

Agreement for Sale WB RERA FORMAT

ANNEXURE 'A'

[See rule 9]

**AGREEMENT FOR SALE WITHOUT
POSSESSION**

This Agreement for Sale (**Agreement**) executed on this _____
(Date) day of _____(Month), 20_____.

BY AND BETWEEN

THE OWNERS NAMED HEREIN BELOW:

- 1. EVOLVING HOUSING LLP (PAN AAEFE1774D)**, being Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having Identification No.AAB-4139 and having its registered office at 74/2 AJC Bose Road, Tirupati Plaza, Suit No 5E, Kolkata:700016, Police Station Park Street, Post Office Park Street, Pin 700016, being represented by its Designated Partner & Authorized Signatory Mrs. Pooja Kajaria (**DPIN No 00654972**) (**PAN ABUPT7103Q**) (**AADHAAR NO. 8520 1542 5612**), Daughter of late Mohan Lal Agarwal, by religion Hindu, by occupation Business, citizen of India, residing at P-210 CIT Road Scheme VIIM, Kolkata:700054, Police Station Maniktolla, Post Office Kakurgachi, Pin 700054

- 2. EVOLVING ESTATES LLP (PAN AAEFE0544R)**, being Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having Identification No. AAB-2730 and having its registered office at 74/2 AJC Bose Road, Tirupati Plaza, Suit No 5E, Kolkata:700014, Police Station Park Street, Post Office Park Street, Pin 700014, being represented by its Designated Partner & Authorized Signatory Mrs. Pooja Kajaria **(DPIN No 00654972) (PAN ABUPT7103Q) (AADHAAR NO. 8520 1542 5612)**, Daughter of late Mohan Lal Agarwal, by religion Hindu, by occupation Business, citizen of India, residing at P-210 CIT Road Scheme VIIM, Kolkata:700054, Police Station Maniktolla, Post Office Kakurgachi, Pin 700054 .
- 3. SHIV SHAKTI VANIJAYA PRIVATE LIMITED (PAN AARCS7179J)** a company incorporated under the Companies Act 1956 and governed by the provisions of Companies Act, 2013, having identification no CIN- U51909WB2012PTC179838 and having its registered office at 74/2 AJC Bose Road, Tirupati Plaza, Suit No 5E, Kolkata:700016, Police Station Park Street, Post Office Park Street, Pin 700016, being represented by its Director & Authorized Signatory, Mrs. Pooja Kajaria **(DPIN No 00654972) (PAN ABUPT7103Q) (AADHAAR NO. 8520 1542 5612)**, Daughter of late Mohan Lal Agarwal, by religion Hindu, by occupation Business, citizen of India, residing at P-210 CIT Road Scheme VIIM, Kolkata:700054, Police Station Maniktolla, Post Office Kakurgachi, Pin 700054.
- 4. EVOLVING CREATIONS PRIVATE LIMITED (PAN AADCE2228G)** a company incorporated under the Companies Act 1956 and governed by the provisions of Companies Act, 2013, having identification No : CIN-U74900WB2012PTC188327 and having its registered office at 74/2 AJC Bose Road, Tirupati Plaza, Suit No 5E, Police Station Park Street, Post Office Park Street, Pin 700016, being represented by its Director & Authorized Signatory Mr. Pankaj Kajaria **(DIN No 00654777) (PAN AFVPK9322F) (AADHAAR NO. 9863 7983 4421)**, son of Shri Mulchand Kajaria, by religion Hindu, by occupation Business, citizen of India, residing at P-210 CIT Road Scheme VIIM, Kolkata:700054, Police Station Maniktolla, Post Office Kakurgachi, Pin 700054, hereinafter collectively referred to as the **“Owners”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns) of the **First Part**

AND

RDB MEWA TOWNSHIP LLP (PAN ABHFR 1651A), (Formerly known as RDB MEBA BUILDERS LLP) being Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having Identification No. ACB-3929 and having its registered office at 74/2 AJC Bose Road, Tirupati Plaza, Flat No. 5E, Kolkata:700017, Police Station Park Street, Post Office Park Street, Pin 700017, being represented by its Authorized Signatory, Mr. Pankaj Kajaria **(DIN No 00654777) (PAN AFVPK9322F) (AADHAAR NO. 9863 7983 4421)**, son of Shri Mulchand Kajaria, by religion Hindu, by occupation Business, citizen of India, residing at P-210 CIT Road Scheme VIIM, Kolkata:700054, Police Station Maniktolla, Post Office Kakurgachi, and hereinafter referred to as the "**the Promoter**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **Second Part**

The term "**Vendors**" shall mean jointly the **Owners** and the **Promoter** and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue.

AND

[If the Allottee is a company]_____, (CIN no._____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at _____(PAN:_____)represented by its authorized signatory , (Aadhaar no. _____), duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]_____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____(PAN)_____, represented by its authorized partner _____, (Aadhaar no. _____) duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs , executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is a Partnership] _____ Mr./Ms.
_____ (Aadhaar no. _____) son/daughter of
_____, aged about _____, residing at
_____ (PAN _____), or
hereinafter called the "Allottee" (which expression shall unless
repugnant to the context meaning thereof be deemed to mean and
include his/her heirs, executors, administrators, successors-in-
interest and permitted assigns).

[OR]

[If the Allottee is a HUF] _____
Mr. _____, (Aadhaar no. _____) son
of _____ aged _____ about for self
and as the Karta of the Hindu Joint Mitakshara Family known as
HUF, having its place of business / residence at
_____ (PAN _____) ,
hereinafter referred to as the "Allottee" (which expression shall
unless repugnant to the context or meaning thereof be deemed to
mean the members or member for the time being of the said HUF,
and their respective heirs, executors, administrators and permitted
assigns).

(Please insert details of other allottee(s) in case of more than one
allottee)

and hereinafter referred to as "**the Allottee**" (which expression
shall unless repugnant to the context or meaning thereof be
deemed to mean and include their respective heirs,
executors, administrators, successors, legal representatives and
permitted assigns) of the **Third Part**

The Vendors and the Allottee are hereinafter collectively referred to
as the "Parties" and individually as a "Party". Words defined in
Schedule F shall have the meaning mentioned therein.

WHEREAS :

- A. The Owners are together the lawful owners of and are fully seized
and possessed of and otherwise fully and sufficiently entitled to the
"**Said Land**" described in **Schedule H Part I** hereto. The details of
the Dag numbers & Khaitan Numbers are mentioned in **Schedule
H Part II** hereto. The Vendors are desirous to commercially exploit
the said Land in one or more phases by getting constructed New
Buildings/ Bungalows/Villas /Commercial Mall/Row
Houses/Duplex Bungalows/Garages/Car Parking Spaces/other
structures, etc. ("**Units**") on the said Land and selling and/or
otherwise transferring the Units and other rights therein , as per
plans sanctioned and/or to be sanctioned by the concerned

authorities. The **First Phase Land** is described in **Schedule H Part III**. Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is hereby expressly made clear that the Owners right, title and/or interest in respect of the said Land comprises of ownership and freehold title in respect of the said Land and all references in this Agreement to the terms “Owners” and/or their “title” and/or “transfer” and/or “sale” and/or “purchase” and/or “Bungalow Land” and/or “said Bungalow Land” including all grammatical variations thereof shall be read, interpreted and understood accordingly.

- B. The said Land is earmarked by the Promoter for the purpose of building bungalows/villas/Commercial Complex/ Club other structures, etc. and the Residential cluster of the Project has been named **“RDB UTSAV” which will be developed in different phases.**
- C. The Vendors are fully competent to enter into this Agreement.
- D. The South 24 Parganas Zilla Parishad has sanctioned the building plans Plan No 908/1038/KMDA DATED 23.03.2024 for development and construction on the said Land.
- E. The Promoter agrees and undertakes that it shall not make any changes to the Plans that have been and/or may be sanctioned/revised/approved/regularised by the concerned authorities except, if required, in compliance with section 14 of the Act and other laws as applicable and/or as provided herein.
- F. The Project has been registered under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on..... Under Registration Number.....
- G. The Allottee had applied for a Bungalow in the Project and has been allotted on the General Terms and Conditions agreed between the parties all That the said Bungalow Unit described in Schedule A Part I and the said Banglow / Row House land is described in Schedule A Part II. The floor plan of the said Bungalow is annexed hereto and marked as Schedule B.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
 - (i) The ownership and title of the Owners in respect of the said

Land and the documents relating thereto;

- (ii) The Plans and the necessary approvals and permissions;
- (iii) The right, interest and entitlement of the Promoter as the developer in respect of the said Land; and
- (iv) The Carpet Area and Built-up Area of the said Bungalow.

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

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

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell and the Allottee hereby agrees to purchase the said Bungalow Unit described in Schedule A.

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

1. TERMS:

1. Subject to the terms and conditions as detailed in this Agreement, the Vendors agree to sell to the Allottee and the Allottee hereby agrees to purchase the said Bungalow Unit described in **Schedule A**.
2. The Total Price/Agreed Consideration for purchase of the said Bungalow Unit based on the carpet area thereof is Rs. _____/- (Rupees _____ only)
And applicable Goods and Services Tax of Rs. _____/- (Rupees _____ only) aggregating Rs. _____/- (Rupees _____ only) ("**Total Price/Agreed Consideration**") Price Details & payment plan as per details mentioned in **Schedule C**.

Explanation:

- (i) The Total Price/Agreed Consideration above includes the Booking Amount paid by the Allottee towards purchase of the said Bungalow Unit.
- (ii) The Total Price/Agreed Consideration above includes applicable Goods and Services Tax up to the date of handing over the possession of the said Bungalow Unit;

Provided that in case there is any change / modification in the Taxes (consisting of tax paid or payable by way of G.S.T. as per law, and Cess or any other similar taxes and levies which may be levied, in connection with the construction of the Project, by whatever name called), the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies, etc. have been imposed or become effective.
- (iv) The Demand Notice for payment of Instalments, extras, deposits and additional Liabilities , other charges by E-Mail or SMS shall be an accepted means of communication. The Promoter will accept payment of consideration and/or any other sum of money towards Extra Charges or Deposits or additional liabilities by whatever name called (As Mentioned in Schedule G Part I nad Part II) only from the Allottee or the Co-Allottee and/or from the Bank or Financial Institution from whom the Allottee has obtained Housing Loan. Payment from any other third party other than the Allottee/Co-Allottee will not be accepted. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account. The Allottee shall submit the Cheques/ Drafts etc at the office of the Promoter against proper receipt issued by the Authorised person of the Promoter as otherwise if any cheque is misplaced, the Allottee will be fully responsible for the same.
- (v) The Total Price/Agreed Consideration of the said Bungalow Unit includes the consideration for the said Bungalow Land described in Part II of Schedule A, the said Bungalow described in Part I of Schedule A, the pro rate share in the Common Areas and the right of use of the Common Areas as mentioned in this Agreement.

3. The Total Price/Agreed Consideration is escalation free, save and except

increases which the Allottee hereby agrees to pay due to increase on account of any increase in area and/or the development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

4. The Allottee shall make the payment of the Total Price/Agreed Consideration as per the payment plan set out in **Schedule 'C'** ("Price Details & **Payment Plan**").
5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at mutually agreed terms for the period by which the respective installment may be preponed.
6. It is agreed that the Promoter shall not make any additions and alterations in the Plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** in respect of the said Bungalow Unit except as agreed upon, without the previous written consent of the Allottee and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Bungalow Unit intended to be purchased by the Allottee and the Allottee hereby consents to the same and waives the requirement of any further consent.

7. The Promoter shall confirm the final carpet area and the built up area that have been allotted to the Allottee after the construction of the said Bungalow is complete and the Partial or Full Completion / Occupancy Certificate is granted by the Authority, by furnishing details of the changes, if any, in the Carpet Area and the built-up area. The Total Price/Agreed Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area in excess of 5 per cent, more or less, then the Promoter shall refund the excess money paid by Allottee within forty-five days . If there is any increase in the Carpet Area, allotted and sold to the

Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'** and the Allottee agrees and undertakes to make payment of the consideration for the increased area within 7 days of demand. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

8. **Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3**, the Vendors agree and acknowledge that the Allottee shall have the right to the said Bungalow Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Bungalow Unit comprising of the said Bungalow described in **Part I of Schedule A** and the said Bungalow Land described in **Part II of Schedule A**.
- (ii) The Allottee shall also have right of use of the Common Areas. The Allottee shall use the Common Areas along with the Vendors, other Allottees, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the Maintenance Charges, property taxes and other liabilities and charges as applicable. It is clarified that the Promoter shall hand over the Common Areas to the Association after duly obtaining the Completion / Occupancy Certificate, as the case may be, from the Authority as provided in the Act. It is further clarified that the Vendors shall upon receipt of a written request from the Association (upon formation) execute a Deed of Transfer of undivided proportionate title in the Common Areas including the said Land in favour of the Association in the manner agreed upon. Such Deed of Transfer shall be prepared and finalized by the Promoter. All expenses and outgoings for preparation and registration of such Deed of Transfer including stamp duty, registration fees, legal fees, incidental expenses, etc. shall be paid by the Association and/or the Allottees including the Allottee herein without any amount being required to be contributed by the Vendors. The Allottee agrees, undertakes and covenants to make timely payment of his share of such expenses and outgoings within 7 days of demand;
- (iii) That the computation of the price of the said Bungalow Unit includes recovery of price of the said Bungalow Land and the construction of not only the said Bungalow but also the Common Areas and includes cost for providing all facilities to be provided within the Project as mentioned in Schedules D and E.
- (iv) The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in Schedule G. The Additional Liabilities and Deposits are an integral part of the

transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.

9. It is made clear by the Vendors and the Allottee agrees that the said Bungalow Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.

10. It is understood by the Allottee that all other areas, that is, areas and facilities falling outside the Project and/or not specifically included in the Common Areas under this Agreement shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

11. The Promoter agree(s) to pay all outgoings relating to the said Bungalow Unit before transferring the physical possession of the said Bungalow Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, Maintenance Charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Bungalow Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the physical possession of the said Bungalow Unit to the Allottee, then the Promoter agrees to be liable, even after the transfer of physical possession of the said Bungalow Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

12. The Allottee has paid a total sum of Rs. _____/- (Rupees _____ only) as Booking Amount being part payment towards the Total Price/Agreed Consideration of the said Bungalow Unit at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price/consideration of the said Bungalow Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Promoter or not, within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount

which is payable, he shall be liable to pay interest at the rate prescribed in the Rules at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Vendors abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheques/demand drafts/banker's cheques payable at Kolkata or through RTGS/online payment (as applicable) in favour of the Promoter. The Demand Notice for payment of Instalments, extras, deposits and other charges by E-Mail or SMS shall be an accepted means of communication. The Promoter will accept payment of consideration and/or any other sum of money towards Extra Charges or Deposits only from the Allottee or the Co-Allottee and/or from the Bank or Financial Institution from whom the Allottee has obtained Housing Loan. Payment from any other third party other than the Allottee/Co-Allottee will not be accepted. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account. The Allottee shall submit the Cheques/ Drafts etc at the office of the Promoter against proper receipt issued by the Authorised person of the Promoter as otherwise if any cheque is misplaced, the Allottee will be fully responsible for the same.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Vendors and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment for acquisition/sale/transfer of immovable properties in India etc. and provide the Vendors with necessary declarations, documents, permissions, approvals, etc. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian Rupees only. 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.

- 3.2 The Vendors accept no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Vendors be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Vendors fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Vendors immediately and comply with necessary formalities if any under the applicable laws. The Vendors 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 Bungalow Unit applied for herein in any way and the Vendors shall issue the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Bungalow Unit, 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 Vendors as well as the Allottee. The Vendors shall take steps to abide by the time schedule for completing the Project and handing over the said Bungalow Unit to the **Allottee and the Common Area to the Association after receiving the Completion / Occupancy Certificate subject to reasons beyond control and Force Majeure**. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule "C" ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ BUNGALOW UNITS:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Bungalow Unit and accepted the floor plan which has been approved by the Authority, the

Total Price/Agreed Consideration and Payment Plan mentioned in **Schedule C** and the Additional Liabilities and Deposits mentioned in **Schedule G** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D and E**. The Promoter shall develop the said Bungalow Unit in accordance with the said layout plans, floorplans and specifications. Subject to the terms of this Agreement, the Promoter undertakes to abide by such plans approved by the Authority.

7. POSSESSION OF THE SAID BUNGALOW:

7.1 Schedule for possession of the said Bungalow:-

The Vendors agree and understand that timely delivery of possession of the said Bungalow Unit to the Allottee is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over the said Bungalow Unit on the date specified in Schedule A unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to Force Majeure conditions, then the Allottee agrees that the Vendors shall be entitled to the extension of time for delivery of possession of the said Bungalow Unit Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Vendors to implement the Project due to Force Majeure conditions, then this allotment stand terminated and the Vendors shall refund to the Allottee the entire amount received by the Vendors from the Allottee within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims, etc. against the Vendors and that the Vendors shall be released and discharged from all their obligations and liabilities under this Agreement.

7.2 Procedure for taking Possession

The Promoter, upon obtaining the Partial or Full Completion / Occupancy Certificate from the Authority, shall offer in writing ("**Notice for Possession**") the possession of the said Bungalow Unit to the Allottee in terms of this Agreement to be taken by the Allottee within 3 (three) months from the date of issue of the Notice for Possession and the Promoter shall give possession of the said Bungalow Unit to the Allottee. The Promoter agrees and undertakes to indemnify

the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the Maintenance Charges as determined by the Promoter/Association. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Partial or Full Completion / Occupancy Certificate of the Project.

7.3 Failure of Allottee to take possession of the said Bungalow Unit

Upon receiving a written intimation from the Promoter as per **Clause 7.2**, the Allottee shall take possession of the said Bungalow Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said Bungalow Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall be liable to pay Maintenance Charges as applicable.

7.4 Possession by Allottee

After obtaining the partial/full Completion / Occupancy Certificate and handing over physical possession of all the Bungalow Units to all the Allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association as per the local laws.

7.5 Cancellation by Allottee

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Vendors, the Vendors herein are entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Vendors to the Allottee within 45 days of such cancellation. .

7.6 Compensation

The Owners/Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the said Bungalow Land on which the said Bungalow is being developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Vendors fail to complete or are unable to give possession of the said Bungalow Unit

- (i) in accordance with the terms of this Agreement by the date specified in Schedule A; or
- (ii) due to discontinuance of the Promoter's business on account of suspension or revocation of the registration under the Act, or for any other reason, the Vendors shall be liable on written demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by them in respect of the said Bungalow Unit, with interest at the rate specified in Rule 17 of the Rules within 45 days which shall be deemed to include compensation in the manner as provided under the Act;

Provided that where the Allottee does not intend to withdraw from the Project, the Vendors shall pay the Allottee interest at the rate specified in Rule 17 of the Rules for every month of delay, till the handing over of the possession of the said Bungalow Unit.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS:

The Vendors hereby represent and warrant to the Allottee as follows:

- (i) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (ii) There are no encumbrances upon the said Land or the Project except if any construction finance is taken or availed by the Promoter from any institutions / banks and the said land is mortgage for the said financial facility.
- (iii) As per the knowledge of the Vendors, there are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said Bungalow Unit;
- (iv) All approvals, licenses and permits issued by the Authority with respect to the Project, said Land and the said Bungalow Unit are valid and subsisting and have been obtained. Further, the Vendors have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, the Bungalow Units and the said Bungalow Unit and Common Areas;
- (v) The Vendors have the right to enter into this Agreement and have not committed or omitted to perform any act or thing

whereby the right of the Allottee created herein, may prejudicially be affected;

- (vi) The Vendors have not entered into any agreement for transfer or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Bungalow Unit which will, in any manner, affect the rights of Allottee under this Agreement save and except for the mortgage of the said Land with Axis Trustee Services Limited;
- (vii) The Vendors confirm that the Vendors are not restricted in any manner whatsoever from transferring the said Bungalow Unit to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the Deed of Conveyance, the Vendors shall hand over lawful, vacant, peaceful, physical possession of the said Bungalow Unit to the Allottee;
- (ix) The said Bungalow Unit is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Bungalow Unit;
- (x) The Vendors have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Land to the Authority till the Partial or Full Completion / Occupancy Certificate is issued;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Bungalow Unit) has been received by or served upon the Vendors in respect of the said Land and/or the Project to the best of their knowledge and belief;
- (xii) The said Land is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clauses and reasons beyond control, the Vendors shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts

payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Vendors fail to offer to provide ready to move in possession of the said Bungalow Unit to the Allottee within the time period specified in Schedule 'A'. For the purpose of this para 'ready to move in possession' shall mean that the said Bungalow Unit shall be in a habitable condition.
- (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 the Vendors under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to Vendors as demanded by the Vendors. If the Allottee stops making payments, the Vendors shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Vendors shall be liable to refund the entire money paid by the Allottee towards the Total Price/Agreed Consideration for transfer of the said Bungalow Unit, along with interest at the rate specified in Rule 17 of the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within forty-five days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily

opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Vendors, interest at the rate specified in Rule 17 of the Rules, for every month of delay till the handing over of the possession of the said Bungalow Unit.

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

(i) In case the Allottee fails to make payments of the demands made by the Vendors as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under **Schedule 'G'** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Vendors on the unpaid amount at the rate specified in Rule 17 of the Rules for the period of delay;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Vendors in this regard, the Vendors may cancel the allotment/Agreement of the said Bungalow Unit in favour of the Allottee and refund the money paid to the Vendors by the Allottee towards the Total Price/Agreed Consideration by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Vendors shall be free to deal with, dispose of and/or transfer the said Bungalow Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination and the Allottee hereby consents to the same. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable.

10. CONVEYANCE OF THE SAID BUNGALOW UNIT:

The Vendors, on receipt of Total Price/Agreed Consideration of the said Bungalow Unit as per **Clause 1.2** and the Additional Liabilities and Deposits mentioned in **Schedule G** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Bungalow Unit including Maintenance Charges, electricity charges, property and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of

all his obligations under this Agreement or otherwise under law, shall execute a Deed of Conveyance in respect of the said Bungalow Unit within 3 months from the date of issuance of the Completion / Occupancy Certificate, to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses and/or legal expenses within the period mentioned in the notice, the Allottee authorizes the Vendors to withhold registration of the Deed of Conveyance in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges and incidental expenses to the Vendors is made by the Allottee for which the Allottee shall remain solely responsible. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authorities.

11. MAINTENANCE OF THE PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the Completion / Occupancy Certificate of the Project. The cost of such maintenance has not been included in the Total Price/Agreed Consideration of the said Bungalow Unit and the same shall be paid by the Allottee as agreed with the Promoter upon demand.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect in construction which is certified by a licensed Architect and/or engineer (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of issue of the Partial or Full Completion in respect of the said Bungalow, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days or such further time as may be necessary as per the Architect/Structural Engineer, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the said Bungalow and/or the Common Areas and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or engineer that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements

and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by the Allottee and/or occupants of the said Bungalow.

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

The Allottee has agreed to purchase the said Bungalow Unit on the specific understanding that his 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 or the Association of Allottees or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association of Allottees from time to time.

14. RIGHT TO ENTER THE SAID BUNGALOW UNIT FOR REPAIRS:

The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas mentioned in **Schedule E** for providing necessary maintenance and repair services and the Allottee agrees to permit the Association and/or Maintenance Agency to enter into the said Bungalow Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

15. USAGE:

Use of the Common Areas: The Common Areas as located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipments, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association formed for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO

THE SAID BUNGALOW UNIT:

- 16.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Bungalow Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Bungalow Unit or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Bungalow Unit and shall keep the said Bungalow Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the said Bungalow Unit is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the said Bungalow Unit or anywhere on the exterior of the Project or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Bungalow Unit. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Bungalow.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4 The Allottee agrees, covenants and undertakes to observe and comply with the Allottee's covenants and/or house rules mentioned in **Schedule I** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Allottee is entering into this Agreement for allotment of the said Bungalow Unit with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The

Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Bungalow Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and this Agreement including the clauses herein.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFFECTING THE FINAL RIGHT OF THE ALLOTTEE:

The Promoter in the event of taking any construction loan / finance from any Banking institutions and the said Land has been mortgaged for the said financial facility. After the Promoter executes this Agreement it shall not further mortgage or create a further charge on the said Bungalow Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Bungalow Unit. It is made clear that the transfer of the existing mortgage, charge and/or finance from any financial Institution to any other entity shall be deemed to be and shall be treated as a continuation of the existing mortgage, charge and/or finance and not as a further or new mortgage. However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to get increased the amount of loan and/or financial assistance for the purpose of implementation and execution of the Project. The charge and/or mortgage existing at the relevant time in respect of the said Land in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans shall also extend to any increase of the amount of loans and/or financial assistance that may be obtained by the Promoter. However, on or before the execution of the Deed of Conveyance in respect of the said Bungalow Unit, a release/no objection/ clearance shall be obtained by the Promoter in respect of the same. Similarly, the Allottee shall be entitled to take housing loans for the purpose of purchasing the said Bungalow Unit in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement.

20. APARTMENT OWNERSHIP ACT:

The Vendors have assured the Allottee that the Project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Vendors does not create a binding obligation on the part of the Vendors or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registration authority as and when intimated by the Vendors. If the Allottee fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Vendors, then the Vendors shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Vendors and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous assurances, representations, brochures, advertisements including through digital/electronic media, correspondence, negotiations, understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties save and except the General Terms and Conditions in regard to the said Bungalow Unit.

23. RIGHT TO AMEND:

The Agreement may only be amended through written consent of the Parties. Any document containing any additions, modifications, amendments, consents or variations accepted by the parties shall be valid and binding irrespective of whether the same is registered or

not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment etc. of a document and as such registration of any document containing any amendment etc. is not likely to be possible.

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 said Bungalow Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Bungalow Unit, in case of a transfer that is validly made with the prior written consent of the Vendors, as the said obligations go along with the said Bungalow Unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Vendors may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan (**Schedule 'C'**) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Vendors in the case of one Allottee shall not be construed to be a precedent and/or binding on the Vendors to exercise such discretion in the case of other Allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Vendors being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Vendors. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Vendors including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right

thereafter to enforce each and every provision.

26. SEVERABILITY:

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

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 other Allottee(s) in the Project, the same shall be the proportion which the carpet area of the said Bungalow bears to the total carpet area of all the Bungalows in the Project.

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other actions and steps, in additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of the 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 completed only upon its execution by or on behalf of the Vendors through their respective authorized signatory/constituted attorney at the Promoter's Office, or at some other place, which may be mutually agreed between the Vendors and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction

of the Hon'ble High Court at Calcutta.

30. NOTICES:

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

Name and Address of Allottee:

(1) _____ (2) _____ Both of

Names and Addresses of Owners:

As mentioned above

Name and Address of Promoter:

RDB MEWA TOWNSHIP LLP (PAN ABHFR 1651A), (Formerly known as RDB MEBA BUILDERS LLP) being Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having Identification No. ACB-3929 and having its registered office at 74/2 AJC Bose Road, Tirupati Plaza, Flat No. 5E, Kolkata:700017, Police Station Park Street, Post Office Park Street, Pin 700017.

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

31. JOINT ALLOTTEES:

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

The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding and the same shall also be deemed to be voluntarily given, repeated and/or reiterated by such party subsequent to the signing of this

Agreement.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

The Additional Terms mentioned below have been mutually agreed upon as per the contractual understanding between the parties. Such Additional Terms are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

34. Disclaimer:

That all terms and conditions as mentioned herein below are as per the contractual understanding between the parties and are not in derogation of / or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

- (i) Any Expression of Interest, the Booking letter, agreement or any other document signed by the Allottee in respect of the Row

House/Bungalow prior to the execution and registration of this Agreement for Sale for such Row House/Bungalow shall not be construed to limit the right and interest of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

- (ii) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Bungalow Units, the Common Areas, the ground floor layout and/or the said Bungalow Unit as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Authority and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Bungalow Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Consideration and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.
- (iii) The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction and completion shall be final and binding on the parties.
- (iv) With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area, the quality of materials used, the structural stability and completion of the Bungalow Units, the Common Areas, the said Bungalow Unit, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- (v) From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Bungalow Unit as per meter temporarily installed at the request of the Allottee for the same within seven days of issue of bill.
- (vi) After the Date of Possession or within 30 days from the date of

execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Bungalow Unit in the Allottee's name within 6 months thereafter.

- (vii) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Vendors shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Vendors within the above time, then the Allottee shall be liable to pay to the Vendors compensation and/or damages that may be quantified by the Vendors and in default of such payment within 30 days, the Vendors may terminate the allotment /Agreement of the said Bungalow Unit in favour of the Allottee. In case of termination the provisions under **sub- clause 9.3 (ii)** shall be applicable regarding the amount that shall be refundable and the time for the same.
- (viii) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Bungalow Units or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Bungalow or portion of the Project, then in that event the Allottee shall also be liable to pay to the Vendors compensation and/or damages that may be quantified by the Vendors.
- (ix) Besides the aforesaid rights, the Vendors shall also be entitled to enforce any other right to which the Vendors may be entitled to in law by reason of any default or breach on the part of the Allottee.
- (x) Neither any of the (i) open and covered spaces in the Project and the said Land that are not included in the Common Areas mentioned in **Schedule E**, (ii) other Bungalows, Bungalow Lands and Bungalow Units in the Project and/or the said Land, (iii) right of further construction on any part of the open land/space comprised in the said Land and/or the said Bungalow Land or raising of any additional floor/storey/construction on the roof of the said Bungalow and/or the roofs of the Bungalow Units, (iv) the Club and the Club Land delineated in **Pink** borders in the site map or plan annexed hereto, and (v) the Commercial Complex, Mall and related area called as Commercial Block Land delineated in **Red** borders in the

site map or plan annexed hereto (vi) the roof of the overhead water tanks and lift machine rooms, the parapet walls, (vii) Open terraces on any floors of the Block (viii) the open/covered/stilt/mechanical Parking spaces of the Block (Save and except the parking space, terraces specifically allotted to the Allottee (ix) the elevation and the exterior of the Block (x) Storage areas (xi) Gardens attached to a Row House/Bungalow (xii) Basement not meant for Common Use (xiii) Any Community or Commercial facility which is not meant for common use (xiv) Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour within the Project, if created, for the Entire Row House/Bungalow Complex (xv) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto are not intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Vendors and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Vendors shall be entitled to use, utilise, transfer, assign, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Vendors in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Vendors. The Allottee shall not have any right to make any construction anywhere in the said Land and/or the said Bungalow Land and/or the Project.

- (xi) The promoter The Promoter will be entitled reciprocal easements and other reserved rights as provided hereunder Schedule K. The Owners and the Allottee confirm having unconditionally and irrevocably consented to and hereby again unconditionally and irrevocably consents the same in favour of the Promoter.
- (xii) The Promoter shall be entitled at all times to install, display and maintain its name and/or logo at such places at the said Land and/or the Project as may be decided by the Promoter by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses and no one including the Allottees and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- (xiii) Save and except the right of obtaining housing loan in terms of Clause 19 above, the Allottee shall not have any right or lien in respect of the said Bungalow Unit till execution and registration of the Deed of Conveyance after payment of all amounts by the Allottee.

- (xiv) The Deed of Conveyance and all other papers and documents in respect of the said Bungalow Unit and the said Land shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Vendors after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Vendors may suffer.
- (xv) The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Allottees without the participation of the Vendors, shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Allottees or to raise any issue relating to the Project or the said Land. The maintenance of the Project shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Project and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Project to the Association, the Promoter shall transfer and make over the Deposits, if any, that may have been made by the Allottees, to the Association after adjusting its dues, if any.
- (xvi) All the Allottees as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.
- (xvii) All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Allottee hereby consents to accept and sign the same.
- (xviii) The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.
- (xix) The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the several Deeds of Conveyance which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.

- (XX) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Allottees of the Project including the Allottee herein.
- (XXi) The rights of the Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in Schedule L and the Allottee has irrevocably agreed to be bound by the same.
- (XXii) The Allottee shall from the Date of Possession, use and enjoy the said Bungalow Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Allottees and/or the Vendors.
- (XXiii) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Bungalow Unit, the Common Areas, the Bungalow Units and the said Land including payment of Maintenance Charges, electricity charges, property and other taxes and other outgoings are more fully specified in Clause 16 and Schedule I and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the said Bungalow Unit including for Maintenance Charges, electricity charges, property taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Bungalow Unit, shall become payable by the Allottee from the date of issuance of the Partial or Full Completion / Occupancy Certificate notwithstanding anything to the contrary contained in Clause 16 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.
- (XXiv) The Maintenance Charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas shall not be nor be claimed to be a ground for non- payment or decrease in the liability of payment of the Allottee in respect of the said proportionate Common Expenses and/or Maintenance Charges.
- (XXv) The certified copies of deeds relating exclusively to the said Land that are available with the Vendors along with related documents shall be handed over by the Vendors to the Association within 3 (three) months of handing over of

maintenance of the Project to the Association.

- (xxvi) From the date of offering the handing over of maintenance to the Mother Association, the Vendors shall not have any responsibility whatsoever regarding the Bungalow Units, the Common Areas and the Project and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, generator operations, electrical equipment, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Bungalow Units, the Common Areas and the Project and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Allottees including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Allottees including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including generator license, fire license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.
- (xxvii) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future additional/further constructions by way of additional/further construction in the said Land including by way of construction of additional buildings/structures in the open land/spaces in the said Land and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Bungalow Units and/or the Common Areas and such future additional/further constructions shall belong exclusively to the Vendors who shall be entitled to sell, transfer and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas (including common areas and installations and underground water tank) and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the

same regularized/approved on the basis that the Vendors have an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Consideration and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

(xxviii) Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or sell or assign or alienate or dispose of or deal in any manner whatsoever with the said Bungalow Unit or any portion thereof and/or any right therein and/or under this Agreement ("**Alienation**") except for the purpose of housing loan in terms of Clause 19 unless all the following conditions are complied with:-

- a) A lock-in period of 12 (twelve) months has passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee's covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full payment of the Total Price / Agreed Consideration, the Additional Liabilities and Deposits mentioned in **Schedule G** due or payable till the time of such Alienation including interest and penalties, if any.
- d) If there is delay in obtaining Housing loan or if the Allottee fails to obtain loan from any financial institute/Bank for any reason whatsoever it cannot be a ground for delaying payment of outstanding instalment.
- e) It is agreed and recorded that no cash payment is acceptable by the Promoter from the Allottee. If any dealing officer or staff of the Vendors asks for cash payment, the allottee is advised to promptly call and inform directly at +91 8100877773 or raise your complain to pkkajaria@rdbmewa.com
- f) It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- g) In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
- (xxviii) It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) to signify 'Completion' and in some areas a CC plus an 'Occupancy Certificate' (OC) is issued by the Municipal Authorities/ Zilla Parishad to signify 'Completion'. In those areas where neither a CC nor a OC is issued in such areas the Completion Certificate issued by the Architect shall be deemed to signify 'Completion'.
- (xxix) 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 Schedule C ("Payment Plan").
- (xxx) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

(xxxix)The Allottee or the assignee, nominee, etc. has made payment to the Promoter a sum of Rs./- (1.5 % of the total consideration value as per Clause 1.2 herein above) as transfer charges (hereinafter referred to as “the Transfer Charges”) The Allottee shall also pay the applicable Goods and Services Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company/LLP, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company/LLP in which the Allottee owns at least 51 per cent of the entire equity share capital/partnership interest as also complete management control.

(xxxixii)The Allottee shall deposit with the Vendors No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the said Bungalow Unit including the documents pertaining to the said Bungalow Unit.

(xxxixiii)Prior consent in writing is obtained from the Vendors regarding the proposed Alienation.

(xxxixiv)Any additional income tax liability that may become payable by the Vendors due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Vendors agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

(xxxixv)After the execution and registration of the Deed of Conveyance, the Allottee may sell the said Bungalow Unit subject to the following conditions:

- a) The said Bungalow Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b) The sale of the said Bungalow Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or in the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom

the Allottee may sell the said Bungalow Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, property and other taxes etc. relating to the said Bungalow Unit payable to the Maintenance Agency, the Authority and other concerned persons/entities are paid by the Allottee in full prior to the proposed sale. Such dues, if any, shall in any event, run with such proposed sale.

(xxxvi) The Open Terrace, if any, appurtenant to the said Bungalow shall have exclusive access from and be attached and appurtenant only to the said Bungalow and shall be exclusively occupied and used by the Allottee for the purpose of private terrace only. The Allottee shall not be entitled to use the same for any other purpose or to make any construction thereon or to cover the same in any manner. The Allottee shall however be entitled to beautify and landscape the same provided however the same must always be fully open to sky without any covering, temporary or permanent. Further the Open Terrace cannot be enclosed by grills save and except the railing provided by the Promoter. The Open Terrace shall form an integral part of the said Bungalow Unit and shall be transferable only as a part of the same and not independently or in any other manner.

(xxxvii) The Vendors and/or their nominees have negotiated for purchase and/or have purchased further lands adjacent to and/or contiguous to the said Land ("**Further Lands**"). Upon completion of purchase, the Further Lands shall be deemed to form part of the Project resulting in increase in land area of the Project. The Vendors shall be entitled to have the Plans modified for making construction on the Further Lands and shall also be entitled to apply for and obtain sanction of new building plans for making construction on the Further Lands. The Vendors shall also be entitled to provide and/or make available the Common Areas as well as the Club constructed on the said Land and all facilities in the said Land to the owners/occupants of the Bungalow Units to be constructed on the Further Lands. The owners/occupants of the Bungalow Units to be constructed on the Further Lands shall also be entitled to become members of the Club constructed on the said Land and shall have similar rights and obligations regarding the same. The Allottee and/or the Association shall not be entitled to interfere with or obstruct or hinder in any

manner the development, construction and/or sale of any of the Bungalow Units to be constructed on the Further Lands and/or to the entitlement that may be granted by the Promoter to the owners/occupants of the Bungalow Units to be constructed on the Further Lands in respect of the Common Areas and the Club constructed on the said Land and all facilities in the said Land as may be granted by the Promoter to them. The Allottee confirms having unconditionally and irrevocably consented to and hereby again unconditionally and irrevocably consents to all provisions relating to Further Lands and the same is and shall be deemed to be the previous written consent, and agrees and undertakes not to create any obstruction or hindrance, directly or indirectly or through the Association regarding the same irrespective of any inconveniences, temporary or otherwise.

(xxxviii) Development of land adjacent to and/or contiguous to and/or accessible through, and / or in the vicinity of the said Land:

- i) The Promoter is desirous of developing other land or lands which are adjacent to and / or contiguous to and/or accessible through and / or in the vicinity of, the said Land, in one or more phases and / or one or more independent developments (“**New Development(s)**”). The Promoter has negotiated/is negotiating with other land owners owning lands adjacent to and/or contiguous to and/or accessible through and / or in the vicinity of the said Land for this purpose. Upon agreements being entered into in respect of such other lands for one or more New Development(s), the Promoter may from time to time apply for sanctioned building plan / revised / modified plan in respect of the said Land and/or the other lands in relation to one or more New Development(s), including applying for a new independent sanctioned plan for a New Development(s). It is clarified that intention of the Promoter to develop such other lands is not an obligation or commitment of the Promoter towards anyone including the Owners and the Allottee but is a right and/or entitlement which may be exercised by the Promoter at its sole option and discretion.
- ii) In respect of the New Development(s), the Promoter shall be entitled to make such constructions, additions, alterations, modifications, etc., inter alia, in the said Land and the Common Areas comprised therein as it may deem necessary including demolishing / removing / constructing any portion of any boundary walls and connecting utilities like water, sewerage, drainage, electricity, telephone, cable, etc. The Promoter shall also be entitled to provide and/or make available the Common Areas as well as the Club constructed on the said Land and all facilities in the said Land to the

owners/occupants of the New Development(s). The owners/occupants of the New Development(s) shall also be entitled to become members of the Club constructed on the said Land and shall have similar rights and obligations regarding the same. The owners/occupants of the New Development(s) shall have an undivided, impartible, proportionate and variable share in the land as comprised in the relevant future New Development, as is attributable to each individual units forming part of such New Development. However, the common areas and utilities developed and provided in the Project by the Promoter (including in the said Land) shall be used and enjoyed by the owners/occupants of the Project as well as any New Development(s) in the manner and as per rules as may be framed by the Promoter and/or the association of the Project from time to time. The Owners, Allottee and/or the Association of the Project shall not be entitled to interfere with or obstruct or hinder in any manner the development, construction and/or sale of any of the New Development(s) and/or to the entitlement that may be granted by the Promoter to the owners/occupants of the New Development(s) in respect of the Common Areas and the Club constructed on the said Land and all facilities in the said Land as may be granted by the Promoter to them. The Promoter shall also endeavour to (but shall not be obligated to) ensure that the common areas and all facilities in the New Development(s) are provided to and / or made available to the Allottees of the Project.

- iii) The Owners and the Allottee confirm having unconditionally and irrevocably consented to and hereby again unconditionally and irrevocably consents to all provisions relating to new Development(s) as elaborated above and the same is and shall be deemed to be the previous written consent, and agree and undertake, jointly and severally, not to create any obstruction or hindrance, directly or indirectly or through the association of the Project regarding the same irrespective of any inconveniences, temporary or otherwise

- (xxxix) Taking into account any extra FAR sanction if any becoming available on account of GREEN BUILDING/Metro/any other sanctionable provision including any unused FSI,, the Allottee agrees that the Vendors is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned sanctioning authorities. However the Vendors can use the FAR only in other phases ,Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said Phase/project including the

staircases, lifts ,entrances , sewerages, drains and others.

- (XL) The Owners and the Promoter have further decided that the aggregate FAR sanctioned for the entire Row House/Bungalow complex/ other structures, by what ever name called, need not be uniformly utilized in all the different projects/ phases and the Promoter may vary the utilization of the sanctioned FAR from phase to phase without exceeding the total sanctioned FAR / total eligible sanction .

- (XLi) This Project will consist of several independent segments, viz (i) Residential Units of different types , which may be changed and varied as per the decision of Promoter. The independent segments are only indicative and may be modified and varied at the option of the Promoter and in the manner prescribed in the Act without changing this phase/project as per the Agreement.

- (XLii) The Promoter will have the right to decide which Block(s) or Building(s) to construct first. The landscape and green areas will only be available on completion of the entirety of the Project as the same may be utilized for construction activities during the construction period.

- (XLiii) After handing over possession of the current project/phase, if the market conditions deteriorate or the title of the Vendors of the land comprised in the subsequent projects/phases is found to be defective the promoter may be forced to restructure the other sanctioned / non - sanctioned phases out of the entire Row House/Bungalow Complex and even consider abandonment of development of further phases but without curtailing the facilities and specifications committed by the Promoter to the Allottee and also delivery within the committed time.

- (XLiv) It is presently envisaged that the First Phase of the entire Residential Complex to be developed , the other phases will be defined by Promoter time to time and the said Entire Row House/Bungalow Complex will be constructed phase-wise wherein each phase will be treated as a distinct Project as per WBRERA.

- (XLv) All The Facilities and Amenities will be mutually shared by all the phases of the entire Row House/Bungalow Complex and with the progression of development of the different phases the common facilities, amenities, roadways, internal pathways,

infrastructure will be shared by each phase, both current and future, as part of a common integrated development. The Common areas , Amenities & Facilities which are the part of the completed project are defined in Schedule –E. The Promoter is creating enough services and infrastructure keeping in mind all the future phases , all the common Facilities and Amenities may not be made available as soon as the initial phases are completed as some of the Facilities will be made available only upon completion of the entire Project and further the Promoter will have the right to shift the situation of a particular Facility from one phase to another for convenience without curtailing the facilities committed to the Allottee and also giving the facilities in committed time . In the absence of local law only, each Phase/Project will have a separate Association of Unit Owners and each Phase/Project will be under the mother/apex association. The mother/apex Association shall synergise all the individual Associations and the formation of the Mother/Apex Association will be progressive and concurrent with the completion of the entire Row House/Bungalow Complex including Future Phases. Till such time the Mother/Apex Association takes over the entire administration, the Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities which is as and when made available for the benefit, use and enjoyment of the Allottees of all phases of the entire complex towards maintenance of common pathways, basic infrastructure etc and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, and common services divided by the area of all phases for which notice of possession has been issued by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession in subsequent phases. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to all the phases. It is further provided that till such time the Mother/Apex Association is formed, the Promoter shall act as the Apex Association and on the formation of the Mother/Apex Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body. It is further provided that in case of completed phases/Incomplete Phases/ Future Extensions, the access rights and all other rights of easement etc shall be provided by the Promoter to the Allottees of all phases mutually through the completed pathways passing through the completed phases and progressing to the incomplete phases and further phases.

(XLvi) Club

- (a) The Promoter shall, subject to grant of necessary Approvals, and as part of the Project, construct a club having diverse facilities, which may include facilities for inter alia recreation, indoor and / or outdoor sports and games, health and fitness activities, leisure activities, hospitality (including providing accommodation, food and / or beverages), etc. (hereinafter referred to as the “**Club**”). The land and areas within the Project which are intended to be used for setting up the Club and its facilities as well as the land and areas appurtenant thereto and/or earmarked therefor (“**Club Land**”) and the Club shall be owned by the Promoter and / or a person or persons nominated by the Promoter, (hereinafter referred to as the “**Club Owner**”), with all rights and authority to name, run, operate, develop and / or make improvements to, the Club, and to transfer the Club and the Club Land to any other person. A person to whom the Club and the Club Land are transferred shall be considered the successor-in-interest of the Club Owner, and shall exercise all rights of the Club Owner and undertake all obligations of the Club Owner. Save and except a right to membership (as set out herein below), on payment of membership fees as per the rules of the club, the Allottees shall not have any right, title or interest in the Club or the Club Land, and the Club or the Club Land shall not form part of the Common Areas, notwithstanding anything to the contrary contained elsewhere in this Agreement. The Club Owner shall have the right, in its sole discretion, to frame and / or establish the rules, regulations, bye-laws and/or Memorandum and Articles relating to the Club, which shall govern inter alia the management, running, operation, membership (including admission, suspension and / or termination thereof) and use of the Club, and shall be binding on all members thereof (“**Club Rules**”).
- (b) A non refundable Membership Fee/Charge of Rs. /-- shall be payable for becoming a member of the Club. All Allottees shall become members of the Club upon payment of the Membership Fee/Charge. The non-refundable Membership Fee/Charge collected from the members of the Club shall belong to and be used in any manner by the Club Owner and the Club Owner shall not be required to account for the same at any time or under any circumstance. The rights and obligations of the Allottees (and all subsequent buyer(s) of the Bungalow Units) as members of the Club shall be governed by and subject to, the Club Rules. There shall be one membership of the Club in respect of each Bungalow. Accordingly, in the event of any Bungalow having more than

one owner, the co-owners thereof shall nominate from amongst themselves one person for such membership. In the event of a Bungalow not being owned by individuals but by a company or partnership firm or Hindu Undivided Family or other body, then one individual shall be nominated by it for membership of the Club.

- (c) In case of transfer of a Bungalow Unit by an Allottee, his /her membership of the Club shall automatically stand terminated and neither any part of the Membership Fee/ Charge nor any compensation or amount shall be refundable, transferable or adjustable or payable. Upon transfer of a Bungalow Unit, membership of the Club shall automatically stand terminated and the buyer of the Bungalow Unit can become a member of the Club as per rules and regulations governing the Membership and club owner may decide in its sole discretion.
- (d) The Club Owner may admit persons other than the Allottees (and / or subsequent buyers of the Bungalow Units) as members of the Club on such terms and conditions and upon payment of such Admission Fee/subscription and/or other charges as the Club Owner may decide in its sole discretion.
- (e) All members of the Club including the Allottee (and / or subsequent buyers of the said Bungalow Unit) shall pay a monthly/periodical subscription to the Club Owner which shall be fixed by the Club Owner from time to time. The Club Owner may also prescribe charges to be paid by the members and/or their guests for use of different Club facilities/activities. The Club Owner may also, in its sole discretion, provide for different categories of membership, with each category having different charges, rights and / or privileges with respect to the Club and its facilities.
- (f) Membership of the Club shall entitle the Allottees (and / or subsequent buyers of the Bungalow Units who becomes the member by opting for the membership as per the rules and regulations) only to use the Club in accordance with the Club Rules and shall not confer any right title or interest in the ownership, management or running of the Club and/or its facilities.
- (g) The ownership, control and management of the Club shall always remain with the Club Owner who shall be entitled to deal with and dispose of the same in any manner whatsoever. The Club shall be managed by the Club Owner either by itself or at its discretion through any managing committee/body consisting of such persons as may be appointed by the Club

Owner.

- (h) An individual member of the Club along with 3 members of his family shall be entitled to use the Club in accordance with the Club Rules. Family of an individual member herein, will mean and consist of the member along with his/her spouse and two children. Provision may be made for taking in additional family members of the member of the Club as Associate Members, inter alia, upon payment of such Membership Fee /Charge that may be fixed from time to time by the Club Owner in respect of Associate Membership. The Associate Membership shall automatically terminate simultaneously with the termination of membership of the member at whose instance the Associate Membership(s) was/were accepted by the Club.
- (i) The Club Owner shall not be required to make any contribution, subscription or payment towards the Maintenance Charges under any circumstances whatsoever. The Club land is not the part of Residents association .
- (XLvii) The obligations of the Vendors under **clauses 7.1 and 7.2** above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price/Agreed Consideration mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.
- (XLviii) In case the Allottee fails to comply with Clause 34 (**XLvii**) above and make all payments or fails to take possession within the time provided in Clause 7.2 above, such Allottee shall be liable to pay a sum calculated at the rate of Rs. 5/- per square feet of built up area of the said Bungalow Unit per month as Holding Charges till the date when actual possession is taken by the Allottee and the Allottee shall continue to be liable to make all payments and shall also be liable to pay Maintenance Charges, property taxes and other outgoings from the date of issuance of the Partial or Full Completion / Occupance Certificate irrespective of possession not being taken by the Allottee and interest at the rate specified in Rule 17 of the Rules shall also be payable on the delayed payment.
- (XLix) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that the Allottee's right to cancel/withdraw his allotment in the Project including under

Clause 7.5 shall be subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law.

- (L) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that the liability of the Vendors to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. It is expressly agreed that the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable under any circumstances in case of any cancellation of this Agreement for any reason including under Clause 7.5 above. The Vendors shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of, sell and/or transfer the said Bungalow to anyone else without any reference to the Allottee after the date of termination.

- (Li) Notwithstanding anything to the contrary contained elsewhere in this Agreement including in Clause 7.6 it is hereby agreed that the liability of the Owners/Promoter to compensate the Allottee in case of any loss caused to him due to defective title of the said Bungalow Land shall arise only if such defective title is known to the Owners/Promoter but has not been disclosed to the Allottee or which the Allottee could not have found out in spite of due diligence and care subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. It is further made clear that under no circumstances shall the Owners/Promoter be liable for any defective title not attributable to the Owners/Promoter and/or for any defect that existed prior to purchase of the said Land by the Owners. The right of the Allottee to withdraw from the Project in terms of Clause 7.5 shall be applicable subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If the Allottee does not withdraw from the Project within 45 (forty five) days of the date specified

in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall be applicable after such 45 (forty five) days and/or shall cease to be valid or have effect. Any interest or compensation payable to the Allottee may be adjusted against the interest receivable by the Vendors from the Allottee for delayed payment in terms of this Agreement.

- 35.** The Owners have entered into the Development Agreement dated 14th September ,2023 registered at the office of the Additional Registrar of Assurances I, Kolkata in Book No. I, Volume No. 1901-2023, Pages 297610 to 297686 , Being No. 190107584 for the year 2023 with the Promoter for the development of the said Land.
- 36.** Pursuant to the Development Agreement, the Owners have executed a Power of Attorney dated 14th September , 2023 registered at the office of the Additional Registrar Assurance – I, Kolkata, in Book No. I, Volume No. 1901-2023, Pages 297965 to 298027, Being No. 190107593 for the year 2023 in favour of the Promoter.
- 37.** The Vendors are desirous to commercially exploit the said Land in one or more phases by getting constructed New Buildings/ Bungalows/Villas /Commercial Mall/Row Houses/Duplex Bungalows/Garages/Car Parking Spaces/other structures, etc. ("Units") on the said Land and selling and/or otherwise transferring the Units and other rights therein , as per plans sanctioned and/or to be sanctioned by the concerned authorities
- 38.** The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.

SCHEDULE 'A'- PLEASE INSERT DESCRIPTION OF THE BUNGALOW AND GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

Part - I

(said Bungalow)

- a. The Said Bungalow, being the ground plus one / two storied Residential Bungalow/ Row House No. _____, having carpet area of _____ square feet, Built up area of _____ square feet more or less, with attached _____(nos) balcony admeasuring of _____ (_____), more or less, along with exclusive right to use the Front Yard area admeasuring _____ square feet (which includes _____Nos (_____) car parking area measuring _____ square feet) and Backyard area admeasuring _____ square feet, also additional sideyard area / backyard area admeasuring _____ square feet appertaining to the aforesaid Said Bungalow / Row house being comprised in the First Phase land , Bungalow / Row house No. _____, which is situated on the First Phase land described in Schedule **Schedule H Part III**.

Part - II

(said Bungalow Land)

All That demarcated portion of the said Land numbered as Bungalow Land No. _____ being a piece or parcel of land and measuring about _____ decimals comprising of (i) about _____ decimals in Dag No. _____, (ii) about _____ decimals in Dag No. _____ and (iii) about _____ decimals in Dag No. _____ under L. R. Khatian No. _____ lying and situate at Mouza Uttarbhag , J. L. No....., within the jurisdiction of ADSR Baruipur , under Ramnagar Gram Panchayat – II, Police Station Baruipur , Post Office Ramnagar, District South 24 Parganas.

The said Bungalow is to be made ready for handing over possession within 60 months from the date of this Agreement with a Grace Period of 6 months unless there is delay due to Force Majeure or reasons beyond control.

ON THE NORTH	By L.R. Dag Nos. 2915 to 3863, 3640,3638 and 3637
ON THE SOUTH	By Baruipur – Canning Road
ON THE EAST	By L.R. Dag Nos. 3655, 3656, 3657, 3658, 3659 and 3693

ON THE WEST	By L.R. Dag Nos. 3029, 3022, 2964, 2918 and 3126
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SCHEDULE 'B' - FLOOR PLAN OF THE BUNGALOW

Attached As Annexure-

SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN

Event of making Payment	Percentage out of the Total Sale Price / Agreed Consideration*
Advance against booking	Udday Villa – Rs Anmol Villa – Rs. Vasant Villa – Rs Swarn Villa – Rs
Booking amount to be paid within 30 days of advance payment against booking	10 per cent less advance against booking
Signing of Agreement	10 per cent
On commencement of ground floor slab	10 per cent
On commencement of first floor slab	10 per cent
On start of brick work	10 per cent

On commencement of plumbing, piping and electrical cabling work	10 per cent
On fixing of door and window frame	10 per cent
On completion of flooring	10 per cent
On completion of internal plaster	10 per cent
On completion of external plaster and finishing	5 per cent
On offer of possession	5 per cent
Total	100 per cent

The Additional Liabilities mentioned in **Part I of Schedule G** and the Deposits mentioned **in Part II of Schedule G** are payable in addition to the Total Price/Agreed Consideration.

* Total Sale Price includes Basic Sale Price, Applicable Preferential Location Charges, External Development Charges also.

SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID BUNGALOW:

(Specifications)

- 1) **Foundation:** R.C.C. as per design
- 2) **Superstructure:** R.C.C. framed structure
- 3) **Wall:** Brick / AAC Block masonry
- 4) **Flooring:** Living & Dining – Vitrified tile finish
- 5) **Bedroom** – Vitrified tile finish
- 6) **Kitchen** - Vitrified tile finish, Granite counter, Stainless steel sink, Designer tiles up to 2 ft dado above counter in kitchen

- 7) **Bathroom** - Anti skid ceramic/rectified floor tiles, Ceramic/rectified tiles dado
- 8) **Doors:** Flush doors with wooden frames
- 9) **Windows:** Aluminium/ U.P.V.C. sliding and casement windows
- 10) **Internal Finish:** Putty finish over plaster on the walls and ceiling
- 11) **External Finish:** Weather resistant paint finish as per Architect's façade design
- 12) **Electrical:** Concealed ISI wiring, Modular switches
- 13) **Sanitary:** High gloss ceramic fittings & C.P. Fixtures
- 14) **Plumbing:** U.P.V.C. plumbing pipes
- 15) **Lift:** Home lift of reputed brand {(Additional Cost) only in Applicable units}
- 16) **Connectivity:** Intercom
- 17) **Power:** 24 hours back-up (at additional cost).
- 18) **Water Supply:** 24 hours water supply.
- 19) **Swimming Pool** – FRP make (Only in Applicable units)

SCHEDULE 'E' - COMMON AREAS, AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT:

1. Central lawn cum festival ground
2. Grass mound
3. Feature plantation
4. Herb garden
5. Sculptural installations
6. Walkway
7. Yoga lawn
8. Tree court temple plaza
9. Stepped planter
10. Lily pond
11. Grass grid pavers
12. Seating alcove
13. Seat cum planter
14. Accent paving at node

15. Speed tables for pedestrian crossing
16. Bicycle track
17. Orchard
18. Yoga lawn
19. Tot-lot area
20. Tree court seating
21. Palm court with reflexology pathway
22. Lotus pond
23. Water body
24. Play court plaza
25. Security cabin
26. Residential entry gate
27. Entry/exit gate, Drive way
28. STP
29. DG Power Back up
30. Transformer Substation
31. Electric Poles, Wires & Cables.
32. Drainage Pits & Solid waste Disposable Pipes
33. Underground water tank & Pump Room
34. Borewalls , Valves & Distribution Pipes

Notwithstanding anything contained above or elsewhere herein the contents of this Schedule are subject to changes by the Promoter and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Promoter under this Agreement. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that neither any of the (i) open and covered spaces in the Project and the said Land that are not included in the Common Areas mentioned in **Schedule E**, (ii) other Bungalows, Bungalow Lands and Bungalow Units in the Project and/or the said Land, (iii) right of further construction on any part of the open land/space comprised in the said Land and/or the said Bungalow Land or raising of any additional floor/storey/construction on the roof of the said Bungalow and/or the roofs of the Bungalow Units, (iv) the Club and the Club Land delineated in **Pink** borders in the site map or plan annexed hereto, and (v) the Commercial Complex, Mall and related area called as Commercial Block Land delineated in **Red** borders in the site map or plan annexed hereto (vi) the roof of the overhead water tanks and lift machine rooms, the parapet walls, (vii) Open terraces on any floors of the Block (viii) the

open/covered/stilt/mechanical Parking spaces of the Block (Save and except the parking space, terraces specifically allotted to the Allottee (ix) the elevation and the exterior of the Block (x) Storage areas (xi) Gardens attached to a Row House/Bungalow (xii) Basement not meant for Common Use (xiii) Any Community or Commercial facility which is not meant for common use (xiv) Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour within the Project, if created, or the Entire Row House/Bungalow Complex (xv) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto are not intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Vendors and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Vendors shall be entitled to use, utilise, transfer, assign, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Vendors in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Vendors. The Allottee shall not have any right to make any construction anywhere in the said Land and/or the said Bungalow Land and/or the Project.

SCHEDULE F- DEFINITIONS

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016;
- (b) **“Additional Liabilities”** shall mean the Additional Liabilities mentioned in **Part-I** of the **Schedule G** hereto all of which are to be paid by the Allottee in addition to the Total Price / Agreed Consideration and shall also include any other additional mounts that may be required to be paid by the Allottee;
- (c) **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule C** payable by the Allottee for purchasing the said Bungalow Unit;
- (d) **“Allottees”** shall, according to its context, mean all Allottees and/or intending Allottees of the Bungalow Units in the Project including the Owners and the Promoter in respect of such Bungalow Units as may be retained and/or not alienated and/or not agreed to be alienated for the time being by the Owners and

the Promoter;

- (e) **“Architect(s)” ARCHITECT** shall mean the Architect appointed or to be appointed from time to time by Promoter for the purpose of planning, designing and supervision of the construction of the Building(s).
- (f) **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Vendors and the representatives of the Allottees and be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (g) **“Authority”** shall mean the South 24 Parganas Zilla Parishad and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;
- (h) **“Booking Amount”** shall mean Rs. _____/- which has been paid by the Allottee for booking of the said Bungalow;
- (i) **“Built-Up Area”** in relation to a Bungalow shall mean the sum of the plinth area of each floor of that Bungalow, including the area of bathrooms, verandahs, balconies, passages, staircase and roof and also the thickness of the walls (external or internal), the columns and pillars therein;
- (j) **“Bungalow” Bungalow** shall mean any residential house having a ground floor and a first floor and or Second Floor (including the Open Terrace, if any, appurtenant thereto and the Car Parking Space, if any, therein) and/or any other covered space in the Project which is built on a Bungalow / Row House Land;
- (k) shall mean any residential house having a ground floor and a first floor (including the Open Terrace, if any, appurtenant thereto and the Car Parking Space, if any, therein) and/or any other covered space in the Project which is built on a Bungalow Land;
- (l) **“Bungalow Land”** shall mean each separated and demarcated plot of land comprised in the said Land capable of being exclusively owned by the Allottees and on which a Bungalow is proposed to be constructed;
- (m) **“Bungalow Unit”** shall mean each Bungalow Land together with the Bungalow that may be constructed thereon as also the right of common use of the Common Areas mentioned in **Schedule E** hereto;

- (n) **“Car Parking Space”** shall mean the open space in the Bungalow Land capable of being used for parking of one or more medium sized car as may be specified;
- (o) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (p) **“Common Expenses”** shall mean all costs and expenses for the management, maintenance and upkeep of the Bungalow Units, the Common Areas and the expenses for Common Purposes including those mentioned in **Schedule J**;
- (q) **“Common Areas”** shall mean the common areas, facilities and installations in the said Land, as may be decided or provided by the Promoter for common use and enjoyment of the Allottees and which are mentioned in **Schedule E** hereto which shall be used and enjoyed in common by all the Allottees Provided
- (r) **“Common Purposes”** shall include the purpose of managing and maintaining the Project, and in particular the Common Areas, rendition of services in common to the Allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Bungalow Units exclusively and the Common Areas in common;
- (s) **Rdb Utsav Phase 1-** Shall mean the project plan for this project duly identified and demarcated and internally bordered in **PURPLE** in the Plan attached herewith and internally marked **“Annex-A”, The Details of Dag no and area as Schedule H Part III.**
- (t) **“Future Phase”**_of a Real Estate Project means all present & future area which can be identified by the Promoters as a distinct phase consisting of a cluster of Row Houses, Banglows and any other types of cluster as the Promoters deems fit and plan to construct.
- (u) **“Date of Possession”** shall mean the date on which the Allottee is handed over possession of the said Bungalow Unit;
- (v) **“Deed of Conveyance”** shall mean the Deed of Conveyance to be executed by the Vendors in favour of the Allottee in respect of the said Bungalow Unit upon the Allottee complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;

- (w) **“Deposits”** shall mean the amounts mentioned in **Part-II** of the **Schedule G** hereto and to be deposited by the Allottee and shall also include any other amount that the Allottee may be required to deposit;
- (x) **“Development Agreement”** shall mean and include the Development Agreement dated 14th September , 2023 registered at the office of the Additional Registrar of Assurances I, Kolkata in Book No. I, Volume No. 1901-2023, Pages 297610 to 297686 , Being No. 190107584 for the year 2023 executed by and between the Owners and the Promoter relating to development of the said Land and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time as also all documents executed pursuant thereto, including Powers of Attorney;
- (y) **“Power of Attorney”** shall mean and include Power of Attorney dated 14th September, 2023 registered at the office of the Additional Registrar Assurance – I, Kolkata, in Book No. I, Volume No. 1901-2023, Pages 297965 to 298027, Being No. 190107593 for the year 2023 in favour of the Promoter.
- (z) **FSI OR FLOOR SPACE INDEX** shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force.
- (aa) **“Maintenance Agency”** shall mean the Promoter itself or any entity appointed by the Promoter at its sole discretion and option for the Common Purposes and shall mean the Association upon its formation;
- (bb) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (cc) **“Open Terrace”** shall mean the open terrace areas, if any, comprised in any Bungalow;
- (dd) **“Plan/Plans”** shall mean the plans of the Bungalow Units that have been sanctioned by the South 24 Parganas Zilla Parishad vide Building Plan No.908/1038/KMDA DATED 23.03.2024 and/or such other plans that may be sanctioned and approved by the Authority and/or which may be finally revised/approved/sanctioned by the Authority and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) and shall also include the variations, modifications,

alterations and changes therein that may be made by the Vendors, if any, as well as all revisions, renewals and extensions thereof, if any;

- (ee) **“Project”** shall mean the work of development of the said Land by the Promoter, construction and completion of the Bungalow Units, making any additional/further constructions on the said Land other than Bungalow Units, marketing and transfer of the Bungalow Units, additional/further constructions and other rights, handing over of possession of the completed Bungalow Units and additional/further constructions by the Promoter and execution and registration of the Deeds of Conveyance in respect of the Bungalow Units and additional/further constructions;
- (ff) **“Project Consultants ”** shall mean Etax Advisory LL, Project Consultants who have been appointed by the Promoter and have prepared this Agreement and also shall prepare all legal documentation regarding the development, construction, sale and transfer of the said Land, and the Bungalow Units and additional/further constructions therein, including the Deeds of Conveyance;
- (gg) **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (hh) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Vendors shall be entitled in case of any default or breach by the Allottee;
- (ii) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (jj) **“Said Bungalow”** shall mean the Bungalow (including the Open Terrace, if any, appurtenant thereto and the Car Parking Space, if any, therein) described in **Part I of Schedule A** hereto;
- (kk) **“Said Bungalow Land”** shall mean the Bungalow Land described in **Part II of Schedule A** hereto being a portion of the said Land, which portion is being agreed to be sold to the Allottee;
- (ll) **“Said Bungalow Unit”** shall mean the said Bungalow Land, the said Bungalow (including the Car Parking Space, if any, therein) and the right of common use of the Common Areas mentioned in **Schedule E** hereto;
- (mm) **“Said Land”** shall mean the piece and parcel of several land parcels including but not limited to land measuring about 42.13 Acres, more or less, comprised in several Dags , all lying and situated at Mouza Uttar Bhag, J. L. No. 113, within the

jurisdiction of ADSR Baruipur, under Ramnagar I & II Gram Panchayat, Police Station Baruipur, Post Office Ramnagar, District South 24 Parganas.

- (nn) “**Section**” means a section of the Act;
- (oo) “**Sinking Fund**” shall mean the Fund comprising of the amounts to be paid / deposited and/or contributed by each Allottee, including the Allottee herein, towards sinking fund which shall be held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
- (pp) **Masculine Gender** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

SCHEDULE G PART I –ADDITIONAL LIABILITIES

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to pay the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Legal Fees, Stamp Duty and Registration Costs: fees of Etax Advisory LLP , (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The fee is Rs.20,000/- (Rupees Draft Allotment Letter). 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the Date of possession notice.
- (ii) Stamp duty, registration fees, fixed miscellaneous expenses of Rs.5,000/- (Rupees five thousand) for each registration and all other fees and charges, if any, shall be borne by the Allottee and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoter, who shall do all accounting with the Legal Advisors.
- (iii) Electricity: obtaining HT/LT electricity supply from the supply agency, which is Rs. 1,20,000/- for the Said Bungalow, to the Promoter.
- (iv) Generator: stand-by power supply to the Said Bungalow from diesel generators, @ Rs.25,000/- (Rupees twenty five thousand) per 1 (one) KVA, to the Promoter
- (v) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Bungalow Unit in favour of the Allottee.

- (vi) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Bungalow, and/or the agreed Specifications, including the costs, charges and expenses for revision/registration/regularisation of the Plans in relation to the said Bungalow.
- (vii) Maintenance Charges for Common Areas: the proposed monthly maintenance charge will be fixed prior to issuance of Possession Notice. Common Area Maintenance (CAM) deposit @ Rs..... /- (Rupees) per square feet on built-up area of the Said Bungalow.
- (viii) The Allottee shall bear and pay separately all the expenses (including the security deposit) payable to West Bengal State Electricity Distribution Company Limited for his/her separate meter.
- (ix) The Allottee shall bear Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the said Land or the Bungalow Units or the construction in terms hereof.
- (x) The Allottee shall bear Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Project and/or the said Land by the Promoter.
- (xi) Proportionate costs, charges and expenses for formation of the Association.
- (xii) Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.

PART II –DEPOSITS

(a)	Deposit for Sinking Fund payable by the Allottee at the rate of Rs._/- per square feet of Built-up Area of the said Bungalow.
(b)	Property Tax Deposit to be estimated at the time of possession.
(c)	Deposit for electric supply/individual meter for the said Bungalow as per actuals payable to the electricity supply authority.
(d)	Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The Deposit under Item Nos. (a) and (b) shall be paid by the Allottee to the Promoter within 15 days of Notice for Possession without raising any objection whatsoever regarding the same. The Deposit under Item Nos. (c) and (d) shall be paid by the Allottee to the Promoter within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable, on the above amounts shall be paid by the Allottee in addition to the above.

SCHEDULE H

Part- I “SAID LAND”

ALL THAT several land parcels including but not limited to land measuring about 42.13 Acres, more or less, comprised in several L. R. Dag Nos. including but not limited to L.R. Dag Nos. 2916, 2917, 2965,, 2966, 2967, 2968, 2969, 2970, 2971, 2972, 2973, 2974, 2975, 2976, 2977, 3023, 3024, 3025, 3026, 3027, 3028, 3027/3134, 3641, 3642, 3643, 3644, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3652, 3653, 3654, 3660, 3661, 3662, 3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3671, 3672, 3673, 3675, 3676, 3677, 3678, 3679, 3681, 3682, 3672/3851, 3645/3852, 3682/3864, 3682/3865 and 3682/3866, corresponding to several R.S. Dag Nos. including but not limited to R.S. Dag Nos. 923, 1481, 1711, 937, 826, 758, 585, 824, 847, 585,

929, 1645, 815, 985, 818, 1469, 1654, 683, 826, 924, 792, 747, 1465, 949, 675, 816, 786, 752, 784, 938, 1471, 675, 957, 818 and 815, under several L. R. Khatian Nos. including but not limited to 4330, 4342, 4329, 4953, 4439, 4810, 4891, 4368, 4976, 4884, 4820, 4981, 4811, 4819, 4786, 4343, 4883, 4983 and 4438, all lying and situated at Mouza Uttar Bhag, J. L. No. 113, within the jurisdiction of ADSR Baruipur, under Ramnagar I & II Gram Panchayat, Police Station Baruipur, Post Office Ramnagar, District South 24 Parganas and butted and bounded in the following manner:

On the North :

By L.R. Dag Nos. 2915 to 3863, 3640, 3638 and 3637;

On the East:

By L.R. Dag Nos. 3655, 3656, 3657, 3658 ,3659,and 3693:

On the South :

By Baruipur – Canning Road

On the West:

By L. R. Dag Nos. 3029, 3022, 2964, 2918 and 3126.

OR HOWSOEVER OTHERWISE the same may be butted. bounded, called, known, numbered, described or distinguished.

The respective land area comprised in each of the above Dags is mentioned in the table below.

Part- II
“DETAILS OF DAG & KHAITAN NO”

The respective land area and L.R. Khatians comprised in each of the Dags along with Deed No. is mentioned in the table below:

S.N	L.R. DAG NO.	L.R. KH. NOS.	PURCHASED LAND AREA OF THE DAG (IN DEC.)	Deed No
1	2916	4330	80	00804 for the year 2013, Baruipur
2	2917	4330	50	03805 for the year 2013, Baruipur
		4330	58	33 Dec - 03775 for the year 2013, Baruipur 50 Dec 00805 for the year 2013, Baruipur
		4342	33	04931 for the year 2013, Baruipur
3	2965	4329	41	10452 for the year 2013, Baruipur
4	2966	4329	82	41 Dec- 09059 for the year 2012, Baruipur 41 Dec -09179 for the year 2012, Baruipur
5	2967	3256	13	6 dec - 09059 for the year 2012, Baruipur 7 Dec 09179 for the year 2012, Baruipur
		4329	27	10460 for the year 2012, Baruipur
6	2968	4329	15	10048 Foor the Year 2012, Baruipur
7	2969	4329	22	11 Dec 09806 for the year 2012, Baruipur 11 Dec 09794 for the Year 2012, Baruipur
8	2970	4342	37	08910 for the year 2013, Baruipur
9	2971	4342	34	08910 for the year 2013, Baruipur
10	2972	4329	17	09060 for the year 2012, Baruipur

11	2973	4329	18	09057 for the year 2012, Baruipur
12	2974	4330	34	00767 for the Year 2013, Baruipur
13	2975	4329	10	10461 for the year 2012, Baruipur
		4953	3	160307780 for the year 2021, Alipore
		4983	3	160307779 for the year 2021, Alipore
		4983	3	160307781 for the year 2021, Alipore
14	2976	4330	17	00797 for the year 2013, Baruipur
15	2977	4329	103	18.5 dec -09806 for the Year 2012, Baruipur 18.5 dec -09794 for the Year 2012, Baruipur 66 dec -09619 for the year 2012, Baruipur
16	3023	4329	15	8 Dec 10457 for the year 2012, Baruipur 7 Dec 10454 for the year 2012, Baruipur
17	3024	4329	57	57 dec -09606 for the year 2012, Baruipur
		4439	11	11 Dec 161101009 for the y 2021, Baruipur
18	3025	4329	12	12 Dec -09807 for the year 2012, Baruipur
		4330	15	15 Dec - 04928 For the year 2013, Baruipur
		4810	2	2 dec -161107999 for the year 2019, Baruipur
		4891	1	1 dec -161108407 for the year 2019, Baruipur
19	3026	4330	22	00768 for the year 2013, Baruipur
20	3027	4368	59	09855 for the Year 2013, Baruipur
21	3028	4329	41	09603 for the year 2012, Baruipur
22	3027/3134	4368	26	09855 for the Year 2013, Baruipur
23	3641	4330	65	49.5 Dec 00798 for the Year 2013, Baruipur 15.00 dec 00794 for the year 2013, Baruipur

		4329	41	10462 for the year 2012, Baruipur
24	3642	4329	46	29.50 dec -09788 for the year 2012, Baruipur 16.5 Dec 10451 for the year 2012, Baruipur
25	3643	4330	38	00807 for the year 2013, Baruipur
26	3644	4329	19	9.5 Dec 09794 for the year 2012, Baruipur 9.5 Dec 09806 for the year 2012, Baruipur
27	3645	4329	84	10453 for the Year 2012, Baruipur
28	3646	4329	27	09058 for the year 2012, Baruipur 00806 for the year 2013, Baruipur 161108407 for the year 2019, Baruipur 161107999 for the year 2019, Baruipur
		4330	26.8	
		4810	2	
		4891	7.2	
29	3647	4330	9	5 dec Each 04910 & 04911 for the year 2013, Baruipur 53 dec 09856 for the year 2013, Baruipur 6 Dec 08947 for the year 2013, Baruipur 7 dec 08906 for the year 2013, Baruipur
		4368	59	
		4820	6	
		4884	7	
		4976	50	
30	3648	4329	82	10459 for the year 2012, baruipur
31	3649	4330	75	00795 for the year 2013, Baruipur
32	3650	4329	50	10455 for the year 2012, Baruipur 15 Dec -00796 for the year 2013, Baruipur 70 Dec -00766 for the year 2013, Baruipur
		4330	85	
33	3651	4330	123	27 Dec -00799/2013, 47 dec -04910/13 47 Dec -04911/13- Baruipur 08906 for the year 2013, Baruipur
		4368	10	

		4820	2	08947 for the year 2013, Baruipur
		4981	10	
34	3652	1308	25	7.25 Dec -161101657 of 2016, Baruipur 14.50 Dec -161101655 of 2016, Baruipur
		4439	50	
		4811	25	
35	3653	4329	24	10458 of the year 2012, Baruipur
36	3654	663	4	10456 of the year 2012, Baruipur 8.25 Dec -19794 /2012, 8.25 Dec -09806 of 2012, Baruipur 92 Dec -00945 /2013, 92 Dec -0944/2013, 91Dec 00943/2013, Baruipur 09857 of year 2013, Baruipur
		4278	13	
		4329	31	
		4330	275	
		4368	33	
37	3660	4330	77	00803 of the year 2013, Baruipur
38	3661	4342	25	8.25 Dec -10098/2013, 8.25 Dec- 08909/2013, Baruipur 16.50 Dec 08912/2013 Baruipur 01201 of the year 2014, Baruipur
		4368	8	
39	3662	4330	41	00803 of the Year 2013, Baruipur
40	3663	4819	122	04150 of the year 2014, Baruipur
41	3664	4330	70	00800 of the Year 2013, Baruipur 04918 of the year 2013, Baruipur
		4342	70	
42	3665	1196	5	Pending with ADSR , Baruipur

		2226	5	
		2314	5	
		2324/1	5	
		2477	5	
43	3666	4342	17	5.75 dec-08909 /2013, 5.75 Dec 01201/ 2014- Baruipur 11.50 Dec -08912 /2013 , Baruipur
		4368	6	
44	3667	4342	51	04930 of the year 2013, Baruipur
45	3668	4342	2	04930 of the year 2013, Baruipur
46	3669	4342	42	04930 of the year 2013, Baruipur
47	3670	4329	168	09793 of the year 2012, Baruipur
48	3671	4330	250	100 Dec - 00801 of the year 2013, Baruipur 100 Dec 00802 of the year 2013, Baruipur 50 Dec 00767 of the year 2013, Baruipur
49	3672	4329	157	81 Dec -09061/2012, Baruipur 75.25 -10022/2012 , Baruipur
50	3673	4329	8	09793/2012, baruipur
51	3675	4342	40	40 Dec -8908/2013 , Baruipur 33.75-10099/2013, Baruipur 6.75 Dec 161101658, 2016 Baruipur
		4439	8	
		4786	33	
52	3676	4342	56	08905 of the year 2013, Baruipur 20.25 Dec -10099 of the year 2013, Baruipur 21 dec -161102102 , 4.05 -161101658/ 16, Baruipur
		4439	25	
		4786	20	
53	3677	4343	105	52.5 Dec 04927 /2013 ,Baruipur

				52.50 Dec 04929 /2013 Baruipur
54	3678	4329 4330 4810 4883	50 60 7 2	09807/2012, Baruipur 04928/2013 Baruipur 161107999/2019, baruipur 161108407 /2019, baruipur
55	3679	4330	8	00769/2013 , Baruipur
56	3681	4368	10	09855/ 2013, Baruipur
57	3682	4329	17	09602/2012 Baruipur
58	3672/3851	4329 4330 4983	135 65 2	67 Dec -09785/ 2012, Baruipur' 67 Dec -09605/2012, Baruipur 67 Dec -04912/2013, Baruipur
59	3645/3852	4329	15	10048/2012, Baruipur
60	3682/3864	4329	16	09603/2012 Baruipur
		4438	1	09603/2012, Baruipur
61	3682/3865	4329	16	09602/2012, Baruipur
62	3682/3866	4329	18	09603/2012, Baruipur
		TOTAL	4213	

Part- III
“First Phase Land”

S N	L.R. DAG NO.	AREA OF PHASE-1	
		IN SQ.FT.	IN DEC.
1	2965	11514	26.65

2	2966	20969	48.53
3	2967	11273	26.09
4	2968	1352	3.13
5	2976	7227	16.73
6	2969	1845	4.27
7	2975	8572	19.84
8	2970	9590	22.20
9	2971	8061	18.66
10	2972	398	0.92
11	2973	6726	15.57
12	3644	219	0.51
13	3645/3852	1103	2.55
14	2974	12724	29.45
15	2977	18900	43.75
16	3671	12386	28.67
17	3672	46015	106.51
18	3024	11207	25.94
19	3672/3851	41679	96.47

20	3025	991	2.29
21	3678	39714	91.92
TOTAL		272462	630.64

SCHEDULE I – ALLOTTEE’S COVENANTS & HOUSE RULES

1. The Allottee has agreed undertaken and covenanted to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Bungalow Unit for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
 - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
 - d) use and occupy the said Bungalow Unit only for residential purposes and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the said Bungalow Unit and/or the said Land or on any portion thereof;
 - e) use the Common Areas mentioned in **Schedule E** without causing any hindrance or obstruction to other Allottees and occupants of the Bungalow Units;
 - f) keep the said Bungalow Unit and sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Bungalow Units in the said Land in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Bungalow Units;
 - g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Bungalow or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the said Bungalow and/or the other Bungalow Units;
 - h) maintain and/or remain responsible for the structural stability of the said Bungalow and not to do anything which has the effect of

affecting the structural stability of the said Bungalow;

- i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Bungalow Unit of men, materials and utilities;
- j) sign and deliver to the Promoter/WBSEDCL all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Bungalow Unit from the West Bengal State Electricity Distribution Company Limited (WBSEDCL) in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the request and cost of the Allottee a temporary electric meter in or for the said Bungalow Unit and the Allottee shall pay all monthly charges for electricity shown by such meter as consumed in or relating to the said Bungalow Unit;
- k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Bungalow only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Allottees. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the said Bungalow, the said Land and outside walls of the said Bungalow save in the manner indicated by the Promoter/Association (upon formation);
- l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the said Land proportionately and the said Bungalow Unit wholly and the same shall initially be payable to the Maintenance Agency;
- m) pay property and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Bungalow Units and the said Land proportionately and the said Bungalow Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Bungalow Unit until the same is assessed separately by the Authority;
- n) pay for other utilities consumed in or relating to the said Bungalow Unit;
- o) allow the other Allottees the right to easements and/or quasi-easements;
- p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, property taxes, land

revenue and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

- q) to make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Allottee to the Vendors, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement;
- r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. the Allottee has agreed and covenanted:

- a) not to damage, demolish or cause to be damaged or demolished the said Bungalow or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, or any portion of the said Bungalow Unit and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- c) not to put any nameplate or letter box in the Common Areas or on the outside walls of the said Bungalow save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Allottee to put a decent nameplate at the space designated for such purpose by the Promoter on the boundary walls of the said Bungalow Unit;
- d) not to put any neon-sign or board in the Common Areas or on the outside walls of the said Bungalow under any circumstances whatsoever;
- e) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Bungalow or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Bungalow or the Bungalow Units under any circumstance;
- f) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Bungalow or any part of the Bungalow Units or the said Land or may cause any increase in the premium payable in respect thereof;
- g) not to make or permit or play any disturbing noises or loud sounds or music in the said Land or do or permit anything to be

done therein which will interfere with the rights comfort or convenience of other occupiers of the Bungalow Units and/or disturb them;

- h) not to claim any right, title, interest, or entitlement whatsoever in
 - (i) open and covered spaces in the Project and the said Land that are not included in the Common Areas mentioned in **Schedule E**,
 - (ii) other Bungalows, Bungalow Lands and Bungalow Units in the Project and/or the said Land,
 - (iii) right of further construction on any part of the open land/space comprised in the said Land and/or the said Bungalow Land or raising of any additional floor/storey/construction on the roof of the said Bungalow and/or the roofs of the Bungalow Units,
 - (iv) the Club and the Club Land delineated in **Pink** borders in the site map or plan annexed hereto, and
 - (v) the Commercial Complex, Mall and related area called as Commercial Block Land delineated in **Red** borders in the site map or plan annexed hereto
 - (vi) the roof of the overhead water tanks and lift machine rooms, the parapet walls,
 - (vii) Open terraces on any floors of the Block
 - (viii) the open/covered/stilt/mechanical Parking spaces of the Block (Save and except the parking space, terraces specifically allotted to the Allottee
 - (ix) The elevation and the exterior of the Block
 - (x) Storage areas
 - (xi) Gardens attached to a Row House/Bungalow
 - (xii) Basement not meant for Common Use
 - (xiii) Any Community or Commercial facility which is not meant for common use
 - (xiv) Daily convenience Store with Milk, fruits, vegetables and other

edibles, Beauty Parlour within the Project, if created, for the Entire Row House/Bungalow Complex.

- (xv) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto are not intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Vendors and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Vendors shall be entitled to use, utilise, transfer, assign, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Vendors in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Vendors.
- (xvi) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association.
- (xvii) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation.
 - i) Not to decorate the exterior of the Bungalow Units otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Bungalow Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Bungalow Units or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Bungalow Units and/or the said Land;
 - (j) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings or in any other common areas or installations of the Bungalow Units and the said Land and to deposit the same in such place only in the said Land and at such time and in such manner as the Maintenance Agency may direct;

- (k) not to store or allow anyone to store any equipment goods materials articles or things in or around the Common Areas or installations of the Project;
- (l) not to plant any trees in or around the Common Areas or installations of the Project;
- (m) not to use or allow anyone to use the Common Areas for any private or public worship and/or any gathering and/or any function;
- (n) not to store in the said Bungalow Unit or any part of the said Land any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the said Land or any part thereof and/or the said Land and/or any neighbouring property to any risk of fire or any accident;
- (o) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Bungalow Units in the said Land;
- (p) not to make any construction or raise any additional floor/storey/construction on the roof of the said Bungalow and/or on the roofs of the Bungalow Units and not to claim any right over and/or in respect of any open land at the said Land or in any other open or covered spaces of the Bungalow Units and the said Land reserved or intended to be reserved by the Vendors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;
- (q) not to object to or hinder sanction of further/additional constructions and the Allottee shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;
- (r) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or transfer of the Bungalow Units by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Bungalow Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Bungalow Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;

- (s) not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the transferees/purchasers and occupiers thereof in respect of the Common Areas;
- (t) not to shift or obstruct any windows or lights in the said Bungalow or the Bungalow Units and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Bungalow without the prior consent in writing of the Promoter and/or the Association;
- (u) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Bungalow;
- (v) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- (w) not hang or cause to be hung clothes from the balconies of the said Bungalow;
- (x) not to permit any new window, light, opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Bungalow without the prior consent in writing of the Promoter and/or the Association;
 - aa) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, within the said Bungalow;
 - bb) not to use the said Bungalow Unit for any purpose save and except for residential purposes and not to use the said Bungalow Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the said Land;
 - cc) not to do any addition, alteration, structural changes, construction or demolition in the said Bungalow Unit without prior written permission from the Authority and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement;

- dd) not to make any claim of any nature whatsoever in respect of the said Land other than the said Bungalow Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;
- ee) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the said Bungalow and/or the said Bungalow Unit and shall not project anything out of any window of the said Land;
- ff) not to keep or harbour any bird or animal in the Common Areas of the said Land;
- gg) not to make claim of any right of pre-emption or otherwise regarding any of the other Bungalow Units or any portion of the said Land;
- hh) not to install any air-conditioner except at the designated place shown by the Promoter and at no point of time to change the position, cabling, vents and/or arrangement for the air-conditioner without prior written consent of the Promoter;
- ii) not to install any external wires or cables that may be visible outside the said Bungalow;
- jj) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- kk) not to subdivide the said Bungalow Unit;
- ll) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the other Bungalow Units and the said Land not forming part of the Common Areas;
- mm) not to carry on or permit to be carried on at the said Bungalow Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Allottees /occupiers of the said Land and/or the neighbourhood;
- nn) not to use the said Bungalow Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Vendors to any liability under environmental laws or any other laws;
- oo) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their

transferees/purchasers in respect of other Bungalow Units;

- pp) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement; and
 - qq) not to change the Project name and its logo under any circumstances whatsoever.
3. The Allottee agrees, undertakes and covenants not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the said Land or concerning the development, construction or completion of the said Land including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Bungalow Unit or any portion of the said Land.
 4. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Services Tax) under any statute or regulation on the said Land, the Bungalow Units and/or the said Bungalow Unit or on the construction or transfer of the said Bungalow Unit or any portion thereof (whether payable to the concerned authority by the Vendors or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Bungalow Unit and proportionately in respect of the said Land and the Project, without raising any objection thereto. The Promoter and/or the Owners shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the Owners and/or the concerned authority.
 5. The Allottee shall have no connection whatsoever with the other Allottees and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Vendors for fulfilment of the Allottee's obligations irrespective of non-compliance by any other Allottee.
 6. The Allottee shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the said Land or any part of the Bungalow Units or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Vendors and the Maintenance Agency

indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

7. The transaction contemplated herein is a single transaction of sale and purchase of the said Bungalow Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto 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 hereto that in the event any of the Vendors is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of this Agreement or the sale of the said Bungalow contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Bungalow Unit.
8. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.
9. In case of any deviation, breach, violation or default of Clauses 1(a) to 1(r) and Clauses 2(a) to 2(qq) of Schedule I the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs.____/- () per square feet of the built up area of the said Bungalow together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter.

SCHEDULE J - COMMON EXPENSES

1. **Association:** Establishment and all other capital and operational expenses of the Association. All expenses and outgoings for preparation and registration of Deed of Transfer for transfer of undivided proportionate title in the Common Areas including the said Land in favour of the Association including stamp duty, registration fees, legal fees, incidental expenses, etc.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.

3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the said Land, including the exterior or interior (but not inside any Bungalow Unit) walls of the Bungalow Units.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the said Land, including generator, changeover switches, CCTV, if any, EPABX, if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the said Land.
7. **Rates and Taxes:** Property tax, land revenue, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Bungalow Units and/or the said Land save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.
9. **Management Fees.**
10. **General & Out Pocket Expenses:** All other expenses and/or outgoing including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

THE SCHEDULE-K ABOVE REFERRED TO (RESERVED RIGHTS)

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

- (1) The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building/Complex in and through the appropriate conduits/trenches and through any structures of a similar

- use or nature that may at any time be constructed in, on over or under the building.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter , in its sole discretion deems necessary or appropriate.
 - (3) The right of non-exclusive easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Row House/Bungalows and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
 - (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, etc.
 - (5) Until the sale and transfer of all the Row House/Bungalows the promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Vendor to market the Row House/Bungalows and also the right to place signs in and around the common areas for marketing .
 - (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies .
 - (7) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.
 - (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.

- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Promoter may think fit and proper.
- (11) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required through under or over the Said land and/or Row House/Bungalow
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the **any** Building **block** notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15) The Promoter shall retain for itself , its successors and assigns including all of the Row House/Bungalow Owner, a non- exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Row House/Bungalows and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (16) The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and

under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Row House/Bungalow.

- (17) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the common roof and the identified wall surfaces within the Project.
- (18) Such other rights supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Row House/Bungalow or necessary for the exclusive use or enjoyment thereof by the Row House/Bungalow Owners/Lessees with each other subject however to the other conditions herein.
- (19) The Promoter reserves the right to allot available Parking space in one phase of the Row House/Bungalow Complex to any Allottee of a Unit in any other phase of the Complex.

SCHEDULE L

RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- b) The Maintenance Charges payable by the Allottee with effect from the date of issue of the Partial or Full Completion / Occupancy Certificate shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. ____/- per square feet of built-up area per month for the said Bungalow together with applicable Goods and Services Tax.
- c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.
- d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance

SIGNED AND DELIVERED BY THE
WITHIN NAMED PROMOTER:

Signature _____

Please affix Photographs and sign across the photograph

SIGNED AND DELIVERED BY THE
WITHIN NAMED OWNERS:

Signature _____

Please affix Photographs and sign across the photograph

At Kolkata on in the

presence of : WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

