

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") executed on this _____ day of _____, 2019.

BY AND BETWEEN

M/S. MULTILINE GROUP (PAN –AAYFM3480A) a partnership firm, having its office at 81, Green Park, P.O. -Narendrapur, P.S.- Sonarpur, Kolkata – 700103, represented by partners namely

(1) SRI PAWAN AGARWAL (PAN AFXPA0641R), son of Sri Babulal Agarwal, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 4 Sight Model Town Complex, Madhya Balia, Flat No.E121, P.O. Garia, P.S. Sonarpur, Kolkata – 700 084 in the District 24 Parganas (South), **(2) SRI SUBHAJIT CHAKRABORTY, (PAN AJFPC6541A)**, son of Late Mohan Lal Chakraborty, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at S.B. Road Rajpur, P.O. Rajpur, P.S. Sonarpur, Kolkata – 700 149 in the District 24 Parganas (South, hereinafter referred to as "the **PROMOTER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **ONE PART:**

(1) SHAMBHU NATH DAS (PAN AGFPD4210Q), (ADHAAR NO. 5773 2949 9635) son of Sri Anil Kumar Das, by faith – Hindu, by Nationality – Indian, by occupation – service, residing at Village and Post Office – Dakshin Jagaddal, Police Station – Sonarpur, Kolkata -700 151, **2) SANTI PRIYA HOWLY, (PAN AMBPH4474Q), (ADHAAR NO. 3896 8046 4909)** son of Shibapada Howly, by faith – Hindu, by Nationality – Indian, by occupation – service, Kolkata -700 151, residing at Kattayanitala St. Post Office – Dakshin Jagaddal, Police Station – Sonarpur, Kolkata -700 151, **3) SWAPAN MUKHERJEE, (PAN AMEPM7645R), (ADHAAR NO. 9303 2807 6697)** son of Satkari Mukherjee, by faith – Hindu, by Nationality – Indian, by occupation –Business, Kolkata -700 151, residing at Kattayanitala St. Post Office – Dakshin Jagaddal, Police Station – Sonarpur, Kolkata -700 151, **4) SHYAMAL BHOWMICK, (PAN AHPPB0364E),** son of Late Narendra Nath Bhowmick, by faith – Hindu, by Nationality – Indian, by occupation – business, residing at Jagaddal, Post Office – Dakshin Jagaddal, Police Station – Sonarpur, Kolkata -700 151 jointly hereinafter called and referred to as the **“LAND OWNERS/VENDORS”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, successors, administrators, legal representatives and/or assigns) of the **SECOND PART.**

AND

MR. _____(PAN _____) son of _____ having his present address at _____ and hereinafter referred to as “the **ALLOTTEE / PURCHASER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his and each of his respective heirs legal representatives executors administrators) of the **OTHER PART:**

The Promoter and the Allottee shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

DEFINITION:

For the purpose of this Agreement for Sale, Unless the context otherwise requires:-

- a) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- b) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.

- c) **REGULATIONS** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- d) **SECTION** shall mean a section of the Act.

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land owners herein jointly seized and possessed of the four adjoining plots total land measuring 23 Cottahs 15 Chittaks 7.5 sq.ft. be the same a little more or less with structure standing thereon, and got their names mutated in the office of the Rajpur Sonarpur Municipality and the said property since known and numbered as Municipal holding no. 128, Katyanitala Street, Ward no. 25, upon payment of rates and taxes thereto and subsequently they recorded their names in the office of the district collector, (B.L. & L.R.O. concerned) their names are recorded in the recent published L.R. settlement records of rights as the absolute owners in their respective share, hereinafter referred to as "**SAID PREMISES**" and morefully and particularly mentioned and described in **FIRST SCHEDULE** hereunder written. Devolution of title of the Promoter to the said Premises is set out in the **SIXTH SCHEDULE** hereunder written.
- C. With a view to develop the said premises, the Land owners herein entered into a Development Agreement, dated 02-04-2015 with the Promoter herein for development of the said land measuring 23 Cottahs 15 chittaks 7.5 sq.ft. be the same little more or less, for construction of a G+IV storied building as per plan to be sanctioned by the Rajpur Sonarpur Municipality at the cost of the Promoter herein after demolishing the existing structure thereon under certain terms and conditions contained therein and the said agreement was duly registered at D.S.R. – IV, Alipore and recorded in Book No. I, CD Volume No. 10, Pages 5667 to 5694, being No. 03005 for the year 2015 and the said owners also granted a General Power of Attorney on 02-04-2015 in favour of the Promoter, registered in the D.S.R. – IV, Alipore and recorded in Book No. I, CD Volume No. 10, Pages 5573 to 5591, being No. 03006 for the year 2015.
- D. By the said development agreement and general power of attorney, the Land owners herein have confirmed the Promoter inter alia right to construct, negotiate for sale of the said developer's allocation to any person or persons, its nominees, wherein to purchase the flat no. be constructed at the said premises and to receive the part and full consideration money from the intending purchaser or purchasers. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Premises on which the Project is to be constructed have been completed;
- F. The Rajpur-Sonerpur Municipality has granted permission to construct vide Building **sanction plan no. 302/CB/25/73 dated 14/5/2015** and the Promoter herein has already started the construction of the G+IV storied building at the said land and premises as described in the First Schedule below as per the said sanctioned building plan after demolishing the existing structure at their own costs and expenses.
- G. The Promoter has obtained the sanctioned plan for the Project from Rajpur-Sonerpur Municipality and other concerned authorities as mentioned in the

Definition No.XXIII (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable, including Rule 53A of the West Bengal Municipal (Building) Rules, 2007, and save to the extent as mentioned in the **Definition No.(xxiii) of Annexure A (being the definition of Plan)** hereinbelow;

It is agreed and clarified that by virtue of West Bengal Building Rules, 2007 and other applicable Laws and Rules, the Project at the Larger Premises is entitled for additional FAR which is planned to be consumed by adding more floors to the Tower Building and changing other configurations thereof, as well as by constructing a new Building at the said Adjoining Property, and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. Necessary application for matters connected to consumption of additional FAR, addition of more floors to the Tower Building and changing other configurations thereof, as well as construction of a new Building at the said Adjoining Property has been made to the Fire & Environment Authorities. Application to Rajpur-Sonerpur Municipality will be made shortly.

H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority being registration no. _____.

I. The Allottee had applied for an apartment in the Project vide application dated _____ for allotment of the **said Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** hereunder written, and also hereinbelow:

All That the Residential Flat / Apartment bearing No.____containing a **Carpet Area** of _____Square Feet[**Built-up Area** whereof being _____Square Feet] more or less on the _____ **floor** of the Tower Building at the said Premises described in the **First Schedule**.

Withright to park _____ number of **standard** in the covered space in the _____ the said Premises, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in para-I above;

N. The Allottee has examined and got himself fully satisfied about the title of the Promoter to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances

whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto. The Allottee agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto.

The Allottee is aware that by virtue of West Bengal Building Rules, 2007 and other applicable Laws and Rules, the Project at the Larger Premises is entitled for additional FAR which is planned to be consumed by adding more floors to the Tower Building and changing other configurations thereof, as well as by constructing a new Building at the said Adjoining Property, and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. Necessary application for matters connected to consumption of additional FAR, addition of more floors to the Tower Building and changing other configurations thereof, as well as construction of a new Building at the said Adjoining Property has been made to the Fire & Environment Authorities. Application to Rajpur-Sonerpur Municipality will be made shortly.

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

1. **TERMS:**

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

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

Head	Price
(i) Apartment No _____, Tower No _____; Type _____; Floor _____; Carpet Area _____; Built-up Area _____; Super Built-up Area _____;	Rs. _____
(ii) Preferred Location Charges -	Rs. _____
(iii) _____ number and Four Wheeler type Car parking at _____ level;	Rs. _____
Total:	Rs. _____
Add : GST	Rs. _____
Consideration:	Rs. _____

Explanation:

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

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

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

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

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

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

- i) Legal Documentation Charges of Rs. _____/= will be payable at the time of Agreement and the balance Rs. _____/= on or before the Possession Date / Deemed Date of Possession or the date of execution of the sale deed

in respect of the Allottee's Flat, whichever be earlier, to the Advocates, Saraogi & Co., plus applicable GST;

- ii) Advance Maintenance Charges, alongwith applicable GST as hereinbelow mentioned to the Promoter / Maintenance Company / Association (as the Promoter may direct):
- a) For 1 BHK - Rs. _____/=
- b) For 2 BHK - Rs. _____/=
- c) For 3 BHK - Rs. _____/=
- iii) Refundable Security Deposit as hereinbelow mentioned to the Promoter / Maintenance Company / Association (as the Promoter may direct):-
- a) For 1 BHK - Rs. _____/=
- b) For 2 BHK - Rs. _____/=
- c) For 3 BHK - Rs. _____/=
- iv) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable therefore including the charges of the copywriter for copying of such documents and expenses incidental to registration.

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

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Fifth Schedule** hereunder written ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate as may be decided by the Promoter and agreed by the Allottee for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II of the Third Schedule**

hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No.XXIII**(being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Tower Building is complete and the occupancy / completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall handover the common areas of the Project to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land (proportionate share), construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be as provided within the Apartment and the Project.
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be, with prior written intimation and appointment.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking rights (if any), Balcony / Verandah / Open Terrace / exclusive open

space for garden (if any) etc., as applicable, shall be treated as a single indivisible unit for all purposes.

- 1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost , ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions , which are related to the project and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the apartment to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charge, if any , to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum of **Rs. _____/-(Rupees _____)** only (in short "the **Booking Amount**") as booking amount being part payment towards the total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

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

2. **MODE OF PAYMENT**

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

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

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

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF THE PAYMENTS**

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

5. **TIME IS ESSENCE**

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

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

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

7. **POSSESSION OF THE APARTMENT**

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

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

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

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy / completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall handover the copy of the occupancy certificate / completion certificate of the apartment to the Allottee at the time of conveyance of the same.
- 7.2.1 It is clarified that the Promoter shall duly comply with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.
- 7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all other outgoing and consequential charges.
- 7.4 **Possession by the Allottee** – After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the

apartments to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the promoter shall handover the necessary document and plans including common areas, to the association of Allottees or the competent authority, as the case may be within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

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

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

- 7.6 **Compensation**

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

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project However, for obtaining financial assistance and/or loans from Banks, Financial

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

- (iv) here are no litigations pending before any Court of law or authority with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Buildings and Apartments and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee intended to be created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be;
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the occupancy / completion certificate has been issued and possession of Apartment or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

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

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

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 2 (Two) consecutive months after notice from the Promoter in this regard, the promoter may cancel the allotment

of the Apartment in favour of the Allottee and refund the money paid to the Promoter by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

10. **CONVEYANCE OF THE SAID APARTMENT**

The Promoter on receipt of total Price of the Apartment as per para 1.2 under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment to the Allottee **And** the common areas to the Association of the Allottees within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, as per the provisions of the Act.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 (three) months from the date of issue of occupancy certificate / completion certificate. However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mention in the notice, the Allottee authorized the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

11. **MAINTENANCE OF THE SAID BUILDINGS/APARTMENT/PROJECT**

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

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

12. **DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of issue the completion / occupancy certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

14. USAGE

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, 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 Buildings is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Buildings 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 Buildings. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees.

The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

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

17. **ADDITIONAL CONSTRUCTIONS**

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

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

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

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

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

20. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the

booking amount, shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE

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

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

25. SEVERABILITY

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

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

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

27. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 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 **office of _____**. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES

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

30. JOINT ALLOTTEES

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

31. SAVINGS

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms

thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled in accordance with the Act and Rules.

Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made there under.

34. RESTRICTIONS ON ALIENATION

Before taking actual physical possession of the said Unit in terms of this agreement and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Apartment or his rights under this Agreement without the consent in writing of the Promoter first had and obtained **Provided That** the Allottee may nominate transfer or alienate the said Apartment or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (twelve) months from the date hereof ("Lock-in Period") and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a fee / charge of Rs. [REDACTED]/- (Rupees [REDACTED] only) for 1 BHK Type Flats, Rs. [REDACTED]/- (Rupees [REDACTED] only) for 2 BHK Type Flats and Rs. [REDACTED]/- (Rupees [REDACTED] only) for 3 BHK Type Flats or such other fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation, plus applicable GST, **And Subject Nevertheless To** the following terms and conditions:

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

34.1 It is clarified that any change in the control management or ownership of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.

34.2 Transfer of the said Apartment after the Promoter has executed / caused to be executed the deed of conveyance of the said Unit in favour of the Allottee shall not be governed by this clause.

35. **OTHER PROVISIONS:**

35.1 The Allottee shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Buildings or other parts of the said Premises (notwithstanding the delivery of possession of the said Unit to the Allottee in the meantime and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Allottee) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the Buildings or the said Premises or the sale or transfer of the other Units and areas in the Buildings is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Allottee or because of any act or deed or omission on the part of the Allottee, the Promoter is restrained from construction of the Buildings and/or transferring and disposing of the other units and areas therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Promoter.

35.2 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces or triple height sky balconies or the lawns / gardens / greens / open spaces at the said premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter, in its absolute discretion, shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.

35.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain Flats / Apartments may have triple height sky balconies attached to their respective Flats / Apartments with exclusive right of user of the same independent of all others, and the Allottee shall have no claim nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in manner whatsoever or howsoever. It is agreed understood and clarified that such triple height sky balconies are to be used fire refuge balconies in the event of any fire, emergency or exigency.

35.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the **Rajpur-Sonerpur Municipality**.

35.5 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.

35.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the

time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.

- 35.7. The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Buildings at the said Premises and also the covered spaces in the Buildings (but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 35.8 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or allottees of adjoining properties on such terms as be agreed by and between the Promoter and the owners of such adjoining properties and/or may enjoin the said Adjoining Property / Portion as part of the same development as the said Premises. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the Common Areas And Installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 35.9 The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises (including the said Adjoining Property / Portion) thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu / exchange of such owners / occupiers of the such adjoining / contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining / contiguous property. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the Promoter and all persons authorised / permitted by the Promoter shall be entitled to full free unfettered and uninterrupted rights and liberties (including the right of easements and of ingress and egress and also the right of access, way, flow and passage of electricity, water, telephone, gas, waste, soil etc. through pipes drains wires conduits etc.) at all times by day or night to pass or repass to or from the said Adjoining Property / Portion along, over and under the paths passages driveways etc. within the said Premises with or without men materials and vehicles of any description for all purposes connected with the beneficial use and enjoyment of the said Adjoining Property / Portion and for all lawful purposes.
- 35.10 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of constructing additional blocks / buildings and/or by raising further storey or stories on the roofs for the time being of the Buildings and to do all acts deeds and things and make all alterations and connections (including to

connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas And Installations shall also stand varied owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

- 35.11 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 35.12 The Allottee shall have no connection whatsoever with the purchasers / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.13 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.14 The Promoter may already have mortgaged and/or created charge on the said Premises and shall be at liberty to further mortgage and/or create charges in respect of the said Premises or any part thereof and the Allottee hereby consents to the same. At the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
- 35.15 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, **Subject However To** the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter

shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution.

- 35.16 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that since under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part thereof are required to be transferred to the Association / Maintenance Company etc., the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees proportionately and/or the Association of Allottees (including the Allottee herein) and the Promoter shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter fully indemnified with regard thereto;
- 35.17 The Allottee shall be and remain responsible for and indemnify the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.18 The Project at the said Premises shall bear the name **"TULIP GARDEN"** unless changed by the Promoter from time to time in its absolute discretion.
- 35.19 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNERS

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULES**THE FIRST SCHEDULE ABOVE REFERRED TO:****(Premises)
(said Premises)**

ALL THAT piece and parcel of land measuring 23 Cottahs 15 Chittaks 7.5 sq. ft. be the same a little more or less together with structure standing thereon situate at Mouza – Jagaddal, J.L. No. 71, Pargana – Magura, Touzi Nos. 47, 49, 64, 63 & 68, R.S. No. 233, comprised in C.S. Dag Nos. 3114 & 3115, R.S. Dag Nos. 3114, 3115, 3149 & 3150, L.R. Dag Nos. 3157, 3158, 3195 & 3196, appertaining to R.S. Khatian Nos. 660, 663 & 664, L.R. Khatian Nos. 1697 & 370, under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward No. 25, being Municipal Holding No. 128, Katyani Tala Street, Sub-Registry office at Sonarpur in the District of South 24 Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows :-

ON THE NORTH	:	Dag Nos. 3157, 3114 (P) & 8 ft. wide Common Passage.
ON THE SOUTH	:	Dag Nos. 3149(P), 3150, 3151, 3115(P), 3115/3501 & 3114/3944.
ON THE EAST	:	Dag Nos. 3152 & 3156.
ON THE WEST	:	24 ft. wide Municipal Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(UNIT)**

All That the Residential Flat / Apartment bearing No. _____ containing a **Carpet Area** of _____ Square Feet [**Built-up Area** whereof being _____ Square Feet] more or less on the _____ **floor** of the **Tower Building** at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

TOGETHER WITH the right to park _____ numbers of **standard** in the covered space in the Parking Area exact location to be identified by the Promoter on or before the Deemed Date of Possession.

THE THIRD SCHEDULE ABOVE REFERRED TO PART-I (Common Areas and Installations)

- a) The foundation, column, girder, beams, supports, main walls, corridors, lobbies, staircase, stair ways, landing, side space, entrance, and exit and roof of the building
- b) The installation of common services such as power lift, light water, drainage and sewerage line and boundary wall etc.
- c) The underground and overhead water tank, water pump motor, water pipes and tap water connection electrical equipment apparatus and installations existing for common use.
- d) All other common parts of the property necessary or convenient to its existence maintenance for common use

PART-II

(Specifications of construction of the Said Unit)

- Floor : Floor will be of vitrified tiles of reputed make.
- Doors : Main door of sal /kopur wood, with standard lock and other bedroom door would be fitted with flush doors.
- Kitchen : Granite cooking platform fitted with steel sink with mat tiles flooring mat tiles with upto 2 ft. height on kitchen platform.
- Toilet : Mat tiles upto 6 ft. height of wall and tiles flooring with sanitary and CP bath fittings of reputed make and standard fittings with P.V.C door in toilet.
- Electrical : Concealed electrical wiring with ISI marked copper wires, two light points, fan points, plug points one each in all bedroom , drawing/ dining room, 15A plug point in drawing/dinning and toilet , one light point in each other room .
- Water : Concealed water supply line with blue P.V.C pipes with standard fittings in kitchen and toilet, ground water will be supplied by pump and distributed through overhead reservoir.
- Windows : Aluminum windows with glass and necessary accessories with synthetic enamel painting compound wall with gates to be provided.
- Wall : All wall surface will be finished by plaster of parish in inside wall and staircase. Waterproofing cement paint (Weather Coat) in outside wall.
- Verandah : Verandah railing up to 3'ft. height from flooring.
- Car parking : White washing in car parking space.

N.B. All extra work of fitting can be provided subject to approval of the engineer with extra cost.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building and enjoyed or used by the allottees in common with each other, main entrance and exit gates, landings and staircases of the said Buildings and enjoyed by the allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the Residents' Club or the air-conditioned hall etc., if and as applicable) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:**PART-I**

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

Head	Price
(i) Apartment No_____, Tower No_____; Type_____; Floor_____; Carpet Area _____; Built-up Area ____; Super Built- up Area ____;	Rs. _____
(ii) Preferred Location Charges -	Rs. _____
(iii) _____ number and Four Wheeler type Car parking at _____ level;	Rs. _____
Total:	Rs. _____
Add : GST	Rs. _____
Consideration:	Rs. _____

(Rupees _____) only

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

PART-II
(Installments / Payment Plan)

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of "CHOWRINGHEE RESIDENCY PRIVATE LIMITED A/C ESCROW" – Axis Bank Account No. – 914020004632852, IFSC – UTIB0001164, Branch – Corporate Banking Branch or by online payment (as applicable) as follows:

No.	Payment Description	Flat & Parking
A	INITIAL TOKEN AMOUNT	50,000/-
B.	ON BOOKING	10% of Total Consideration (including Initial Token Amount)
C.	ON AGREEMENT	20% of Total Consideration (including Booking Amount)
D.	1st FLOOR CASTING	10%

E.	2nd FLOOR CASTING	10%
F.	3RD FLOOR CASTING	10%
G.	4TH FLOOR CASTING	10%
H.	ON BRICKWORK OF SAID FLAT	20%
I.	ON POSSESSION OF THE SAID FLAT	10%

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

The Owners No. 1 herein got and acquired ALL THAT a piece and parcel of homestead land measuring 3 cottahs 0 chittaks 22.5 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. 71, Pargana – Magura, Touzi No. 47,49,64,63,68 R.S. No. 233, comprised in C.S. Dag no. 3114, 3115, R.S. dag No. 3114/3499 & 3115/3501, appertaining to R.S. Khatian No. 664, under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no. 25, being part of Holding No. 134, Kattyanitala Street, Sub-registry office at Sonarpur, in the district of South 24 Parganas, more fully described in the first schedule hereunder written, by a Bengali Deed of Gift, dated 12.2.2013, registered in the office of A.D.S.R. at Sonarpur and recorded in Book No. 1, CD Volume No. 4, pages from 5684 to 5694, deed no. 01599, for the year 2013, from his father Sri ShibpadaHowly.

The Owners No. 2 herein got and acquired ALL THAT a piece and parcel of homestead land measuring 50decimals more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. 71, Pargana – Magura, Touzi No. 47,49,64,63,68 R.S. No. 233, comprised in C.S. Dag & R.S. dag no. 3114 (29 decimals)C.S. Dag & R.S. dag no. 3115 (21 decimals), appertaining to R.S. Khatian No. 664, under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no. 25, Sub-registry office at Sonarpur, in the district of South 24 Parganas, morefully

described in the first schedule hereunder written, by a Bengali Deed of Gift, dated 23.3.1966, registered in the office of S.R. at Baruipur and recorded in Book No. 1, Volume No. 51, pages from 98 to 100, deed no. 3488, for the year 1966, from his Laksmi Narayan Mukhopadhyay, son of Rameswar Mukhopadhyay.

Being the owner of the said land, the said Swapan Kumar Mukhgerjee mutated his name in the office of the Rajpur Sonarpur Municipality in respect of the said land, which was known as Municipal holding no. 128, Katyanitala Street, and also recorded his name in the office of the district collector, (B.L. & L.R.O.) and the said land is recorded as L.R. Dag no. 3157 and 3158 under L.R. 1697 in the L.R. Settlement records of right as the absolute owner thereof.

The Owners No. 3 herein purchased ALL THAT a piece and parcel of homestead land measuring 7 cottahs 8 chittaks 0 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. 71, Pargana – Magura, Touzi No. 47,49,64,63,68 R.S. No. 233, comprised in C.S. Dag no. & R.S. dag No. 3150, appertaining to R.S. Khatian No. 663, corresponding to L.R. Dag no. 3196 under L.R. Khatian no 370 under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no. 25, Sub-registry office at Sonarpur, in the district of South 24 Parganas, morefully described in the first schedule hereunder written, by two separate Bengali Deed of Sale, out of which one dated 9/10/2002, registered in the office of D.S.R.IV at Alipore and recorded in Book No. 1, Volumn No. 20, pages from 25 to 39, deed no. 02385, for the year 2006, and other deed registered dated 18/5/2004, Volume No. 45, pages from 2542 to 2556, deed no. 05912, for the year 2006, from the then lawful owner Smt. Krishna Kumari Dasi, wife of Late Ratan Ch. Mondal, through her constitute Attorney Sri Panchanan Mondal, son of Late Ratan Ch. Mondal.

The Owners No. 4 herein purchased ALL THAT a piece and parcel of homestead land measuring 2 cottahs 11 chittaks 0 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. 71, Pargana –

Magura, Touzi No. 47,49,64,63,68 R.S. No. 233, comprised in C.S. Dag no. & R.S. dag No. 3149, appertaining to R.S. Khatian No. 660, under L.R. Khatian no 370 under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no. 25, Sub-registry office at Sonarpur, in the district of South 24 Parganas, morefully described in the first schedule hereunder written, by a Bengali Deed of Sale dated 4/6/2008, registered in the office of A.D.S.R. at Sonarpur and recorded in Book No. 1, CD Volume No. 14, pages from 3465 to 3477, deed no. 5464, for the year 2008, from Sri Dwaipayan Bhattacharya, son of Ashutosh Bhattacharya.

Being the owner of the said land, the said ShambhuNath Das mutated his name in the office of the Rajpur Sonarpur Municipality in respect of the said land, which was known as Municipal Holding No. 424, K.M. Roy Chowdhury Road.

The said Sri Shanti Priya Howly granted, transferred and conveyed by way of gift undivided 4 chittaks out of 3 cottahs 25 sq.ft.R.S. dag No. 3114, 3115, L.R. dag no 3157 & 3158, under R.S. Khatian No. 664, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a deed of gift 22/2/2013, registered at A.R.A-I, Kolkata, vide Book No. 1, CD Volume No. 5, pages from 5889 to 5899, deed no. 02414, for the year 2013, unto the said Sri Swapan Kumar Mukherjee.

The said Sri Swapan Kumar Mukherjee granted, transferred and conveyed by way of gift undivided 2 chittaks out of 8 cottahs 11 chittaks more or less of R.S. dag No. 3115, L.R. dag no 3158, under R.S. Khatian No. 664, L.R. Khatian no. 1697, and 2 chittaks out of 2 cottahs 30 sq.ft.R.S. dag No. 3114, L.R. dag no 3157, under R.S. Khatian No. 664, L.R. Khatian no. 1697, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a deed of gift 22/2/2013, registered at A.R.A-I, Kolkata, vide Book No. 1, CD Volume No. 5, pages from 5900 to 5911, deed no. 02415, for the year 2013, unto the said Sri Shanti Priya Howly.

The said Sri Shambhu Nath Das granted, transferred and conveyed by way of gift undivided 2 chittaks out of 2 cottahs 11 chittaks more or less of C.S. & R.S. dag No. 3149, L.R. dag no 3195, under R.S. Khatian No. 660, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a deed of gift 9/12/2014, registered at A.D.S.R. Sonarpur, vide Book No. 1, CD Volume No. 24, pages from 5951 to 5960, deed no. 11772, for the year 2014, unto the said Sri Shyamal Bhowmick.

The said Sri Shyamal Bhowmick granted, transferred and conveyed by way of gift undivided 2 chittaks out of 7 cottahs 8 chittaks more or less of C.S. & R.S. dag No. 3150, L.R. dag no 3196, under R.S. Khatian No. 663, L.R. Khatian no. 370, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a deed of gift 9/12/2014, registered at A.D.S.R. Sonarpur, vide Book No. 1, CD Volume No. 24, pages from 5941 to 5950, deed no. 11773, for the year 2014, unto the said Sri Shambhu Nath Das.

The said Sri Shyamal Bhowmick & Sri Shambhu Nath Das granted, transferred and conveyed by way of gift undivided 2 chittaks out of 10 cottahs 3 chittaks more or less of C.S. & R.S. dag No. 3149 & 3150, L.R. dag no 3195 & 3196, under R.S. Khatian No. 660 & 663, L.R. Khatian no. 370, of mouza – jagaddal, more fully described in the first schedule hereunder written, by a deed of gift dated 9/12/2014, registered at A.D.S.R. Sonarpur, vide Book No. 1, CD Volumn No. 24, pages from 5926 to 5940, deed no. 11774, for the year 2014, unto the said Sri Shanti Priya Howly & Sri Swapan Kumar Mukherjee.

The said Sri Shanti Priya Howly & Sri Swapan Kumar Mukherjee granted, transferred and conveyed by way of gift undivided 4 chittaks out of 13 cottahs 12 chittaks 7 sq.ft. more or less of C.S. & R.S. dag No. 3114 & 3115, R.S. dag no. 3114 & 3115, 3114/3499 & 3115/3501, L.R. dag no 3157 & 3158, under R.S. Khatian No. 664 & 663, L.R. Khatian no. 1697, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a

deed of gift dated 9/12/2014, registered at A.D.S.R. Sonarpur, vide Book No. 1, CD Volume No. 24, pages from 5911 to 5925, deed no. 11775, for the year 2014, unto the said Sri Shyamal Bhowmick & Sri Shambhu Nath Das.

Thus the owners herein jointly seized and possessed of the aforesaid four adjoining plots total land measuring 23 Cottahs 15 Chittaks 7.5 sq.ft. be the same a little more or less with structure standing thereon, and got their names mutated in the office of the Rajpur Sonarpur Municipality and the said property since known and numbered as Municipal holding no. 128, Katyanitala Street, Ward no. 25, upon payment of rates and taxes thereto and subsequently they recorded their names in the office of the district collector, (B.L. & L.R.O. concerned) their names are recorded in the recent published L.R. settlement records of rights as the absolute owners in their respective share.

Thus the owners herein jointly seized and possessed of the said land measuring 23 Cottahs 15 Chittaks 7.5 sq.ft. more or less with structure standing thereon, out of which land measuring 3 Cottahs 22.5 sq.ft. owner no. 1 Sri Shanti Priya Howly, land measuring 10 Cottahs 11 Chittaks of the owner no. 2 herein Sri Swapan Kumar Mukherjee, land measuring 7 Cottahs 8 Chittaks of the owner no. 3 herein Sri Shyamal Bhowmick and land measuring 2 Cottahs 11 Chittaks of the owner no. 4 herein Sri Shambhu Nath Das, all having unfettered right, title and interest thereto and free from all encumbrances.

With a view to develop the said property, the owners herein entered into a Development Agreement, dated 02-04-2015 with the developer herein for development of the said land measuring 23 Cottahs 15 chittaks 7.5 sq.ft. be the same little more or less, for construction of a G+IV storied building as per plan to be sanctioned by the Rajpur Sonarpur Municipality at the cost of the Developer herein after demolishing the existing structure thereon under certain terms and conditions contained therein and the said agreement was duly registered at D.S.R. – IV, Alipore and recorded in Book No. I, CD Volume

No. 10, Pages 5667 to 5694, being No. 03005 for the year 2015 and the said owners also granted a General Power of Attorney on 02-04-2015 in favour of the Developer, registered in the D.S.R. – IV, Alipore and recorded in Book No. I, CD Volume No. 10, Pages 5573 to 5591, being No. 03006 for the year 2015.

Annexure "A"

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

(i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).

(ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.

(iii) **REGULATIONS** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.

(iv) **SECTION** shall mean a section of the Act.

(va) **SAID PREMISES** shall mean the present Municipal Holding No. 128, Kalyani Tala Street containing a land area of 23 Cottahs 15 Chittaks 7.5 sq. ft. be the same a little more or less, under Police Station Sonerpur, **Kolkata -** within the municipal limits of The Rajpur-Sonerpur Municipality, morefully and particularly mentioned and described in **PART-I of the FIRST SCHEDULE**.

(vb) **ADJOINING PROPERTY / PORTION** It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or allottees of adjoining properties on such terms as be agreed by and between the Promoter and the owners of such adjoining properties and/or may enjoin the said Adjoining Property / Portion as part of the same development as the said Premises. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the Common Areas And Installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

(via) **PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean and include the housing complex named "TULIP GARDEN", for the time being proposed to consist of 2 (Two) towers, details whereof are mentioned hereinbelow, parking, community hall etc., be constructed by the Promoter at the said Premises, containing several independent and self contained flats, parking spaces and other constructed areas, with liberty to the Promoter to

modify and/or expand and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same. The Allottee is aware that the Promoter may undertake construction of the Housing Complex in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed;

Details of Towers as presently planned:

- a) Tower No.1 - Ground Floor plus 4 upper floors are already sanctioned.
- b) Tower No.2 - Ground Floor plus 4 upper floors are already sanctioned

Modification proposal under West Bengal Building Rules, 2007 has been submitted to the Rajpur-Sonerpur Municipality for sanction of the revised plan for a anotherGround + 4Storied Tower Building.

(vii) ALLOTTEES / UNIT-HOLDERS according to the context shall mean the persons who for the time being, own any Unit in the Tower Building or have agreed to purchase the same and have taken possession thereof (including the Promoter for those units and other constructed spaces not alienated by it and/or reserved and/or retained by it for its own exclusive use).

(viii) COMMON AREAS AND INSTALLATIONS shall mean the common areas installations and facilities in and for the said Premises mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the Allottees **BUT** shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Flat / Apartment or Flats / Apartments, Sky Balconies attached to any particular Flat / Apartment or Flats / Apartments, and other open and covered spaces in the said Premises which the Promoter may from time to time express or intend not to be so included in the common areas and installations.

(ix) COMMON EXPENSES shall mean and include all expenses for the maintenance management upkeep and administration of the said Premises and the Buildings and in particular the Common Areas and Installations and rendition of common services in common to the allottees and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be borne paid contributed and shared by the Allottees.

(x) COMMON PURPOSES shall mean and include the purposes of managing maintaining and upkeeping the Buildings and the said Premises and in particular the Common Areas and Installations rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

(xi) UNITS shall mean the independent and self-contained Flats / Apartments and/or units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Buildings at the said Premises and wherever the context so permits or intends shall include the Parking Space/s and/or roof/s and/or terrace/s / sky balconies, if any, attached to the respective Flat / Apartment(s).

(xii) PARKING SPACES shall mean covered parking spaces Covered and Open Car parking spaces as sanctioned in the said building plan.

(xiii) CARPET AREA according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;

(xiv) BUILT-UP AREA according to the context shall mean and include the carpet area of any Flat / Apartment and the area of the balconies / verandahs / terraces therein and/or attached thereto and shall include the thickness of the external walls and the columns and pillars **PROVIDED THAT** if any wall or column be common between two Flats / Apartments, then one half of the area under such wall or column or pillar shall be included in the area of each such Flat / Apartment.

(xv) PROPORTIONATE OR PROPORTIONATELY according to the subject or context shall mean the proportion in which the Carpet Area of any Unit may bear to the Carpet Area of all the Units in the Tower Building **PROVIDED THAT** where it refers to the share of the allottees in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user thereof).

(xvi) SAID APARTMENT / UNIT shall mean the **Flat / Apartment No. _____** on the _____ **floor** of the Tower Building under construction at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE** and further wherever the context so permits shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.

(xvii) MAINTENANCE COMPANY shall mean any Company incorporated under any provision of the Companies Act, 2013 or an Association or a Syndicate / Committee or a Society or a Firm or any other Entity that may be formed by the Promoter in accordance with the Act and Rules for the common purposes having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.

(xviii) MAINTENANCE IN-CHARGE shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

(xix) DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said

clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.

(xx) LOCAL ARCHITECTS shall mean _____ or such other Architects as may be appointed by the Promoter from time to time;

(xxi) PROJECT ARCHITECTS shall mean The _____ or such other Architects as may be appointed by the Promoter from time to time;

(xxii) ADVOCATES shall mean such Advocates as may be appointed by the Promoter from time to time for the Project;

(xxiii) PLAN shall mean the plan for the time being for construction of the Buildings sanctioned by The Rajpur-Sonerpur Municipality vide Building **sanction plan no. 302/CB/25/73 dated 14/5/2015**, and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter.

By virtue of West Bengal Building Rules, 2007 and other applicable Laws and Rules, the Larger Premises (i.e. both the said Premises and the Adjoining Property) is entitled for additional FAR which is planned to be consumed by adding more floors to the Tower Building and changing other configurations thereof, as well as by constructing a new Building at the said Adjoining Property, and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. Necessary application for matters connected to consumption of additional FAR, addition of more floors to the Tower Building and changing other configurations thereof and, as well as construction of a new Building at the said Adjoining Property has been made to the Fire & Environment Authorities.

(xxiv) STRUCTURAL ENGINEER / CONSULTANT shall mean such Consultants as may be appointed by the Promoter from time to time for the Project at the said Premises;

(xxv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

(xxvii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

Annexure "B"

1. As a matter of necessity, the ownership and enjoyment of the flats / apartments by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees shall be bound and obliged:
 - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - (b) to observe fulfil and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
 - (c) to allow the Maintenance In-charge and its authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Buildings and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
 - (d) to use their respective flats / apartments (and utility rooms etc., if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
 - (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of motor cars.
 - (f) not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
 - (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
 - (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
 - (i) not to claim any right whatsoever or howsoever over any unit or portion in the said Premises save their respective units.

- (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his flat / apartment.
- (k) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (l) not to alter the outer elevation of the Buildings or any part thereof nor decorate the exterior of the Buildings or the said Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Buildings nor allow or permit any other person to do so.
- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Buildings.
- (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the flats / apartments agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats / apartments to any other allottee of flat / apartment in the Tower Building and none else.
- (q) In case any Sky Balcony or Terrace, be attached to any flat / apartment, then the same shall be a property / right (as applicable) appurtenant to such flat / apartment and the right of use and enjoyment thereof shall always travel with such flat / apartment and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:

- i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Sky Balcony / Terrace independently (i.e. independent of the flat / apartment owned by such Allottee) with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his flat / apartment to any other allottee of flat / apartment in the Tower Building and none else;
 - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Sky Balcony / Terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) The Allottee thereof shall not convert the same into a garden by add weight thereto or by bringing in mud or soil or any other material or do any act deed or thing which could affect the structural stability of the building. However, the Allottee thereof may convert such the same into a roof garden lawfully without in any manner affecting the structural stability of the building.
- (r) In the event any Allottee has been allotted any car parking space within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own motor car within the allotted demarcated space and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park motor car thereat;
 - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his flat / apartment, to any person with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his flat / apartment to any other allottee of flat / apartment in the Tower Building and none else;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said Premises or any other portion of the said Premisessave at the allotted Parking Space;
 - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Companywith regard to the user and maintenance of the parking spaces in the said Buildings and the said premises.

- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- (vii) The Allottee shall not have ownership over the parking space but shall have exclusive right of parking his motor car thereat.
- (s) In the event any Allottee has been allotted any servant's quarter, whether jointly with the flat / apartment or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such servant's quarter only for the purpose of residence of his servant and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such servant's quarter or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter, independent of his Unit with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his flat / apartment to any other allottee of flat / apartment in the Tower Building and none else;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters.
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- (t) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (u) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (v) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (w) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including Shamianas etc.
- (x) not to fix or install air conditioners in their respective flats / apartments save and except at places where provision has been made by the Promoter

for installation of the same. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective flats / apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective flats / apartments.

- (y) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat / apartment which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the Buildings or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the Buildings.
- (z) not to make in the flat / apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.
- (aa) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.
- (bb) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, Rajpur-Sonerpur Municipality, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the said Premises (as applicable) and to make such additions and alterations in or about or relating to their respective units and/or the Buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.
- (cc) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The **Rajpur-Sonerpur Municipality**.

- (dd) to bear and pay and discharge exclusively the following expenses and outgoings: -
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to the Rajpur-Sonerpur Municipality Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall (if so directed by the Promoter) pay and/or deposit in the Suspense Account of the Rajpur-Sonerpur Municipality proportionate share of all such rates and taxes assessed on the said Premises or pay the same to the Promoter as the Promoter may direct;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Buildings or the said Premises as a whole and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to their respective Units and proportionately in case the same relates to the Buildings or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meter is obtained by the Allottee for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottee shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to the supplier thereof.
 - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that allotted to their respective units by the Promoter at its discretion at the time of delivery of possession of their respective units in terms hereof) from the common Generator to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
 - v) Proportionate share of all Common Expenses (including those mentioned in the **Third Schedule** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs. _____/- (Seven) only per square foot per month of the sum total of (i) the Super Built-up Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.

- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the supplier from its consumers for the delay payment of its bills).
- (ee) None of the Allottees shall use any brick work or load bearing walls for creating internal partitions in their respective flats / apartments. In this context it is expressly mentioned and notified by the Promoter and each of the Allottees is made fully aware of the fact that the Tower Building is a tall / highrise structure and for structural load calculations, the internal partitions for all the rooms have been considered to be dry walls / shera board with concrete infilling and light-weight concrete blocks are used only in the toilets and staircases. In case the Allottees or any of them uses any brick work or load bearing walls, then the structural load calculations of the Tower Building will be and/or is likely to be disbalanced / upset thereby affecting / destabilising the structural stability of the Tower Building.
 - (ff) to observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance Company from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon them, in case the same are left in their respective units or in the respective letter boxes in the Tower Building.
 3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Buildings and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
 4. In the event of any of the Allottees failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Allottee, such defaulting Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
 - (i) disconnect the supply of electricity to the unit of the defaulting Allottee;

- (ii) withhold and stop all other utilities and facilities (including lift, generator etc.,) to the defaulting Allottee and his / her / its / their employees, servants, visitors, guests, tenants, licensees and/or his / her / its / their unit;
- (iii) to demand and directly realise rent and/or other amounts becoming payable to the defaulting Allottee by the tenants or licensees or other occupant in respect of the unit of the defaulting Allottee.
- (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.

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