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DRAFT WITHOUT PREJUDICE

All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder (“Act”) and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / agreement for allotment and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

AGREEMENT FOR ALLOTMENT

THIS AGREEMENT is made at HOWRAH on this _____ day of _____, Two Thousand Twenty___ (202_).

BETWEEN

JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED, [PAN. AACCD9800E] (formerly known as Drashti Developers Private Limited), a “Private Limited Company” within the meaning of the Companies Act, 2013 (Act 18 of 2013), having its Registered Office at SP Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai 400 005 and having one of its Regional Offices at P.S Srijan Corporate Park, Unit 903, 9th Floor, Tower – I, Plot No. G2, Block – GP, Sector – V, Salt Lake City, Kolkata – 700 091 and also having its Site Office at Salap Junction, Howrah Amta Road and Bombay Road Crossing, NH6, Howrah – 711403 (hereinafter referred to as “JSHPL”/“the Company” which term or expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include its successors and permitted assigns) of the First Part.

AND

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KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED [PAN. AACCK4887A], a “Private Limited Company” within the meaning of the Companies Act, 2013 having its Registered Office at “Vichitra”, Kolkata West International City, Salap Junction, Howrah Amta Road and Bombay Road Crossing, NH6, Howrah – 711403, having represented by its Constituted Attorney Joyville Shapoorji Housing Private Limited (formerly known as Drashti Developers Private Limited) in pursuance of a Registered Power of Attorney dated 27th day of November, 2013 (hereinafter referred to as “KWICPL”/“the Confirming Party” which term or expression shall unless it be repugnant to the subject or context thereof be deemed to mean and include its successor or successors) of the Second Part;

AND

_____, [PAN. _____], [AADHAR No. _____],
wife/son/daughter of _____, aged about _____ years, by faith-_____, by Occupation-
_____, and 2) _____, [PAN. _____], [AADHAR No.
_____], wife/son/daughter of _____, aged about _____ years, by faith-
_____, by Occupation- _____, both are residing at

_____ (hereinafter jointly referred to as “the Allottees” which term or expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the Third Part;

or

If the Allottees are Joint Allottees :

_____ [PAN. _____], son/daughter/wife of
_____, aged about _____ years, _____ [PAN.
_____], son/daughter/husband/wife of _____, aged about
_____ years residing at _____

_____ and
_____ [PAN. _____], son/daughter/husband/wife of
_____, aged about _____ years residing at _____

_____ (hereinafter jointly referred to as “the Allottees” which term or expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns).

or

If the Allottee is a HUF

_____ [PAN. _____], son/daughter of
_____, aged about _____ years, for self and as the Karta of the Hindu Joint
Mitakshara Family known as _____ HUF, having its Office at _____

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_____ (hereinafter referred to as “the Allottee” which term or expression shall unless it be repugnant to the subject or context hereof be deemed to mean and include his/her heirs, executors, legal representatives, as well as the member or members of the said HUF, their respective heirs executors administrators and legal representatives).

or

If the Allottee is a Company

_____ a “Public/Private Company” within the meaning of the Companies Act, 2013 holding Permanent Account Number _____ and bearing Corporate Identification Number _____, having its Registered Office at _____, acting through its duly authorized Officer/Constituted Attorney/Signatory Mr. _____ /Mrs.. _____ (hereinafter referred to as “the Allottee” which term or expression shall unless it be repugnant to the subject or context hereof be deemed to mean and include its successor or successors) ;

or

If the Allottee is a Partnership Firm

_____ a “Partnership Firm” registered under the Indian Partnership Act, 1932 holding Permanent Account Number _____ having its Principal place of Business at _____ comprising of the Partners namely, _____, _____ [Names of all the Partners should be mentioned] represented by Mr. _____ an authorized Partner (hereinafter referred to as “the Allottee” which term or expression shall unless it be repugnant to the subject or context hereof be deemed to mean and include the heirs, executors, administrators and legal representatives and the Partner or Partners for time being of the Firm) of the Third Part

or

If the Allottee is a Limited Liability Partnership (LLP)

_____ a “Limited Liability Partnership” registered under the Limited Liability Partnership Act, 2008, having its Office/Principal place of Business at _____, holding Permanent Account Number _____ comprising of the Partners namely, _____ [Names of all the Partners should be mentioned] represented by Mr. _____, one of the Partners of the said LLP duly authorized in that behalf (hereinafter referred to as “the Allottee” which term or expression shall unless it be repugnant to the subject or context hereof be deemed to mean and include the heirs, executors, administrators and legal representatives and the partner or Partners for time being of the LLP) of the Third Part

WHEREAS:

1. By virtue of registered Agreement for Sub-Lease and registered Power of Attorney both dated 27th November, 2013 as modified by the Declaration dated 24th April, 2019, KWICPL has agreed to sub-lease on the terms and conditions therein contained a part of the demised land ad-measuring 30.385 Acres situated, lying and being at Mouzas Baltikuri, Khalia and Pakuria, situated in the State of West Bengal, more fully described in the First Schedule hereunder written together with the building and/or structure constructed and/or to be constructed thereon or on part thereof, by utilizing development potential arising out of FAR of 36,00,000 (thirty six lakh) square feet [hereinafter referred to as “**the Building(s)**”], The said Land and the Building(s) constructed/to be constructed thereon or part thereof, are hereinafter referred to as “**Joyville Project**”/”**the said Property**”.
2. In terms of the Agreement for Sub-lease as modified by the Declaration, JSHPL, is entitled to transfer, assign and /or mortgage all its rights under the said Agreement for Sub-Lease including its rights to built-up area constructed utilizing development potential arising out of FAR of 36,00,000 (Thirty Six Lac) Square Feet in respect of the said Property or any part thereof, to any third party for the unexpired residual term of 999 years which has commenced from 10th November, 2006.
3. JSHPL took possession of Joyville Project pursuant to the Agreement for Sub-Lease and Power of Attorney both dated 27th November, 2013 registered and/or agreed to be registered the entire Joyville Project in phase-wise and accordingly, Joyville Phase Commercial (Retail) known as ‘Joyville Park Street’ (“**said Project**”) is registered and/or to be registered under the applicable provisions of the West Bengal Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder (hereinafter referred to as “RERA”).
4. JSHPL has also created/shall create registered mortgage from time to time over and in respect of the Joyville Project or any part thereof, in favour of the Lenders and/or Debenture Holder(s)/Debenture Trustee(s) for raising finance and to secure the loans and credit facilities granted and/or agreed to be granted by the Lenders/Debenture Holders and/or its associates, and save and except disclosed as aforesaid, the said Project is free from all encumbrances but subject to the superior rights of KWICPL, as the Original Lessee and its Lessor KMDA.
5. JSHPL’s said Project consists of a building having shopping arcade/commercial enclave comprised of ground plus upper floors having commercial/retail units which the Allottee has inspected, scrutinized and is satisfied with the Promoter’s title in the said Property and the Building(s), comprised of Shopping Arcade and Commercial Enclaves, the copy of the typical floor plan as approved by the concerned Local Authority and/or the copy of the plan of the Commercial Units having Retail Spaces in the Shopping Arcade Layout as proposed by JSHPL, as the Promoter are annexed hereto and marked as **Annexure “X”** and according to which the construction of the buildings and open spaces are proposed to be provided for and for the said Project.

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6. The Allottee has approached and submitted an application for allotment of a Commercial Unit having Retail Space within the Shopping Arcade together with one four wheeler parking space and application made by the Allottee for allotment of the said Commercial Unit having Retail Space in the Shopping Arcade was accepted by JSHPL and has provisionally allotted the said Retail Space vide allotment letter dated _____ pertaining to the said Project to the Allottee in accordance with the terms and conditions stipulated in the allotment letter ("**said Unit**").
7. In terms of RERA, JSHPL, as the Promoter is required to enter into a Written Agreement with the Allottee containing the terms, conditions, stipulations and provisions for allotment and transfer.
8. Accordingly, this Agreement is being entered into between the Parties hereto pursuant to the Allottee's application for allotment and transfer as also provisional allotment letter (for recording the conclusive terms and conditions) superseding all the terms and conditions and understanding for transfer of space by sub-lease and/or transfer of the said Retail Space by JSHPL to the Allottee on the terms, conditions, stipulations and provisions hereinafter mentioned.

9. The Allottee had applied for a unit in the Project vide application no. _____ dated _____ and has been allotted unit no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ along with garage/closed parking no. _____ admeasuring _____ square feet in the _____

[Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Unit" more particularly described in Second Schedule and the floor plan of the apartment is annexed hereto and marked as Annexure X)

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, JSHJPL agrees to sell and/or assign to the Allottee and the Allottee hereby agrees to purchase/acquire by way of assignment, the said Unit in the Project as more fully described in Second Schedule hereunder written at the total price hereinafter mentioned.

1.2 The Promoter may allow in their sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payment in the manner and at such rate as may be decided by the Promoter. The decision of the Promoter in this regard shall be final and binding. 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.

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1.3 It is agreed that the Promoter shall be entitled to make any alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Unit, plot or building, as the case may be, subject to and as per applicable laws.

1.4 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Unit is complete and Occupancy Certificate is granted by the competent authority, by furnishing details of the changes in the carpet area, if any, subject to a variation cap of three percent. The total Consideration Amount 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 the Promoter shall refund the excess money paid by the Allottee within forty-five (45) days with annual interest at the rate specified in the Rules from the date when such an excess amount was paid by the Allottee. If there is any increase in carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square foot as agreed under this Agreement.

1.5 Promoter agrees and acknowledges that the Allottee shall have the right to the Unit as mentioned below:

- (i) The Allottee shall have absolute and exclusive rights of an assignee in the Unit as per the terms hereof and subject to execution and registration of the deed of assignment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Project. Since the share / interest of Allottee in the Common Areas is undivided and cannot be separated, the Allottee shall use the Common Areas along with other occupants/holders of the units/shops of the Project without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall transfer/assign undivided proportionate title in the Common Areas to the association of allottees of the Project as provided in the Act (“**Association**”);

1.6 It is made clear by the Promoter and the Allottee agrees that the Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent commercial (retail) Project and shall not form a part of and/or linked/combined with any other project except for the purpose of integration of certain common infrastructure which shall be managed by the apex association of the Specified Land (comprising of residential and commercial/retail projects of Joyville), for the benefit of the allottees of the Project to be used in common with the other allottees of the residential projects. It is clarified that Project specific facilities and amenities shall be available only for use and enjoyment of the Allottees of the Residential Project.

1.7 It is understood by the Allottee, save and except as mentioned herein, all other areas i.e., areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Unit Ownership Act, 1972.

1.8 The Price for the Unit is based on the carpet area including the right to use Four Wheeler Parking space is Rs. _____/-. (Rupees _____ Only) subject to TDS (“**Consideration Amount**”). The Allottee/s hereby agrees to pay the Consideration Amount as mentioned for

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transfer by way of grant of Sub-Lease/Under Lease and/or assignment of right, title, interest whatsoever of the Promoter in favor of the Allottee/s in respect of the said Unit (short particulars whereof, are hereinafter mentioned) for the unexpired residual term of 999 years which has commenced from 10th day of November, 2006 and the same shall be paid by the Allottee/s to the Promoter in installments/down payment as detailed in the Fourth Schedule hereunder written without any default. The Allottee agrees that the payment of the said Consideration Amount by way of installment/down payment within the prescribed time period as stipulated herein is the essence of the contract.

UNIT NO.:	_____
FLOOR:	_____
BLOCK:	_____
TOTAL PRICE (in rupees)	(Rupees _____ _____ Only).

Explanation:

(i) The Consideration Amount above includes the booking amount paid by the allottee to the Promoter towards the [Unit];

(ii) The Consideration Amount above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [unit];

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

1.9 Out of the Consideration Amount, the Allottee has paid on or before execution of this Agreement the sum of Rs. _____ (Rupees _____) only and the balance Consideration Amount of Rs. _____ (Rupees _____) shall be paid by the Allottee to the Promoter in installments as detailed in the Fourth Schedule hereunder written without any default. The Promoter shall periodically intimate to the Allottee, the amount payable as stated herein, including taxes, and the Allottee shall make payment within 15 (fifteen) days from the date of such written intimation/demand.

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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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' _____ ' payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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 and Rules and Regulations made thereunder or any statutory amendment(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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the Commercial 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 Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Fourth Schedule ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ UNIT

- 6.1. The Allottee/s has seen the proposed layout plan, specifications, amenities and facilities of the Unit and has accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the Competent Authority, as represented by the Promoter. The Allottee confirms and declares that the Unit shall be used for carrying out the retail business and shall not be used for factory and/or godown purposes.
- 6.2. The Promoter has constructed and/or agreed to construct/cause to construct the said Project on the Project Land or on part thereof as per the sanctioned Building Plan and as per the specifications mentioned in the **Sixth Schedule** hereunder written.
- 6.3. The specifications of the construction of the said Project having various commercial units having retail space(s) including the fixtures and fittings therein and the amenities to be provided by the Promoter are described in the Sixth Schedule hereunder written.

7.POSSESSION:

7.1. Schedule for possession of the said Unit – (a) The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee/s and the common areas to the Association or the appropriate authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on unless there is delay or failure due "Force Majeure", if, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit. The Allottee/s agree/s 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/s the amount received by the Promoter from the allotment subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter. JSHPL shall intimate the Allottee/s about such termination. After refund of the money paid by the Allottee/s, the Allottee/s 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.

(b) The Allottee/s shall, after possession is made over to him, use and enjoy the Unit in a manner not inconsistent with the rights hereunder and without committing any breach, default or creating any hindrance to the rights of the other occupiers/allottee/s of the said Project/Joyville Project.

(c) If the Promoter i.e. JSHPL fails to abide by the time schedule for completing the said Project and for handing over the Unit to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the said Project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till handing over of the possession. The Allottee/s agrees to pay to the JSHPL interest with applicable taxes as prescribed under the Rule framed under RERA,

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on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to JSHPL till the payment is made.

(d) Subject to Force Majeure Events, if the Promoter i.e. JSHPL fails to deliver possession within _____, the Promoter shall be liable to pay such compensation as may be prescribed under the Rules framed under RERA or at such specified rate as may be specified by JSHPL and as agreed by the Allottee/s and which both parties agree that it is a reasonable estimate of the damages that the Allottee/s may suffer and the Allottee/s agree/s that the Allottee/s shall have no other rights and/or remedies and/or claims whatsoever. The same will be adjusted with the amount payable as demanded in the "Notice of Possession".

(e) The Promoter will pay all taxes, rates and cesses, maintenance charges and other outgoings in respect of the said Unit upto the date of issue of the Notice of Possession.

7.2. Procedure for taking possession — (a) The Promoter, upon obtaining the 'Occupancy Certificate' from the Competent Authority shall offer in writing the possession of the Unit to the Allottee/s in terms of this Agreement to be taken within three months from the date of issue of 'Occupancy Certificate' and JSHPL, as the Promoter shall give possession of the Unit to the Allottee.

(b) The Allottees, agree(s) to pay the maintenance charges as determined by the Promoter/Association of allottee/s, as the case may be for the Project.

7.3. Failure of Allottee to take Possession of the Unit— The Allottee/s within 20 (Twenty) days of receiving Notice of Possession should take over possession of the Unit from the Promoter. In the event of failure to take possession of the said Unit, the Allottee/s shall be liable to pay holding charges to the Promoter/JSHPL which shall be payable an amounting to Rs. _____/- per month along with applicable taxes or as prescribed under the Rules framed under RERA.

7.4. Possession by the Allottee/s: On and from the Possession Date :

- i. The said Unit shall be at the sole risk, cost and consequences of the Allottee/s and the Promoter shall have no liability or concern thereof;
- ii. The Allottee/s shall become liable to pay the maintenance charges and all other expenses necessary and incidental to the management and maintenance of the Project as provided herein in respect of the said Unit and the Common Areas and Facilities;
- iii. All taxes, duties, levies, cesses, statutory charges etc. including GST, deposits imposed, demanded or required to be paid to the authorities concerned or the Association, as may be decided shall be borne solely by the Allottees as provided herein.

The Promoter shall not be responsible for any damage caused to the said Unit on account of delay in taking over possession and in such an event; the Allottee/s will have to take possession of the same on 'as is where is basis'. Notwithstanding anything herein contained the Promoter shall not be required to give possession of the Unit to the Allottee/s till the entire Total Consideration and all other amounts due hereunder are paid by the Allottee/s to the Promoter.

7.5. Cancellation by Allottee — The Allottee/s shall have the right to cancel/ withdraw his allotment of the said Unit as provided in RERA. Subject to what is stated herein this Agreement, the Allottee/s shall be entitled to terminate this Agreement if the possession of the Unit is delayed by the Promoter beyond the Possession Date by giving a termination notice of thirty (30) days. The Promoter shall in such an event be liable to refund within forty-five (45) days the entire Total Consideration along with prescribed RERA Interest on the amounts received from the date such amounts were received from the Allottee/s. Provided however the Allottee/s shall on receipt of the refund, execute such documents and writings as may be required by the Promoter to provide valid discharges to the Promoter. Provided that where the Allottee/s proposes to cancel/withdraw from the said Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid by the Allottee.

Cancellation by Promoter:

- i. In the event of the Allottee/s committing a breach of any of the terms and conditions of this Agreement and pursuant to a written notice from the Promoter for rectification/remedy of the default, fail(s) to rectify such breach within a period of thirty (30) days to the satisfaction of the Promoter, the Promoter shall be at liberty to terminate this Agreement by giving termination notice in which event, the consequences set out below shall follow. The Allottee/s shall cease to have any right or interest in the Unit and every part thereof and will cease to have benefits of this Agreement;
- ii. the Promoter shall be entitled to allot/transfer the Unit at such consideration and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- iii. The Promoter shall within forty-five (45) days of the termination coming into effect, refund without interest to the Allottee /s herein the amount paid by the Allottee/s to the Promoter in pursuance of this Agreement after deducting therefrom the following:
 1. 10% (ten percent) of the Consideration (paid/payable) of the said Unit with applicable Taxes (which is to stand forfeited by the Promoter);
 2. subvention cost (if the Allottee (s) has opted for subvention plan) which the Promoter shall incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank;

Provided however the taxes and outgoings, including GST, if any, already paid (including on the forfeited amount) or due and payable by the Allottee/s in respect of the **Unit** upto the date of termination of this Agreement shall be borne by the Allottee/s and the Promoter shall not be liable to refund/reimburse the same.

- iv. The amounts calculated by the Promoter after deducting the amounts mentioned hereinabove shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claims under this Agreement. However, if the total amount of deductions computed as mentioned above is not realized by the Promoter, then the Allottee/s shall be liable to pay the same within 21 days of notice of demand in writing from the Promoter. In the event of

delay in making this payment to the Promoter, the Allottee/s shall be liable to pay the said amount with Interest thereon;

- v. The Allottee/s hereby agree/s and undertake/s to execute a Deed, Document or writing including the Cancellation Deed and to register it at his/her/its/their cost to record cancellation of this Agreement, before the Sub-Registrar of Assurances. If the Agreement is cancelled by the Promoter as mentioned herein and the balance amount, if any, payable by the Promoter, shall be paid to the Allottee/s only upon the cancellation of this Agreement and/or receipt of the registered Cancellation Deed, Documents, and writings as may be required by the Promoter. All stamp duty and registration fee on such Cancellation Deed ("Cancellation Charges") shall be borne and paid by the Allottee /s.
- vi. In the event of non-co-operation by the Allottee /s in cancellation of this Agreement as aforesaid, the Promoter shall be entitled to file and register a Declaration with respect to termination and cancellation of this Agreement, before the Sub-Registrar of Assurances. If the Allottee /s has/have taken any financial facility from any financial institution or bank, then in that event the Allottee/s agree/s that based on the terms of such loan, the balance amount referred in this agreement less the deductions made would be paid over to the financial institution or bank and the Promoter will be entitled to take No Objection, and release of charge on the said Unit, from such financial institution or bank directly to that effect without approaching the Allottee /s. Banks to take cognizance of this clause while issuing housing loan to the Allottee/s.

- 7.6.** Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in this Agreement; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee/s wish/es to withdraw from the Project, the Promoter shall return the total amount received by him in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottees does not intend to withdraw from the Project, the Promoter shall pay the Allottees interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit which shall be paid by the Promoter to the Allottees within forty-five 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 has absolute, clear and marketable title with respect to the said Project; the requisite rights to carry out development upon the said Specified Land and absolute, actual, physical and legal possession of the said Specified Land for the Project;

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- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) As on date, there are no encumbrances on the Project;
- (iv) There are no litigations pending before any Court of law with respect to the title of the Promoter to said Specified Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Specified Land and Unit 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 Specified Land, Building and Unit and common areas;
- (vi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;

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 possession of the Unit to the Allottee within the time period specified.
- (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, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal 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 Unit, along with interest at the rate specified 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 specified in the Rules, for every month of delay till the handing over of the possession of the Unit.

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

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- (i) In case the Allottee fails to make timely payments per 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 specified in the Rules.
- (ii) In case of default by Allottee, the Promoter shall be entitled to cancel the allotment of the Unit in favour of the Allottee and refund the amount money paid by the Allottee by deducting the booking amount, forfeiture amounts, service charges, interest liabilities and taxes thereof and this Agreement shall thereupon stand terminated. The allottee shall within fifteen days of such cancellation be present before the appropriate authority to execute the necessary documents of such cancellation, as may be prescribed in law and shall bear the expenses of such cancellation as may be prescribed by the Promoter. In the event of non-cooperation from the Allottee for the abovesaid compliance, the Promoter shall take such steps as may be necessary in law. Notwithstanding the above compliance, the Promoter shall be entitled to offer and allot the said Unit to another intending purchaser at such price the promoter deems appropriate.

10. ASSIGNMENT OF THE SAID UNIT

The Promoter, on receipt of complete amount of the Consideration of the Unit under the Agreement from the Allottee, shall execute a deed of assignment and convey the leasehold title of the Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the ~~full~~ occupancy/completion certificate for the Commercial/Retail Project. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the deed of assignment in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE UNIT /PROJECT:

- a) **Maintenance & Maintenance Charge:** The Promoter shall be responsible to provide and maintain essential services of the Project so long as the Promoter or its nominated agency (ies) continue to maintain and manage the Project Common Areas & Facilities (collectively referred to as the "**Common Area Maintenance**") subject to payment of necessary charges in a time bound manner as specifiedThe Rules/ Bye Laws to regulate the Common Areas Maintenance will be framed by the Promoter or its nominated agency (ies).
- b) Unless otherwise agreed/offered by the Promoter, the liability to pay maintenance charges will commence on and from the deemed date of possession of the Unit. The present maintenance charge (calculated on a reasonable basis considering all the inputs and estimations including but not limited to electricity tariff, diesel rate, minimum wages and Annual Maintenance Charges (AMCs) of common electromechanical equipment and also a reasonable return on the efforts made by the Promoter to render these common services and facilities) is @ Rs. ____/- (Rupees _____ paisa) per sq.ft. of the Carpet Area [Rs.

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_____/(- (Rupees ____/-) per sq ft on the Super Built Up Area) of the Unit ("**Common Area Maintenance Charges**").

- c) The Common Areas Maintenance Charges shall be increased on account of any increase in power tariff, fuel rates, wage enhancement, AMCs, insurance, consumables, plant and machinery expenses or any other input/s of maintenance and repair activities carried out by the Promoter or its nominated agency(ies), as the case may be. The Common Areas Maintenance Charges, in case of substantial increase in power tariff, diesel rate, daily wages and other inputs of maintenance may undergo interim increase before the scheduled yearly increase. It is hereby agreed that the Allottee shall be bound to pay any increased maintenance charges in a time bound manner as and when demanded by the Promoter or its nominated agency or the Association.
- d) Rules and Bye Laws will be framed, subject to which Units shall be used. The Promoter has demarcated a dedicated space for placing the air-conditioning Out Door Unit ("**ODU**"), and the Allottee shall abide by the same. The necessary internal provisioning as provided by the Promoter and the designated location will not be changed by the Allottee. No puncturing of window/ wall to install A.C units will be permitted.
- e) If the Allottee fails to pay the dues/outstanding amounts or any part/portion thereof as mentioned in the Possession Notice within the Deemed Date of Possession mentioned therein AND/OR if the Allottee does not take over the possession of the Unit even after making the payment of the said dues/outstanding amounts as mentioned in the Possession Notice within the Deemed Date of Possession, in such event the Allottee shall be liable to pay Maintenance Charges at the rate it is demanded by the Promoter or it's nominated agency(ies), as the case may be, and also the proportionate municipal taxes in respect of their Unit, the Common Areas from the Deemed Date of Possession as mentioned in the Possession Notice.
- f) **Maintenance Security Deposit:** The Allottee, on or before possession, shall deposit an interest free amount of Rs. _____ (Rupees _____ only) as maintenance security deposit in respect of the Unit ("**Maintenance Security Deposit**") which amount will be a part of the Total Price of the Unit hereto. The Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Allottee.
- g) Maintenance Corpus/Sinking Fund: The Allottee shall pay an amount of Rs. _____ (Rupees _____ only) as maintenance corpus/sinking fund of the Unit towards major repair, maintenance and replacement of infrastructure facilities including but not limited to STP (serving/catering to, *inter alia*, the entire Project), lift, transformer(s), DG Set(s), shared water treatment plant or WTP and Façade and super structure of the Project ("**Maintenance Corpus/Sinking Fund**") irrespective of the date of construction/installation &

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commissioning/ handover of such facility. If the amount required for such major repairs and replacement as afore stated falls short, then, the Allottee will be required to pay the additional amount as demanded by the Promoter or its nominated agency(ies), as the case may be. The Allottee will be required to replenish their contribution towards Maintenance Corpus Fund on receipt of intimation of such utilization from time to time. If the monies lying in the Maintenance Corpus/Sinking Fund and accrued interest thereon are not sufficient to cover up the costs of major repairs/replacements of equipments, the Promoter or its nominated agency(ies), as the case may be, will be entitled to recover additional money from the Allottee(s) to meet the deficiency.

- h)** Electricity Supply/ DG Back-Up: KWICPL, at the cost of the JSHPL, shall provide an electric sub-station and electricity connections to the said Property for use by JSHPL and/or any of its nominees, assignee. KWICPL, at the cost of JSHPL, shall arrange for the supply of electricity / power with the electricity supplying authorities. However, KWICPL responsibilities are limited to providing electricity connections up to the said Property. Provision has been made for the installation of Diesel Generator ("DG") for power backup to run the basic Common Area and Amenities at the Project.

12. DEFECT LIABILITY:

If within a period of 5 (five) years from the date of handing over the Unit to the Allottee, the Allottee bring/s to the notice of the Promoter, any Structural Defect in the Unit or in the Building in which such Unit is situated then, wherever possible such defects shall be rectified by the Promoter at its own costs and in case it is not possible to rectify such defects then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the extant laws. "Structural Defect" shall mean any defects/damages caused to the structural members of the towers/buildings, common amenities due to poor workmanship or poor quality of material used or due to provisioning of services in the towers/building by reason of which the Allottee is prevented from the use and enjoyment of the Unit or the common areas. Provided however, it shall not include defects/damages caused due to any latent defects in the material supplied or due to any defects/damages caused by action of the Allottee of the Units or due to the following events: -

- a. Acts of God such as Floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements;
- b. Acts of war, hostilities (whether war be declared or not), due to which the building is attacked;
- c. Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- d. or common areas and amenities the DLP shall start from date of receipt of Completion certificate.

The Allottee upon expiry of the aforesaid 5 (five) years of the defects liability period, shall have no claim against the Promoter in respect of any defect in the said Unit under any circumstances.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed by the Promoter or by the association of allottees, if so formed (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Promoter or the maintenance agency or the Association of allottees from time to time.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/maintenance agency/Association of allottees/Apex Association shall have rights of unrestricted access of all Common Areas and other spaces for providing necessary maintenance and repair services and the Allottee agrees to permit them to enter into the Unit 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.

15. USAGE:

Use of Service Areas: The service areas, if any, as located within the Project and in and around the Project shall be earmarked for dedicated purposes for the provisioning of such as services and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as such and the same shall be reserved for use by the Promoter/Association of allottees/Apex Association for rendering necessary maintenance services.

16. COMPLIANCE WITH RESPECT TO THE UNIT:

16.1 The Allottee shall maintain the Unit at the Allottee's own costs in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be against the rules, regulations or bye-laws and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

16.2 The Allottee shall not store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or the Unit on account

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of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

16.3 The Allottee shall carry out at his/her/their own costs all internal repairs including combining of units (subject to procurement of requisite permits and consents under law and if so permitted and applicable) and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof, to the concerned local authority and/or other public authority.

16.4 The Allottee shall not demolish or cause to be demolished the Unit or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the Unit is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Promoter and /or the Association.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.BY PARTIES:

The Allottee is entering into this Agreement for the allotment of a Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for soccupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit at his/ her own cost.

18. ADDITIONAL CONDITIONS:

18.1 The Common Areas and facilities as described in Third Schedule hereunder written shall be ready for use as soon as the same is completed by the Promoter and it may take some time even after the issuance of the Notice of Possession. The Allottees agree that the Promoter shall be entitled to make use of and/or permit the use of certain Common Areas including terrace for cost/charges/expenses to be borne by the user thereof.

18.2 The Allottee agrees that the Promoter will be entitled to carve out certain spaces in the Project and allot them as private right/space to specific Units. The Allottee is deemed to have given consent under this Clause and the Allottee shall not at any time, even after the completion of the Project and formation of Association, claim any rights thereto or deprive such users/occupiers/Allottees of the Unit. It is understood that such allotments are made to provide privacy to or for better utilization of the respective Unit. However, subject to the applicable provisions of WBRERA the Promoter shall have the exclusive right and be entitled at all times to erect, install, display and maintain and/or permit, grant rights to third parties against payment of consideration/charges to the

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Promoter to erect install display and maintain hoardings, display signs, neon signs, lighted display etc., on the roof of the building/towers in the entire Joyville Project and/or the Project and /or other areas of the entire Joyville Project without being required to pay any charges for the same to the Allottee/Occupiers of the Unit in the Project and/or the Association and neither the Allottee/occupiers of the Project (including the Allottee herein) nor the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever or claim any charges or other amount. Any revenue that may be earned, whether one-time or recurring, from such hoarding, display signs, neon signs, lighted displays etc., shall accrue to the Promoter exclusively. The Allottee is deemed to have given the Allottee's consent to the Promoter in this regard and no further reference is required and the Allottee shall not dismantle such installations.

18.3 Transfer to the nominee:

- a. Prior to the execution and registration of the Deed of Assignment, as the case may be, (as mentioned herein) in favor of the Allottee in respect of the said Unit, the Allottee shall not be entitled to transfer/nominate/assign his/her/its rights under this Agreement in favor of any third party except with the prior written consent of the Promoter. The Promoter may allow the Allottee to transfer nominate/assign his/her/its rights under this Agreement in respect of the said Unit only if all the following conditions are complied with: -
- b. There has been no default whatsoever by or on behalf of the Allottee in compliance with and/or performance of any of the covenants, undertakings and obligations more fully described hereunder as also in the Fifth Schedule hereunder written.
- c. The Allottee shall make payment to the Promoter towards Transfer Charges/Nomination Fees to be calculated @1% of the Total Consideration amount along with applicable taxes, of the Unit as stipulated herein.
- d. Prior consent in writing is obtained from the Promoter for the proposed transfer/nomination/assignment or alienation of the said Unit.
- e. The Stamp Duty, Registration Fees and all other expenses payable for execution and registration of such Transfer and/or consequent Agreement for Allotment and/or Deed of Assignment shall be borne and paid by the Allottee and/or his/her nominee subject however to the consent of the Promoter.
- f. The Promoter in its absolute discretion be entitled to refuse consent to nomination/transfer/disposal etc. of the said Unit to any person not being the Family member of the Allottee if the Allottee intends to make such nomination/transfer/disposal etc., and any nomination/transfer/disposal made in contravention/violation of such refusal to give consent shall be void ab initio.
- g. In addition to the covenants and obligations hereinbefore contained, the Allottee shall also discharge certain additional obligations towards the Promoter and other allottees of the Project or the entire Joyville Project (as the case may be) more fully described in the Fifth Schedule hereunder written.
- h. Pending completion and handover of the said Project to the Association, in case the Allottee at any point in time intends to transfer, sell, gift or lease his property to any third party, shall take

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prior NOC from Promotor as well as the Association to ensure that there are no dues or taxes pending in respect to the Unit.

18.4 It is agreed by the Allottee that the right of user of all wall surfaces that are exposed to the Project Common Area /Limited Common Areas & Facilities (both external and internal) will be retained by the Promoter. This will include the boundary wall. The Signage in these areas, if any, will belong to the Promoter. If any Unit holder wishes to use any of the surfaces for their own branding, then, they need to take permission in writing from Promoter, as the case may be and will need to pay the necessary charges as may be levied by the Promoter, from time to time. The Promoter shall always have the right to provide such space for advertising. Also, the Promoter may use these wall spaces for signage to guide visitors as well as to put up murals, painting, posters and such other decoration items etc. as may be decided by the Promoter to enhance the aesthetic quality of Project. All signage on the external façade of the Project (save and except the windows/show windows specially allowed to any Unit) will belong to the Promoter, and will have the sole right for allotment of space for signage, branding etc. in consultation with their architects/consultants.

19 Following terms are agreed by the Allottee(s) with the Promoter:

- a) Water Supply: General water supply for common toilets and for other common purposes will form part of the common maintenance cost. The individual water requirement within the Unit shall be billed for water and other levies as and when made applicable by the concerned authorities and the allottee(s) if required, shall bear and pay the same.
- b) The cost of maintenance and upkeep of the common approach road, gate complex including but not limited to road & allied works like pedestrian pathway sewers, drainage /water supply line, landscape, lighting, security and upkeep from KWIC main gate to the Project gate shall be shared proportionately by allottees / association of all phases as and when demanded by KWIC/the ultimate Apex body and/or federation formed therein and/or by maintenance agency / company, maintaining the same.
- c) The Allottee shall be liable to bear and pay the following common maintenance charges (“CAM”):
 - a. Retail Building BCAM;
 - b. Retail Building CCAM;
 - c. Additional parking area CAM for allottees who have opted for dedicated car parking space;
 - d. Joyville Project Apex Association level CAM for shared utilities;
 - e. KWIC Township CAM.

Incase the Allottee fails to pay the dues in a time bound manner (30 days from the date of bill), the Promotor shall be entitled to charge and levy a penalty of late payment by the way of compound interest at the rate of 18% per annum on the outstanding balance amount from due date. If the same continues to remain unpaid for a span exceeding 90 days from the date of bill, the Promotor shall on immediate basis, be entitled to stop/curtail certain services to such allottees in addition to its other rights and remedies including a claim for damages. Any such curtailment of services shall not entitle the concerned allottee to seek rebate or concession in the CAM charges and he/she/they shall be liable to pay the requisite CAM charges. Further, if the non-payment continues for 120 days from date of billing, the Promotor shall continue to charge interest and deny services and shall also initiate legal proceedings as may be advised by their legal counsel. The current CAM charges are on estimate basis and may be changed at the discretion of the of promotor without any prior consent. Any cost decision from maintenance perspective shall not require any prior consent

- d) Use of DG – It is to be noted DG backup has been provided for common area as well as internal units. The common area usage shall be a part of regular CAM bill. However, there shall be a metering system defined to assess the usage for individual units. The same shall be billed by promotor/AOA to the unit owner separately. This bill shall be in addition to the CAM bill and shall be paid within 7 days from date of bill. Any non payment beyond 7 days shall entitle promotor/AOA to cut off the DG backup to the said unit. The overall AMC, insurance, compliances of the DG shall be a part of CAM charges and shall be payable by the unit owners.
- e) Delivery Vehicle: The Allottee shall take prior permission from the Promoter for access of delivery vehicles in and around the Project. The Allottee shall ensure that all delivery vehicles in and around the Project shall be driven between permitted time schedule of the Promoter without causing inconvenience to the visitors of the Project.
- f) Loading and Unloading: To load and unload any goods in and around the Project, the Allottee shall give a copy of permit at least 3 (three) days in advance to the Promoter. The parking of such vehicles will only be allowed for time taken for loading and unloading of goods and not in any other case and such vehicles used for loading and unloading the goods, while entry and exit shall not exceed the driving limit by 20 (twenty) KMPH.
- g) Events and Activities: The Promoter may organize events, promotions etc. in the Project. In case the Allottee wants to use the Project Common Area /Limited Common Areas & Facilities for product launches, promotions, celebrity visits and such other activities, the Allottee shall take permission, assistances and support from the Promoter upon payment of such charges as may be levied by the Promoter. However, such promotions on the part of the Allottee will be its own cost and expenses.
- h) Fire Security: The fire hydrant provided by the Promoter shall not be tampered with by the Allottee in any manner. It is understood by the Allottee that the life of the fire hydrant is limited, and, if, in future the fire

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hydrant is found unserviceable and needs to be replaced by new system, then, the Allottee shall be liable to pay the costs and expenses for new system in the Unit of the Allottee. In case any impact/damage is caused or envisaged due to the interior works carried out/to be carried out by Allottee, the Promotor/Association shall not be liable or responsible for rectification of the same and the Allottee shall at its own cost remedy the damage.

- i) Permission: The Allottee must, at its own cost and expenses, obtain fire license, if required and all other applicable licenses and permission from the appropriate authorities, for using the Unit of the Allottee and must keep them up-to-date.
- j) Installation of Antenna: The Allottee shall not be entitled to install antennas, dish etc. anywhere in the Project without the prior written permission of the Promoter. The permission to install antenna, dish etc., may be granted from the Promoter strictly as per statutory specification and/permission etc., for which the Allottee shall be liable to pay such rentals as may be decided by the Promoter.
- k) Common Lobbies, Passages and Aisles: The Allottee shall not be permitted to keep any their wares, goods, display materials, signboards or any article of any nature in the lobbies, passages, aisles or any place outside their respective Unit.
- l) The Promoter shall have the right to raise finance from any bank/financial institution/body corporate and for this purpose it may create mortgage/charge of the Project /its construction in favour of one or more lenders/financial institution and for such mortgage/charge, the Allottee shall have no objection and the consent of the Allottee shall be deemed to have been granted for creation of such charge/mortgage during the construction/development of the Project. Notwithstanding the foregoing, the Promoter undertakes to get such charge/mortgage, if created, released in respect of the allotted Unit before execution of the Deed of Assignment in favour of the Allottee.

20 APARTMENT OWNERSHIPACT:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and any amendments thereof.

21 BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Fourth Schedule hereunder written and secondly, appears for registration of the same before the concerned Sub-Registrar and/or Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within thirty (30) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar or 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 fifteen (15) 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

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

22 ENTIRE AGREEMENT:

This Agreement, along with its Schedules and Annexures, 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 Unit.

This Agreement records the final terms and conditions agreed between the Parties and all previous oral or written assurances, representations, brochures, general terms and conditions, advertisements, correspondence and/or negotiations, if any, are and shall always be deemed to be superseded by this Agreement and the same shall be invalid and not binding and the same cannot be relied upon in any manner whatsoever.

The Parties hereto have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Promoter and/or the Allottee or be construed as a Joint Venture between the Promoter and the Allottee or constitute an association of persons. The transaction contemplated herein is for the transfer/long term Sub-Lease of the said Unit. It is further hereby expressly intended and agreed by and between the Parties that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the Parties that in the event, the Promoter being liable to make payment of any GST, Tax, VAT, Works Contract Tax or any other statutory tax or duty or levy in respect of this Agreement or the transaction contemplated hereby, the Allottee shall be liable and agrees to make payment of the same on or before taking possession of the said Unit.

For the purpose of this Agreement it is agreed that Consideration and other charges specified in this Agreement is based upon taxes, duties, levies and charges prevailing at the date at the time of signing of this Agreement. If any rates or taxes are increase or decrease or new tax is introduced, an existing tax is abolished or any change in interpretation or application of any tax occurs in the course of continuation of this Agreement which was or will be assessed on the Promoter in connection with this Agreement, an equitable adjustment of the Consideration and other changes shall be made to fully take into account any such change by addition to the Consideration and other changes or deduction therefrom as the case may be.

The Allottee/s agree/s that the calculation of Carpet Area in respect of said Unit is based upon the plans approved by the concerned authority and the same may undergo minor variation at the time of completion of construction of the said Unit. The Promoter agrees that the variation in the Carpet Area while handing over the said Unit to the Allottee/s shall not be more than +/- 3% (three percent) of the Carpet Area of the said Unit agreed under this Agreement. Notwithstanding anything contained herein, the Allottee/s hereby agree/s that any such change / revision in the Carpet Area of the said Unit up to +/- 3% (three percent) is acceptable and binding upon him/her/them and they shall not object to such variation at any time. The total price payable for the Unit shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit then the Promoter shall refund the excess money paid by the Allottee/s within 45

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(Forty-five) days with annual Interest from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the Carpet Area of the Unit allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next Milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

The entire Project is called "Joyville Howrah" covering the entire plot of land more fully described in Part-I of the First Schedule hereunder written and the Commercial (Retail) phase, being the Project which is deemed to have considered as a separate independent project be called as "Joyville Park Street" comprises of one building having ground plus 2 floors together with land appurtenant thereto is more fully described in Part-II of the First Schedule hereunder written.

The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the Parties with regard to the enforcement of any of the terms of this Agreement, the same shall not be construed as a waiver on the part of the Party showing such indulgence or tolerance and the Parties shall be entitled to enforce such right without prejudice to such indulgence or tolerance shown.

In the event of the Promoter and/or the Allottee committing breach, as an alternative remedy, the aggrieved Party shall be entitled to enforce specific performance of this Agreement and also to recover all costs, expenses and losses incurred by the aggrieved party, as a consequence of such breach from the Party committing breach.

In the event any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend the provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties, it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.

In this Agreement, the reference to any party in singular shall include plural as the case may be and vice-versa. The original of this Agreement shall be kept with the Allottee and a certified to be true copy thereof, shall be kept with the Promoter and all the expenses relating thereto shall be borne and paid by the Allottee.

23 RIGHT TO AMEND:

This Agreement can only be amended through written consent of the Parties and in case of any amendment, a Supplemental Agreement is to be entered into between the company and the Allottee and the same shall be registered if required, and all expenses relating to execution and all expenses relating to execution and registration of this Agreement shall be borne and paid by the Allottee.

24 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 Project shall equally be applicable to and enforceable against any

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subsequent Allottees of the Unit, in case of a transfer, as the said obligation go along with the Unit for all intents and purposes.

25 WAIVER NOT A LIMITATION TO ENFORCE:

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.

26 SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under WBRERA 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 WBRERA 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.

27 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 the other Allottee(s) in the Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the units in the Project.

28 FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

29 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Parties hereto or through its authorized signatory.

30 NOTICES:

Any Notice shall be sufficiently given if it is in writing and sent by registered post/courier addressed to the respective address mentioned herein above or such other address as may be subsequently notified by the

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Promoter and/or the Allottee in writing. Every such Notice shall be deemed to have been given or made on the day on which such Notice ought to have been delivered in due course of postal or telegraphic communication. In proving the service of any such Notice it shall be sufficient to prove that it was duly addressed and posted or transmitted as aforesaid.

It shall be the duty of the Allottee to inform the Promoter by letter through Registered Post with A/D about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by him/her at the time when those should ordinarily reach such address. The Allottee shall be responsible for any default in payment and/or other consequences that might accrue therefrom.

31 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.

32 GOVERNING LAW:

This Agreement shall be governed and construed in accordance with the Laws of India.

33 JURISDICTION OF COURTS:

Courts at Kolkata shall have jurisdiction in respect of all matters arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART-I

The entire Joyville Project Land

ALL THAT the leasehold land measuring in aggregate 30.385 Acres, be the same a little more or less, situated and/or located near "Salap More" in the District of Howrah, in the State of West Bengal, comprised in various Plot Numbers in different Mouzas as hereinafter mentioned and delineated in red in the map or plan annexed hereto.

Sl. No.	Part of R.S. Plot No.	Area (Acre)	Mouza	J.L.No.	P.S.	Specific portion
1	2071 (P)	0.020	Pakuria	54	Domjur	Eastern
2	2072 (P)	0.080	Pakuria	54	Domjur	Eastern
3	2073 (P)	0.650	Pakuria	54	Domjur	North East
4	2074 (P)	0.005	Pakuria	54	Domjur	North East Corner
5	2075 (P)	0.040	Pakuria	54	Domjur	Ex. South West Corner

6	2076	0.030	Pakuria	54	Domjur	Entire
7	2077	0.600	Pakuria	54	Domjur	Entire
8	2078	0.520	Pakuria	54	Domjur	Entire
9	2079	0.220	Pakuria	54	Domjur	Entire
10	2080	0.140	Pakuria	54	Domjur	Entire
11	2081	0.240	Pakuria	54	Domjur	Entire
12	2082	0.130	Pakuria	54	Domjur	Entire
13	2083	0.100	Pakuria	54	Domjur	Entire
14	2084	0.130	Pakuria	54	Domjur	Entire
15	2085 (P)	0.280	Pakuria	54	Domjur	Southern
16	2086 (P)	0.135	Pakuria	54	Domjur	Southern
17	2087 (P)	0.040	Pakuria	54	Domjur	Eastern
18	2088 (P)	0.025	Pakuria	54	Domjur	Eastern
19	2098 (P)	0.005	Pakuria	54	Domjur	
20	2099 (P)	0.115	Pakuria	54	Domjur	Ex. North West Corner
21	2100 (P)	0.045	Pakuria	54	Domjur	South East Corner
22	2145	0.130	Pakuria	54	Domjur	Entire
23	2186 (P)	0.080	Pakuria	54	Domjur	South East Corner
24	2221 (P)	0.010	Pakuria	54	Domjur	South East Corner
25	2223 (P)	0.250	Pakuria	54	Domjur	Southern
26	2224 (P)	0.350	Pakuria	54	Domjur	Ex. South West Corner
27	2225	0.340	Pakuria	54	Domjur	Entire
28	2226	0.170	Pakuria	54	Domjur	Entire
29	2227	0.570	Pakuria	54	Domjur	Entire
30	2228	0.610	Pakuria	54	Domjur	Entire
31	2229	0.400	Pakuria	54	Domjur	Entire
32	2230	0.280	Pakuria	54	Domjur	Entire
33	2231	0.210	Pakuria	54	Domjur	Entire
34	2232	0.730	Pakuria	54	Domjur	Entire
35	2233	0.230	Pakuria	54	Domjur	Entire
36	2234	0.090	Pakuria	54	Domjur	Entire
37	2235	0.070	Pakuria	54	Domjur	Entire
38	2236	0.080	Pakuria	54	Domjur	Entire
39	2237	0.200	Pakuria	54	Domjur	Entire
40	2238	0.090	Pakuria	54	Domjur	Entire
41	2239	0.060	Pakuria	54	Domjur	Entire
42	2240	0.080	Pakuria	54	Domjur	Entire
43	2241	0.260	Pakuria	54	Domjur	Entire
44	2242 (P)	0.005	Pakuria	54	Domjur	South East Corner
45	2243 (P)	1.220	Pakuria	54	Domjur	Southern

46	2245 (P)	0.060	Pakuria	54	Domjur	South East Corner
47	2246	0.180	Pakuria	54	Domjur	Entire
48	2247	0.150	Pakuria	54	Domjur	Entire
49	2248	0.060	Pakuria	54	Domjur	Entire
50	2249 (P)	0.040	Pakuria	54	Domjur	Southern
51	2250	0.170	Pakuria	54	Domjur	Entire
52	2259 (P)	0.020	Pakuria	54	Domjur	South East Corner
53	2261 (P)	0.280	Pakuria	54	Domjur	Southern
54	2262	0.580	Pakuria	54	Domjur	Entire
55	2263	0.100	Pakuria	54	Domjur	Entire
56	2264	0.670	Pakuria	54	Domjur	Entire
57	2265	0.110	Pakuria	54	Domjur	Entire
58	2266	0.120	Pakuria	54	Domjur	Entire
59	2267	0.130	Pakuria	54	Domjur	Entire
60	2268	1.310	Pakuria	54	Domjur	Entire
61	2269	0.650	Pakuria	54	Domjur	Entire
62	2270	0.070	Pakuria	54	Domjur	Entire
63	2271	0.040	Pakuria	54	Domjur	Entire
64	2272	0.030	Pakuria	54	Domjur	Entire
65	2273	0.090	Pakuria	54	Domjur	Entire
66	2274	0.090	Pakuria	54	Domjur	Entire
67	2275	0.050	Pakuria	54	Domjur	Entire
68	2276	0.070	Pakuria	54	Domjur	Entire
69	2277	0.030	Pakuria	54	Domjur	Entire
70	2278	0.120	Pakuria	54	Domjur	Entire
71	2279	0.210	Pakuria	54	Domjur	Entire
72	2280	0.100	Pakuria	54	Domjur	Entire
73	2281	0.940	Pakuria	54	Domjur	Entire
74	2282	0.480	Pakuria	54	Domjur	Entire
75	2283	1.530	Pakuria	54	Domjur	Entire
76	2284	1.420	Pakuria	54	Domjur	Entire
77	2285	0.610	Pakuria	54	Domjur	Entire
78	2286	0.440	Pakuria	54	Domjur	Entire
79	2287	0.430	Pakuria	54	Domjur	Entire
80	2288	1.200	Pakuria	54	Domjur	Entire
81	2293 (P)	0.005	Pakuria	54	Domjur	South East Corner
82	912 (P)	0.005	Khalia	6	Bally	South West Corner
83	913 (P)	0.275	Khalia	6	Bally	Western
84	914 (P)	0.005	Khalia	6	Bally	South West Corner
85	915	0.200	Khalia	6	Bally	Entire

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86	916	0.190	Khalia	6	Bally	Entire
87	917 (P)	0.310	Khalia	6	Bally	Ex North East Corner
88	918	0.660	Khalia	6	Bally	Entire
89	919	0.340	Khalia	6	Bally	Entire
90	920	0.145	Khalia	6	Bally	Entire
91	1085	0.040	Khalia	6	Bally	South West Corner
92	2	0.650	Baltikuri	1	Jagacha	Entire
93	4	0.660	Baltikuri	1	Jagacha	Entire
94	9	0.360	Baltikuri	1	Jagacha	
95	10	0.210	Baltikuri	1	Jagacha	
96	11	0.510	Baltikuri	1	Jagacha	Entire
97	12	0.040	Baltikuri	1	Jagacha	Entire
98	13	0.260	Baltikuri	1	Jagacha	Entire
99	14	0.290	Baltikuri	1	Jagacha	Entire
100	15	0.440	Baltikuri	1	Jagacha	Entire
101	16	0.600	Baltikuri	1	Jagacha	
102	17	0.030	Baltikuri	1	Jagacha	
103	18	0.170	Baltikuri	1	Jagacha	Entire
104	19	0.130	Baltikuri	1	Jagacha	Entire
105	20	0.150	Baltikuri	1	Jagacha	Entire
106	21	0.080	Baltikuri	1	Jagacha	Entire
107	22	0.145	Baltikuri	1	Jagacha	
108	25	0.030	Baltikuri	1	Jagacha	
109	26	0.090	Baltikuri	1	Jagacha	
110	1582	0.760	Baltikuri	1	Jagacha	Entire
Grand Total Area		30.385				

d Project,
being Commercial (Retail) Phase

ALL THAT part of the leasehold plot of land on which the said commercial (retail) phase, being the said Project shall be constructed, and which forms part of the Joyville Project Land, containing in the aggregate an area of 30.385 Acres, having total constructed area measuring about _____, be the same a little more or less, proportionate share of common parts and common areas comprised of _____ and also being part of the entire Joyville Project land as more fully described in **Part-I of the First Schedule** hereinabove mentioned.

THE SECOND SCHEDULE ABOVE REFERRED TO
Description of the said Unit and Parking Space

Under Construction

- i. **ALL THAT** Unit having No. _____ on the _____ side of the _____ Floor, in the Commercial (Retail) Building, being the Project of "Joyville Project" by admeasuring Carpet Area of _____ Square meter [super built-up area of _____ be the same a little more or in the said Project, comprised of R.S Dag Nos. 2262, 2268, 2081, 2099, 2100 with corresponding L.R. Dag Nos. 2177, 2183, 1993, 2012, 2013 under LR Khatian No. 1004 along with proportionate share of common parts and common areas comprised in the said Project where the said Unit is situated together with undivided proportionate and impartible share in the land attributable to the said Unit comprised in the Commercial (Retail) building, being part of Joyville Project and within the entire Joyville Project situated near "Salap More" at Mouza Pakuria, Khalia, Baltikuri, in the District of Howrah, in the State of West Bengal.
2. The exclusive right to use all that the _____ Square Feet, be the same a little more or less (_____) **Four Wheeler Parking space** on the ground level within the Project.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART-I

**[Description of Common Areas and parts of
the said Project]**

1. Entrance lobbies at ground floor, and common circulation spaces.
2. Staircases, landings, common lobbies etc. of all floors.
3. Lift and lift accessories, lift installations with accessories, Lift lobbies etc.
4. Space required for common utilities like electrical room / meter room, toilet block etc.
5. Electrical risers, fitting, fixtures, lights, switches etc for the common areas of the Building.
6. Common area doors and shutters, Duct doors and shutters, stair & common area railings etc.,
7. Rising mains of electricity cables from electrical Meter Boards. Plumbing pipes and valves, fittings etc. for water distribution system.
8. Sewerage, sullage and storm water drainage pipe works, pits, manholes etc
9. Overhead Water Tank and overflow float valve.
10. All installations as per recommendations of West Bengal Fire and Emergency Services like the wet riser with all accessories as applicable.
11. All common signages inside the Building like floor number, notice board etc.

PART-II

[Description of other Common Areas and Facilities pertaining to the said Project]

1. Internal roads, pathways and driveways.
2. All electrical installations like cables, feeder pillars, street lights, compound lights and fixtures etc.
3. Electrical sub-station including transformer, switchgears, control panels etc.
4. Sewerage and storm-drainage system.
5. Water distribution network with pipeline, valves etc.
6. Water supply.
7. Pump and Pumps Accessories.

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8. Fire Fighting System:
9. Boundary wall/fencing with gate, if any.
10. Diesel generator for emergency back-up.

PART-III

[Description of shared common areas and facilities]

1. Fire hydrant taping from main fire fighting pump room will be shared across all other residential towers of Joyville Project with the said commercial (retail) Project.
2. WTP will be shared across all residential towers of Joyville Project with the said commercial (retail) with the said Project.

THE FOURTH SCHEDULE ABOVE REFERRED TO PAYMENT SCHEDULE

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Installments Payable on Milestone Completion (all figures are in INR)	Percentage of Consideration Value
Application Money	5%
Allotment Money within 7 days from date of application	5%
Registration of Agreement within 30 days from date of application (Payment of Stamp Duty & Registration Charges)	-
Within 60 Days from Booking	10%
Piling Completion	20%
1st Level Slab Completion	10%
2nd Level Slab Completion	10%
Terrace Slab Completion	10%
Block work Completion	15%
Flooring Completion	10%
Notice of Possession	5%
Total Amount Payable	100%

THE FIFTH SCHEDULE ABOVE REFERRED TO
[Allottee's Covenants & Obligations]

- I. The Allottee, in addition to the covenants hereinbefore contained, hereby agree(s), confirm(s) and undertake(s) the following obligations to be fulfilled by the Allottee in relation to the said Unit within the Project: -
1. The Allottee shall not at any time carry on or suffer to be carried on in the said Unit any noisy offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to KWICPL/JSHPL or the Allottee or occupiers of the other units in the said Project or anything which may tend to depreciate the value of the said Unit or the said Project;
 2. The Allottee shall become and remain a member of the Association. The Allottee will observe and perform the terms and conditions, bye-laws and the rules and regulations laid down by the Promoter when the Association is not formed and also the Bye-Laws and Rules and regulations prescribed by the Association to be drafted in accordance with the prevailing law.
 3. The Allottee shall duly and punctually pay the proportionate share of municipal/property taxes, rates and cess, insurance charges, cost of maintenance and management of the Project including any increment thereon, charges to maintenance of services, like water, sanction, electricity etc, salaries of the employees of the Association and/or Apex Association and other expenses as may be determined by the Managing Committee of the Association and/or Apex Association from time to time.

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4. The Allottee shall allow the Promoter or its representatives, workmen to enter into the Common Areas of the said Project until all units have been handed over by the Promoter and possession of the common areas has been handed over to the Association.
5. The Allottee shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies etc., free from obstruction and in a clean and orderly manner and not encroach on any common areas or throw rubbish.
6. The Allottee shall keep the said Unit walls, drains, pipes and other fittings in good condition, so as to support and protect the Building and shall carry out any internal works or repairs as may require by the Promoter/Managing Committee of the Association.
7. The Allottee shall not make any additions or alterations or cause damage to any portion of the said Unit and shall not change the outside colour scheme, outside elevation/façade/décor of the Building, otherwise than in a manner agreed to by the Promoter /majority of the Association.
8. The Allottee shall sign such papers namely, No Objection Certificates, Declaration etc. as may be required by the Promoter at the time of taking over possession of the said Unit or later, as and when required.
9. The Allottee shall not do any act that may be against any law, rule, regulation, bye-law of the local municipality/other statutory authorities or any obligation agreed under any contract and the Allottee shall be solely responsible for all consequences of any offence of breach thereof and the Allottee shall indemnify other Unit holders who may suffer due to any such acts of omission nor commission of the Promoter.

II. NEGATIVE COVENANTS:

The Allottee(s) of the Unit(s) shall: -

- 1.(a) not to make any structural additions and/or alterations to the said Unit such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of JSHPL and/or the Association or Body.
- (b) not to fix collapsible gates, grills, grill gate in the Unit without prior permission of JSHPL and/or the Association or Body provided.
- (c) not to erect any compound wall/any other fencing within the Project.
- 2.(a) Not to build, erect or put upon the common portion of the Building/Block and any item of any nature whatsoever;
- (b) Not to obstruct any pathways, driveways, footpath and side-walks and lobbies used for any purpose other than for ingress to egress from the Building and other towers/buildings, as the case may be;
3. Not to use the potable water of the Building for car washing and other non-potable usage.
4. As the parking spaces are integral amenity to the Units, the Allottee(s) of such exclusive parking space(s) shall not be entitled to transfer and/or deal with such exclusive parking space(s) independent of the Unit for any other usage. No parking space can be encased either by a wall/mesh/or by any other structure. Each allotted parking space will entitle the allottee(s) right to park only one vehicle.

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5. Not to obstruct any vehicles keeping of materials or otherwise the free passage there over of the Allottee, JSHPL or other persons entitled to rights of way over the said driveways and pathways for the retained Units either by JSHPL or transferred/assigned to other Allottee by JSHPL;
6. Not to lessen or diminish the support or protection now given or afforded by all parts of the said Unit to the upper and/or lower Unit and in particular not to submit the floor of the upper Unit to a greater total load than specified and any load whatsoever shall be so distributed that no one square foot of the said floor shall at any time bear a greater load than specified weight;
7. Not to hang from or to attach to the beams or rafts any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the towers/Building or any part thereof;
8. Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Building and Units therein or adjacent to the same or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use;
9. Not to damage or demolish or cause to be damaged or demolished any portion of the common portion of the Building and the Project at any time or the fittings and fixtures affixed thereto;
10. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common portion and also not to alter or permit any alteration (including external wall paint) in the elevation and of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Building which may affect the elevation in respect of the exterior walls of the Building;
11. Not to install grills the design of which has not been suggested and/or approved by JSHPL/Association or Body provided;
12. Not to maim, injure or deface the footings, foundations main walls or supporting beams of the lower and/or upper Units save in connection with and so far as may be necessary to permit renovations or repairs to the lower and/or upper Unit;
13. Not to use the said Unit for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for Commercial purposes;
14. Not to cause or permit obstruction of any drain or pipe used in common with the Allottees or other occupants for the passage of water or soil in connection with the Building;
15. Not to do permit or suffer to be done in or upon the Units anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Allottee(s) Occupiers or the assignees of the neighbouring towers/Building and/or the said Project;
16. Not to throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the said Building or the common portion of the Building/Unit except in the space for garbage to be provided in the ground floor of the Building. It is to be noted that the garbage shall be bifurcated at sources and shall at all times be only NON HAZARDOUS waste;
17. Not to cause any damage to the lifts and lift installations;
18. Not to cause any damage to firefighting and fire detection system of the building/block;
19. Not to put his/her/their name in entry passages excepting in the proper place or on the main box provided by the Promoter for the use of the said Unit occupied by the Allottee or his/her/their nominee;

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20. Not to allow dust, rubbish or litter swept from the said Unit to be left or deposited in any of the passage ways or pathways or thrown in any passage ways or pathways and shall keep in deposit in a particular place earmarked for that purpose;
21. Not to loiter in the pathways, lobbies or passage ways without proper reasons;
22. Not to throw anything (including cigarettes, smoking materials spitting of pan) or emptied by the Allottee (s) or his/her/their servants or his/her/their guest out of the windows and/or doors on anywhere on the common portion of the Building/ common portion of the said Project or the entire Project and Parking lot or any common portion of said Project nor shall shades, awnings, window guards or any temporary article to be hung from or placed outside the window or Building;
23. Not to permit the lawns or other common portion of the Unit and common portion of the Unit within the retained premises sold to other Allottee to be fouled by dogs or other animals coming from the said Unit;
24. Not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature, explosive chemicals or which are so heavy as to affect or endanger the structure of the Building/Unit or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner and also not to keep or store any prohibitory film, or any other such articles, hides or manure or any other articles giving an offensive smell in the said Unit;
25. Not to subdivide the said Unit and/or the parking space(s) as allocated thereof;
26. Not to close any windows or make openings in the walls or through the walls of the said Unit;
27. Not to claim any exclusive right over and in respect of common areas and/or parts of the Buildings including Water Storage Tank for the Fire Fighting arrangement. It is made clear that such Water Storage Tank is not a part of any particular building and can be used if required for said Project and/or the entire Project;
- 28.(a) Not to claim any exclusive right over and in respect of common areas and/or parts of the Buildings/Unit including Water Storage Tank for the Fire Fighting arrangement. It is made clear that such Water Storage Tank is not a part of any particular building and can be used if required for entire Joyville Project;
- (b) Not to claim any exclusive right over and in respect of the terrace/roof//lift lobbies/passages, if any, of the said Building or any portion thereof or additional undivided right in land. The control of user of roof / lift lobbies/passages shall remain in the hand of concerned Unit Assignees Association;
29. Not to repair any joist or beam supporting the floors of the said Unit without giving notice to JSHPL or Body of the intention so to do giving details of the work intended to be done so that JSHPL or aforesaid Body or Association may take such precautions as they may be advised for the protection of the ceilings thereof and provided such notice is duly and properly given;
30. Not to display or affix any neon-sign or signboard on any outer wall of the Building or the Unit or the common parts save to the extent and at a place that may be specified from time to time by the JSHPL or Association;
31. Not to claim any partition or sub-division of the land and/or Common Parts and not to partition the Units by mets and bounds;

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32. Not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any Unit in or any part of the Building or cause any increased premium to be payable in respect thereof.
33. Not to do or suffer to be done anything to in or about the said Unit or the Project or in the staircase and/or fire escape passage and/or the common passages which may be against the rules or regulations of any existing laws of any concerned authority or the bye-laws of the condominium of Unit.
34. Not to refuse or neglect to carry out any work directed to be executed in the Building/ Unit after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoters liable for execution of such works;
35. Not to park any vehicles in any open space in the compound other than at the designated area;
36. Not to change, alter or modify the main doors/rolling shutter to the said Unit.
37. It is to be noted that the allottees of the retail units in the Project shall not be allowed to use the Joyville residential phases/projects related amenities such as playcourts, clubhouse, multi level carparking, landscaped area and gardens, etc., meant for the common use of the residential allottees.

[COMMON EXPENSES]

1. The expenses of maintaining, repairing, redecorating etc., of the Building in particular, external façade, common areas, roof/terrace, stilt, sewerage, drainage and pipes of the Building, electric wires, all firefighting installations, lift, DGs etc, repairing works under or upon with the Building and enjoyed or used by the Allottee(s) in common with the occupiers of other Units and parking space, main entrance, passages, landings, lift lobbies and stair-cases of the Building, compound, terrace, etc. shall be borne by the Allottee proportionately.
2. The cost of cleaning and lighting the passage, landing, lift lobbies, stair-cases and other parts/common areas of the Building so enjoyed or used by the Allottee(s) as aforesaid.
3. The cost of working and maintenance of water connection, lights, Lift(s), pumps, generators etc.
4. Expenses for running, maintaining and repairing the firefighting installations inside the Building as well as other Joyville Projects.
5. The expenses for organizing routine fire drills as per the directive of the statutory authority.
6. The cost of salaries of clerks, bill collectors, sweepers, watchman, pump/lift operators, maintenance crew etc.
7. Monthly maintenance expenses of Common Areas and Facilities of the Building.
8. All existing Municipal and other taxes, impositions, water charges tax, proportionate share or electricity charges for the common areas etc., proportionate electricity charges till installation of separate Meter.
9. Diesel Generator set/Pump set etc. hire and running expenses, if any.
10. Such other expenses as are necessary or incidental to the maintenance and upkeep of the Building as may be necessary.

SIXTH SCHEDULE ABOVE REFERRED TO :

[specifications to be set out here]

STRUCTURE

Earthquake resistant RCC Superstructure.

FLOORING

- Vitrified tiles of size 600 mm x 600 mm for Shops & Corridor.
- Rough textured ceramic tiles of size 300 mm x 300 mm in flooring for common Toilets.

PAINTING

- Interior walls & ceiling finished with putty.
- Exterior walls finished exterior grade paint.

DOORS

- Main door- Rolling Shutter with enamel paint finish.
- Toilet door – wooden flush door with enamel paint.

WINDOWS

- Shops - Fixed / openable glass window with aluminium frame.
- Common area - Fixed / openable / louvered glass window with aluminium frame.

ELECTRICALS

- wiring in concealed conduits with reputed make switches & sockets.
- AC point in all shops.
- Sufficient electrical points.

COMMON WASHROOM

- CP Fittings of reputed make.
- ceramic tiles on the wall upto lintel height for toilets.
- Sanitary ware of reputed make.
- Wall hung wash basin of reputed make.

POWER BACK-UP

- DG backup in common areas as well as units.

Draft only

IN WITNESS WHEREOF the Parties hereto have executed these presents on the day month and year first above written.

<p><u>SIGNED AND DELIVERED</u> by JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED in the presence of:</p> <ol style="list-style-type: none">1.2.	
<p><u>SIGNED AND DELIVERED</u> by KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED through its Constituted Attorney JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED in pursuance of a Registered Power of Attorney dated 27th day of November, 2013, who signed the same through its authorized Officer in the presence of :</p> <ol style="list-style-type: none">1.2.	
<p><u>SIGNED AND DELIVERED</u> by the Allottee(s) in the presence of :</p> <ol style="list-style-type: none">1.2.	

Drafted by

Advocate
High Court, Calcutta

MEMO OF CONSIDERATION:

Received on and from the Allottee/(s), the sum of **Rs.** (Rupees) Only vide several cheques /drafts and the balance sum of the Consideration Amount shall be paid by the Allottee to the Promoter/the Company in installments as per the Fourth Schedule herein set out on or before execution of the Deed of Assignment.

WITNESSES:

1.

[Signature of the Company/Promoter]

2.

[Signature of the Confirming Party]

DATED THIS DAY OF _____, 2024

BETWEEN

JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED

AND

KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED

AND

A G R E E M E N T

DRAFTED BY
ADVOCATE

HIGH COURT, CALCUTTA