kept outside the kitchen.
37. Cylinder should not be installed near a heat source and should not be exposed to sun, rain, dust and heat.
38. Keep portable size Fire extinguisher for kitchen.
39. Gas leak detector may be installed in kitchen.
40. Buy Gas pipe of approved quality from authorized distributor only.
41. Keep windows open to ventilate the kitchen.
42. Fire Crackers must be handled under supervision.
43. Fire Crackers should be lit only at designated areas.
44. Any other Rules which may be prescribed by the Fire Dept. from time to time.

#### **THE SCHEDULE 'J'**

#### **(MAINTENANCE RULES)**

**(These rules are for proper usage and maintenance. Applicable for services /facilities available in the Building /Phase or Project. Those which are not applicable may be ignored)**

SL. NO.	MAINTENANCE AREA	ITEM NO.	RULES
<b>1.</b>	<b>Security Services</b>	i	Keeping a record of visitors entering the complex premises
		ii	Prevent any trespassing through the Project compound
		iii	Guarding the Project
		iv	Control Traffic and prevent jams within internal roads and pathways
		v	Switching On/Off common lights
		vi	The operation of water supply when needed

		vii	The operation of Generator set when needed
		viii	The operation of lifts in case of electricity failure
		ix	The operation of Fire Fighting equipment when needed
<b>2.</b>	<b>Garden &amp; Lawn</b>	i	Water the plants late in the evening or early morning. Avoid excess watering. Grass should not be swampy or soaked.
		ii	Wet lawn should not be mowed.
		iii	Trimming, de-weeding & pruning of plants and removal of fallen debris
		iv	Water down all fertilizers
		v.	Use Organic fertilizers;
		vi	Use of pesticides and herbicides to get rid of insects.
		vii	Minimise use of foot and vehicle traffic on growing grass.
		viii	Avoid planting trees near building to avoid roots from penetrating concrete and cause cracks.
		ix	Regular inspection of sprinkler heads as they should be free of dirt to ensure uninterrupted water supply.
<b>3.</b>	<b>Community Hall</b>	i	Decorative items should not be stuck on painted walls.
		ii	The member renting the Hall shall be responsible to arrange cleaning.
		iii	Cooking Food should be avoided inside the Community Hall and it shall be done in the associated kitchen only
		iv	Music should be within set decibel limits and as per law.
<b>4.</b>	<b>Water Tanks</b>	i	Should be cleaned at regular intervals by a trained agency.
		ii	The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
		iii	If WTP is installed then trained operator should look after the water parameters regularly and should ensure that AMC is done.
		iv	Trained plumber to check water supply pipe lines.
<b>5.</b>	<b>If Municipal Water Provided</b>	i	Ensure that taps are securely closed.
		ii	Replace the leaky faucets to save water wastage;
		iii	The Project may be provided with Solar water connection.
		iv	It is recommended to clean pipes at regular

			intervals.
6.	STP	i	Recommended that water from STP should be used only for WC flush usage and gardening.
		ii	Inspect the treatment plant regularly.
		iii	Prevent any harmful substance, wastes, anti-bacterial detergents and other hazardous objects from entering the Plant.
		iv	Timely checks of the water treated by STP are mandatory. There is a penalty for non-functioning STP and for discharging sewage water into the drainage system.
		v	Wash hands thoroughly after working with Sewage or anything contaminated with sewage.
		vi	Children, elderly and disabled people should not go near the air vents of the sewage treatment plant as it emits dangerous toxic gasses.
		v	Make arrangement for periodic disposal/ use as manure of compressed waste generated from the STP.
		vi	To abide by laws if any in this regard for operation and maintenance of the STP
7.	Septic Tank	i	Periodic cleaning of Septic Tank.
		ii	Non-degradable items like Tissue Paper, chemicals, metal objects should not be thrown and/or disposed to the Septic system.
		iii	Ensure that the manholes should always be kept in a closed position
		iv	Remove excess sludge periodically
8.	Borewell Water	i	Water filtration may be installed
		ii	Can be recharged by rain water
		iii	Regular testing of ground water should be done.
9.	Storm Water Drainage	i	The inlet may be covered properly with gratings or grids to prevent large objects, debris falling into it.
		ii	Should be occasionally cleaned to prevent blockages.
		iii	Children should be advised not to throw any objects into storm drainage
		iv	The outlet of the storm drainage should be covered with gratings.
10.	Garbage Collection	i	Dry and Wet garbage should be segregated as mandated by Sanctioning Authorities.
		ii	Garbage bags should be used for maintaining hygiene.

		iii	Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into municipality truck.
<b>11.</b>	<b>Lift/Elevator</b>	i	AMC to a reputed service provider /agency. It is always recommended to provide AMC to the original manufacturer of the Lift
		ii	The electrical connections, earthing, wiring, switches, plugs should be checked periodically.
		iii	Spitting or throwing garbage inside the elevator is strictly prohibited.
		iv	Safety instructions to be followed during emergency should be displayed inside the lift.
		v	Use panic button /intercom unit provided in the elevator in case of emergency.
		vi	All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
		vii	Children less than 10 years should not be permitted inside the elevator alone
		viii	Do not use elevator in case of fire and earthquake
		ix	Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
		x	Smoking, Drinking and eating should be prohibited within the elevator.
<b>12.</b>	<b>Fire Fighting Equipment</b>	i	AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System,
		ii	The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage
		iii	Refuge area should be vacant and not used for any other purpose
		iv	Regular mock fire drill exercises should be done
		v	Fire-fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non-functional.
		vi	In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.
		vii	In case of fire, the evacuation procedure should be well defined
		xi	Assembly point in the Project compound should be clearly indicated.

<b>13.</b>	<b>Green Building</b> (if the Phase/ Project is certified by IGBC/ Griha or any other rating agency)	i	The Association Management Committee should update itself with all requirements of a Green Building and keep the records available
		ii	The services of a Green Building Consultant should be retained.
<b><u>UNIT INTERNAL MAINTENANCE RULES</u></b>			
<b>14.</b>	<b>Installation of Air - Conditioner</b>	i	Should be installed at pre-designated point.
		ii	Split AC unit in the indoors should be used with Anchor fasteners with brackets .
		iii	In case of leaking pipes to get the same repaired immediately.
		iv	All wires should be passed through ducts.
		v	Open wiring outside the walls is not allowed.
		vi	No core cutting should be done in beams or columns or slabs for ducting purposes.
		vii	Inverters must be mounted on a firm level surface.
<b>15</b>	<b>Cooking Gas</b>	i	Ensure proper ventilation and follow norms laid down by Gas agency.
		ii	Children should not operate any equipment.
		iii	Gas cylinder installation should be carried out by Gas supply agency.
		iv	Do not accept a gas cylinder with safety cap broken.
		v	The cylinder or the gas hose pipe should be placed away from heat source.
		vi	Turn the regulator to 'OFF' position when Gas not in use.
		vii	Periodically check the gas valve, hose pipe condition for any leak.
		viii	Change the gas pipe(rubber tube) every six months.
		ix	In case of Gas leakage, do not switch on or off any electrical device as it can trigger a spark. Open the doors and windows to allow the gas to dissipate and call for help immediately.
<b>16.</b>	<b>CCTV of Individual Flats</b>	i	Ensure that the Camera lens is clean;
		ii	Illegal filming of others using the camera is legally prohibited.
		iii	A notice that the premises is under CCTV surveillance should be displayed.
<b>17.</b>	<b>Dish TV of Individual Flats/Units</b>	i	The Antenna should be installed at the pre-designated point recommended by the Promoter

		ii	The wire should be passed through the wiring duct.
18.	Plumbing	i	Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
		ii	Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc. and do not drain them down the toilet.
		iii	Ensure that metals, wood, medicines, glue, plastic or any hard substances not pushed down the drain.
19.	Matters That Need Permission From Fire Safety Department	i	Changes in Pipeline Changes in gas pipe line Changes in Fire-fighting Equipment Changes in Smoke Detectors
20.	Matters that need permission from Governing Body of Project	i	Changes to entry to your house Renovation to be done
		ii	Pest treatment
		iii	Installing TV Antenna Putting grill in balcony Putting security door outside the entrance Installing temporary cover on roofs

#### THE SCHEDULE 'K'

##### (COMMON AREA MAINTENANCE EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Entire Project and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair, clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing, repairing or instating any



drains and sewers, sewerage treatment plant forming part of the Project as well as the Entire Project.

6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Promoter may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lessees/ occupiers of any Apartment.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual lessee of any Apartment.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority

and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owner/Lessee/occupier of any Apartment.

18. Insurance of fire-fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.
21. The charges/ fees of any professional Company/ Agency appointed to carry out maintenance and supervision of the building complex.
22. Electric Supply System
23. Electric Generating Sets
24. Water supply lines, pumps, motors, filtration plants and its allied equipments, etc.
25. Decorative Water Fountains
26. Community Hall and its allied rooms and services.
27. Any or all other expense for maintenance, operation, upkeep, renewal, renovation, safety, insurance and continuity of all assets in common area used for common Purpose.
28. The Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1 – 27 above, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

**Annex – A**  
**Entire Project plan earmarking Phase – I and Phase - II**

**As Attached**

**Annex – B**  
**Floor Plan of the Apartment**

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

\_\_\_\_\_  
**(Martin Burn Limited)**  
**[PROMOTER]**

\_\_\_\_\_  
**(Institute Of International Trade)**  
**[LAND OWNER]**

\_\_\_\_\_  
**( \_\_\_\_\_ )**  
**[ALLOTTEE]**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Project :**  
 PROPOSED (G+IV) AFFORDABLE HOUSING COMPLEX at  
 Mouza- Kalikapur ; J.L.No.- 95,  
 L.R.Khaitan No.- 1767,  
 R.S. Dag Nos.- 1221, 1602, 1603, 1604, 1605, 1622, 1623, 1624, 1625,  
 Under Kalikapur I No. Gram Panchayat,  
 District -24 Parganas (South) , P.S.- Sonarpur

**Client :**  
**MARTIN BURN**  
 1/F, 1 B, N, MUKHERJEE ROAD  
 KOLKATA-700001

**ARCHITECT -**  
**SET SQUARE ARCHITECTURE & INTERIORS**  
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**STRUCTURAL CONSULTANT -**  
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**General Notes:**  
 All dimensions are in Millimeter unless noted otherwise. Do not scale from this drawing.  
 Contractors must verify all dimensions in the field & are responsible for determining final methods of construction. Contractors must submit finish samples of all materials to architect / designer for review & approval prior to fabrication & installation.  
 The Contractor shall carefully analyze the Drawings and shall at once report to the Designer any error, inconsistency or omission he may discover. The Contractor shall be liable to the Owner or the Designer for any damage resulting from any such errors, inconsistencies or omissions. The Contractor shall do no work without the most recent Drawings, Architectural Specifications, FF&E Specifications. The Drawings and Specifications, relative to existing construction, show conditions as they are believed to exist but the Contractor must verify all conditions in the field as early possible and report any discrepancies to the Designer as soon as possible thereafter. All Structural elements to be read in co-ordination with the Structural drawings issued from the concerned Consultant. All M.E.P. elements to be read in co-ordination with the M.E.P. drawings issued from the concerned Consultant. If any error, inconsistency or omission may be found, the concerned Consultants must bring those to the notice of the Architect for proper revision of the Architectural drawings.

Signature of Architect

Signature of Structural Consultant

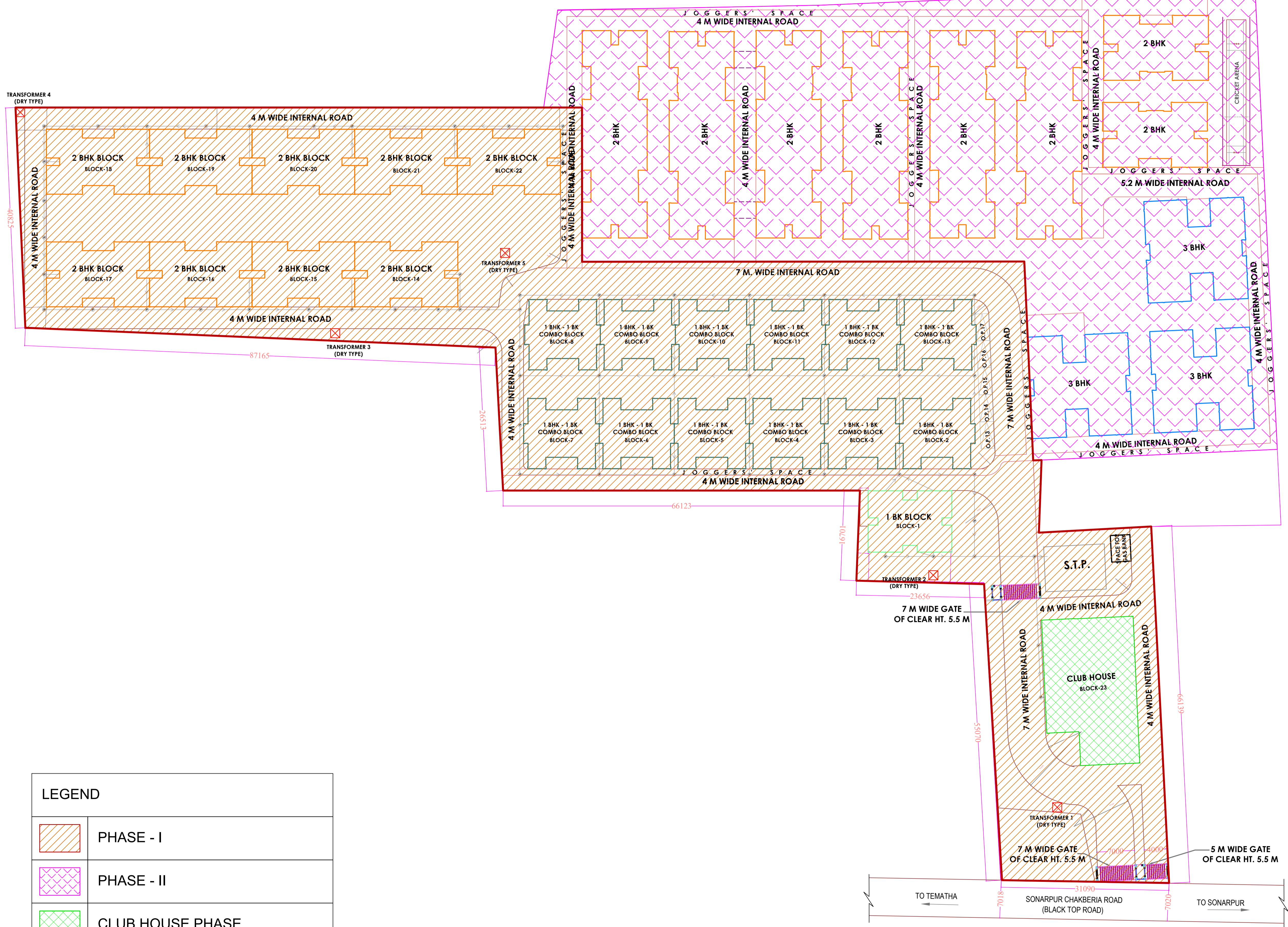
Signature of M.E.P. Consultant

Signature of Client


REV. NO.	DESCRIPTION

Drawing Title : **MASTER PLAN SHOWING PHASES OF DEVELOPMENT**  
 Scale : 1 : 350 (size A1)  
 Project No : SONARPUR\_SSAI\_MARTINBURN  
 Date of Issue : 19.03.2019,  
 Purpose of Issue : CHECKING OF ALL CONSULTANTS  
 Revision No. : 000  
 Designed By : Milan Bandyopadhyay  
 Dealt By : Anamitra Sur  
 Checked By : Dilip Sen  
 Drawing No : dated : 19.03.2019.

SONARPUR\_SSAI\_MARTINBURN\_WD\_03



LEGEND	
	PHASE - I
	PHASE - II
	CLUB HOUSE PHASE

