

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") executed on this _____ day of _____ 20__

BETWEEN

ARRJAVV FARMS AND PROJECT LLP (PAN ABUFA3192N); LLPIN: AAV-9902) a Limited Liability Partnership registered under the provisions of the Limited Liability Partnership, 2008 having its Registered Office at No. 54A, Sarat Bose Road, P.O. Sarat Bose Road, Police Station-Ballygunge, Kolkata 700025, represented by its Designated Partner Mr. Harsh Kumar Jain, (PAN ACLPJ5319A); Aadhaar No. 623358749223), son of Mr. Mahendra Kumar Pandya, by occupation Business, residing at No. 34/1V, Ballygunge Circular Road, P.O. Sarat Bose Road, Police Station Ballygunge, Kolkata 700019 hereinafter referred to as "the **PROMOTER / OWNER-CUM-DEVELOPER" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and interest, nominees and/or assigns) of the **FIRST PART****

ARRJAVV FARMS AND PROJECT LLP



Partner/Authorised Signatory

AND

1. **BALAJI CONSTRUCTION PRIVATE LIMITED (PAN AACCB3820C; CIN: U70200WB2004PTC097791)**, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No. 82, Bentick Street, P.O. GPO, Police Station Bowbazar, Kolkata 700001, represented by its Director Mr. Mayank Jajodia, (PAN AESPJ0291G); Aadhaar No. 557696248334), son of Mr. Mahesh Kant Jajodia, by occupation Business, residing at No. 5, Bentick Street, Lalbazar, P.O. GPO, Police Station Bowbazar, Kolkata 700001.

2. **NIRMALKUNJ REAL ESTATE PRIVATE LIMITED (PAN AAECN4620Q); CIN: U45400WB2013PTC194127)**, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No. 54A, Sarat Bose Road, P.O. Sarat Bose Road, Police Station-Ballygunge, Kolkata 700025, represented by its Director Mr. Harsh Kumar Jain, (PAN ACLPJ5319A); Aadhaar No. 623358749223), son of Mr. Mahendra Kumar Pandya, by occupation Business, residing at No. 34/1V, Ballygunge Circular Road, P.O. Sarat Bose Road, Police Station Ballygunge, Kolkata 700019.

3. **Mr. Mahendra Kumar Pandya (PAN AFMPP1399G) (AADHAR 269336483748)**, Son of Sri Hiralal Jain, residing at No. 34/1V, Ballygunge Circular Road, P.O. Sarat Bose Road, Police Station Ballygunge, Kolkata 700019;

-all hereinafter collectively referred to as "the **OWNERS / LAND OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office) of the **SECOND PART**

AND

_____ hereinafter referred to as "the **ALLOTTEE / PURCHASER**" of the **THIRD PART**:

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

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners and the Promoter collectively are for the time being seized and possessed of and/or otherwise well and sufficiently entitled to **All Those** the pieces and parcels of land containing an area of **3172 Decimals (i.e. 31.72 Acres)** more or less situate lying and comprised in various Dags, recorded in various Khatians, in Mouza Samali, J.L. No.23, under Rasapunja Gram Panchayat, P.S. Bishnupur, District South 24 Parganas, West Bengal,

(fully described in the **First Schedule** hereunder written and hereinafter for the sake of brevity called "the **said Premises / said Property**").

Devolution of title in respect of the said Premises is mentioned in the **Sixth Schedule** hereunder written;

It is clarified that wherever the context permits or intends, the term "Owners / Land Owners" shall include the Promoter / Owner-cum-Developer, who is also owning some parts of and/or share in the land comprised in the said Premises / said Property.

The said Property is the aggregate of the properties owned by all of the Land Owners and the Promoter / Owner-cum-Developer abovenamed, which are all contiguous and/or adjacent parcels of land and intended to be developed as a single development.

- C. By and in terms of the Development Agreement (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said Premises is earmarked for the purpose of plotted development of agricultural plots of land a Project and the said Project shall be known as **ARRJAVV BAREFOOT** (as hereinafter defined).
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Premises on which the Project is to be developed have been completed;
- F. The Rasapunja Gram Panchayat has granted the commencement certificate to develop the Project vide approval dated _____ bearing no._____.
- G. The Promoter has obtained the final layout plan approvals for the Project from Rasapunja Gram Panchayat as mentioned in the Definition No._____ (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No._____ (being the definition of Plan) hereinbelow.
- H. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) (Act No.16 of 2016) with the Real Estate Regulatory Authority at _____ on _____ under Registration No._____.
- I. The Allottee had applied for allotment of a Plot in the Project vide application no._____ dated _____, and has been allotted the **said Plot**, as hereinafter defined, described in the **SECOND SCHEDULE**, details also mentioned hereinbelow:

All That the Plot (being agricultural plot) **bearing No.** _____ having an area of _____ Cottahs _____ Chittacks _____ Square Feet more or less, **Together With** the right of user and enjoyment of the Common Areas Installations and Facilities at the said Premises described in the **First Schedule** and shown in the **Plan** annexed hereto, duly bordered thereon in **"Red"**.

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Plot as specified in para-I above;
- N. The Allottee has examined and got himself fully satisfied about the title of the Land Owners to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also seen and inspected the Development Agreement and all other documents related to the Project and fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder, including as regards sale of the said Plot, and agrees and covenants not to raise any objection with regard thereto.

The Allottee has also inspected the Sanction Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto.

The Allottee is aware that the Promoter may undertake development of the Land in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed;

The Allottees of Plot in any one phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners of the Plot and other spaces located in all the phases and also Future Phases, as applicable

The Allottee further agrees and consents to the fact that sale and transfer will be of Agricultural Plots of land as presently recorded, with liberty to the Allottees to mutate and convert after sale is completed and build their own houses / dwellings / bungalows on such terms and conditions as may be prescribed by the Promoter from time to time.

The Allottee is also aware that all sales of Plots will be on "as is where is and whatever there is basis and without any recourse against the Owners"

It is expressly agreed understood and clarified that at any time hereafter, the Promoter / Land Owners shall be absolutely entitled to enter into any agreement or arrangement with the owners / occupiers / developers of adjoining / nearby properties on such terms as be agreed by and between the Promoter / Land Owners with the owners / occupiers / developers of such adjoining properties. In such event, the land comprised in the adjoining / nearby properties alongwith the land comprised in the said Project / said Property (hereinafter for the sake of brevity referred to as the "Enlarged Property Under Development") shall increase the scope and ambit of the development herein envisaged which shall stand increased to that extent and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof. The Allottee also confirms and consents to the fact that owing to development of additional areas, the occupants of such additional areas shall be entitled to, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the Project or any part or portions thereof. Furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter. The Allottee further agrees to allow and hereby gives its consent to the Promoter / Land Owners to purchase such land and to develop and register under RERA under the same entire Project and/or to integrate the land so purchased into the Said Entire Land and the Allottee also has no objection and hereby gives his unequivocal and unconditional consent to the Promoter making necessary amendments to the particulars.

The Promoter / Land Owners hereto shall be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers/developers of other properties adjoining / contiguous / nearby to the said Property thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the Project or any part or portions thereof.

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

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in para I;
- 1.2 The Total Price for the Plot is **Rs.** _____ (Rupees _____) only ("Total Price") as also mentioned in **Part-I** of the **Fifth Schedule**, break up whereof is as follows:

Head	Price
(i) Plot No. _____, Area _____; Type _____;	Rs. _____
(ii) Preferred Location Charges - _____ + _____;	Rs. _____
(iii) _____	Rs. _____
	Rs. _____
Less: Discount	Rs. _____
Total:	Rs. _____

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Plot;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, if any as per law and Cess or any other similar taxes which are presently levied, in connection with the development of the Project payable by the Promoter) upto the date of handing over of the possession of the Plot. It is clarified that the said Plot, being agricultural plot, no GST is presently applicable. However, in case GST or any other tax duty levy etc., is or becomes applicable, the Allottee shall be liable for payment thereof (including arrears, interest, penalty etc.) and shall keep the Promoter and the Land Owners fully indemnified with regard thereto;
- Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the Promoter shall be increased/reduced based on such change/modification;
- (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 Total Price of Plot includes the common right to use the Common Areas and Installations in terms of this agreement and other properties and appurtenances as provided in the Agreement.

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

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

Extra Charges:

- i) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to the said Plot in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottees in the said Project in addition to those mentioned herein, payable before the work is commenced by the Promoter. It is further clarified that if by reason of such additional work any delay is caused in completion of the said Plot and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Plot by the Promoter to the Allottee, the Promoter shall not be liable for any interest damages compensation etc., that may be suffered by the Allottee thereby.
- ii) Pay to the Promoter the service charge and cost incurred and payable to electricity authority for obtaining electric connection/ service (HT/LT) in the said Premises and other cost incurred and also payable to the electricity authority/ consultant/ agencies for installation, maintenance and running and operating common area installation (HT/LT), which the Parties have mutually agreed at Rs._____. Additionally, the Allottee shall also be liable for payment of GST on such amount.
- iii) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Plot(if applicable) and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Plot shall be that of the Allottee.
- iv) Legal Documentation Charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof, which shall be Rs._____, out of which 50% shall be paid by the Allottee at or before the execution hereof and the balance 50% on or before the Possession Date / Deemed Date of Possession or the date of execution of

the sale deed in respect of the said Apartment / Bungalow / Row House / Unit, whichever be earlier. In addition to the said fees, the Allottee shall also be liable for payment of GST thereon, if and as applicable. In addition to the abovesaid fees, the Allottee shall make payment of Miscellaneous Charges (including commission fees, copywriting charges etc.) for registration.

- v) Rs. _____ towards formation of Association.
- vi) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration. The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Plot and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.
- vii) Betterment fees, development charges and other levies taxes duties and statutory liabilities, Goods and Service Tax, other government taxes duties levies and impositions by whatever name called that may be charged on the said Premises or the said Plot or on its transfer in terms hereof partially or wholly, as the case may be and the same shall be paid by the Purchaser within 7 days of the demand being made by the Promoter.

Deposits (Interest Free):

- i) A sum of Rs. _____ (Rupees _____) only towards advance maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule**);
 - ii) A sum of Rs. _____ (Rupees _____) only towards Sinking Fund;
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee (s) shall make the payment as per the payment plan set out in **Part-II** of the **Fifth Schedule** hereunder written ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% (_____ Percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate

of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.5.1 Similarly, in case the Promoter allows extra time to the Allottee for making payment beyond the dates mentioned in the Payment Plan, then the consideration may be increased (factoring in the interest etc.) as be mutually agreed between the Promoter and the Allottee.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of amenities described in **Part-I** and **Part-II of the Third Schedule** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Project, as the case maybe without the previous written consent of the Allottee **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals _____ and Definition No. _____** (being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) against extra cost payable by the Allottee make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final plot area, that has been allotted to the Allottee after the creation of the Plot is complete and the completion / occupancy certificate (if and as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the plot area. The total price payable for the plotted area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the plot area within the defined limit, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the plot area within the same defined limit, the Promoter shall demand the price for the increased area from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement. It is expressly agreed that the certificate of the Architect appointed for the Project as regards to the area of the said Plot, shall be final and binding on the parties hereto.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot;
 - (ii) The Allottee shall also have the right of user and enjoyment in the Common Areas Installations and Facilities in the Project, in terms of this agreement, without having any share or ownership therein. The Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in

the common areas of the Project to the Association of Allottees (upon registration of the same) as provided in the Act, if and as be feasible;

- (iii) That the computation of the price of the Plot includes recovery of price of land, carving of the Plot, installation of the Common Areas, internal development charges as per agreed specification, external development charges as per agreed specification, taxes, cost of providing electric wiring electrical connectivity to the common areas like water line and plumbing, finishing and includes cost for providing initial infrastructure necessary for the facilities as provided within the Project.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the entire Plot shall be treated as a single indivisible unit for all purposes and the Allottee cannot partition or divide or sub-divide the same.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972. It is clarified that the West Bengal Apartment Ownership Act, 1972 does not apply to the present transaction, being sale of agricultural plot.

- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project and within the scope of the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan (if taken by the Promoter) and interest thereon (which are within the scope of the Promoter) before transferring the Plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____) only (in short "the **Booking Amount**") as booking amount being **10% (ten percent)** of the total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules, presently being State Bank of India PLR plus 2% per annum.

- 1.12 The Owners hereby authorise the Promoter to grant receipts for the consideration / payments received hereunder and confirm that such grant of receipts by the Promoter shall fully discharge the Allottee for making payments

hereunder to the Promoter including for and on behalf of the Owners, if and as applicable.

2. **MODE OF PAYMENT**

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

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, and Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Plot to the Allottee and the common areas to the association of the allottees (upon its registration) after receiving the completion / occupancy certificate,

as applicable. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of the development by the Promoter as provided in the Payment Plan.

6. **DEVELOPMENT OF THE PROJECT**

The Allottee has seen the specifications of the Plot and accepted the Payment Plan, floor plans, layout plans (as mentioned in **Third Schedule** herein) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall ensure that the Project is developed in accordance with the said layout plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes that such plans approved by the competent Authorities and the bye-laws, FAR and density norms and provisions prescribed by the Municipal Laws (if applicable) are strictly abided by and no variation / alteration / modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement shall be made, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals _____ and Definition No. _____** (being the definition of Plan) of the **Annexure "A"** hereto.

7. **POSSESSION OF THE PLOT**

7.1 **Schedule for possession of the said Plot:** The Promoter agrees and understands that timely delivery of possession of the Plot is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Plot on or before _____, with an additional grace period of 12 (twelve) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, court order, pandemic / epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the completion certificate (which may be partial) from the competent authority shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within the period mentioned herein and in such notice and the Promoter shall give possession of the Plot to the Allottee **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants /

obligations herein. **Provided That** the Promoter shall not be liable to deliver possession of the Plot to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing after receiving the completion / occupancy certificate, as applicable, of the Project.

7.2.1 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.

7.3 **Failure of Allottee to take Possession of Plot:** Upon receiving a written intimation from the Promoter as per clause 7.2 and its sub-clause, the Allottee shall within the period mentioned herein and in such intimation take possession of the Plot 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 Plot to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable and all other outgoings as elsewhere mentioned herein.

7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Plot as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs. _____ (Rupees _____) only per Square Foot per month of the Plot area, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

7.4 **Possession by the Allottee** – After obtaining the completion certificate and handing over physical possession of all the Plots to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents, including common areas, to the Association of the Allottees or the competent authority, as the case may be, 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 Promoter, the Promoter herein is entitled to forfeit the booking amount and interest and compensation, as applicable, with applicable taxes. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee without interest or compensation or damages, and only out of the amounts received by the Promoter after sale of the Plot to any other interested person. The Allottee shall, at his own costs and expenses,

execute all necessary cancellation related documents required by the Promoter.

7.6 Compensation

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Plot(i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum), within 45 days including compensation in the manner as provided under the Act within the period mentioned in the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum) for every month of delay, till the handing over the possession of the Plot.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Land Owners and the Promoter hereby respectively represent and warrant to the Allottee as follows:

- (i) The Land Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter / Land Owners may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Plot released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or

otherwise and complying with his other obligations herein, will be acquiring title to the said Plot free of all such mortgages and charges created by the Promoter.

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Land Owners and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, and Plot and common areas;
- (vi) The Land Owners / Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee intended to be created herein, may prejudicially be affected;
- (vii) The Land Owners / Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Land Owners / Promoter confirm that the Land Owners / Promoter are not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the Association of the Allottees (upon the same being registered);
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises;
- (xi) The Promoter / Land Owners 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 project to the competent Authorities till the possession of the Plot is offered to the Allottee in terms hereof;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) That the said Property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready possession of the Plot to the Allottee within the time period specified. For the purpose of this clause, 'ready possession' shall mean that the Plot shall be in a condition which is complete and carved out in all respects subject to the other provisions hereof;
- (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 the Allottee complies with his obligations under this agreement and there is Default by promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments linked to development milestones, if any, to the Promoter as demanded by the Promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the development milestones and only thereafter the Allottee be required to make the next payment without any penal interest; Provided That this clause shall not be applicable if the payment by the Allottee is not development linked; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot, along with interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum) within the period mentioned in the Rules;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum), for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within the period mentioned in the Rules.

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

- (i) In case the Allottee fails to make payments for _____ demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond _____ months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Plot in favour of the Allottee and refund the amount money paid to the Promoter by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund shall not include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee and shall be made out of the amounts received by the Promoter against sale of the Plot to any other interested person. The Allottee shall, at

his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

10. **CONVEYANCE OF THE SAID PLOT**

The Land Owners / Promoter on receipt of complete amount of the Price of the Plot under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Plot within 3 (three) months from the issuance of the completion / occupancy certificate, if and as applicable. However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Plot to the Allottee and the Promoter shall not be obliged to deliver possession of the Plot to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession.

The Common Areas and Installations are intended to be transferred by the Promoter and the Land Owners in favour of the Association, of which the Allottee shall be a member, as mandated by law, and the Allottee hereby consents to the same and the Allottee and all other allottees shall do all acts deeds and things in connection therewith and bear and pay all stamp duty registration fees and other charges proportionately, if and as applicable. The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority(ies). All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter or the Land Owners.

Land Owners' Confirmation: The Land Owners have been made party to these presents to confirm the Allottee that the Land Owners shall join in as party to the deed/s of conveyance or transfer that would be executed and registered by the Promoter for sale of the Plot in favour of the Allottee or the Association (as applicable) without claiming any additional consideration from the Allottee.

11. **MAINTENANCE OF THE COMMON AREAS AND INSTALLATIONS OF THE SAID PROJECT**

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

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

12. **DEFECT LIABILITY**

It is agreed that in case any major material defect in relation to the said Plot is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of issue the completion certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

It is clarified that the nature of transaction under these presents is for sale of agricultural plot and hence the above defect liability provision is not applicable.

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

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

14. **RIGHT TO ENTER THE UNIT FOR REPAIRS**

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

15. **USAGE**

Use of Service Areas: The service areas, if any, as located within the Project, shall be earmarked for purposes such as 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 equipment's 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 of allottees formed for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE UNIT:

16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible for the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Plot, or the Common Areas including common passages or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Project or anywhere on the exterior of the Project, or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages or staircase of the Project.

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 of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

18. ADDITIONAL DEVELOPMENTS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the sanction plan has been approved by the competent authority(ies)except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

It is clarified that the nature of transaction under these presents is for sale of agricultural plot and hence the question of putting up additional structure(s) does not arise.

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

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

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

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

It is clarified that the nature of transaction under these presents is for sale of agricultural plot and hence the question of laws pertaining to apartment ownership does not arise.

21. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever but after deduction of Processing Fee as mentioned in the application form.

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 understandings, any other agreements, allotment letter,

correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot, as the case may be.

23. RIGHT TO AMEND

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/
SUBSEQUENT ALLOTTEES**

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

25.2 Failure on the part of the Promoter 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 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 Project, the same shall be the proportion which the _____ area of the said Plot bears to the total _____ area of all the Plots in the Project.

28. FURTHER ASSURANCES

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

and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar / Sub-Registrar, as applicable. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

30. **NOTICES**

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

31. **JOINT ALLOTTEES**

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

32. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. **DISPUTE RESOLUTION**

All or any disputes arising out of 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 through the Adjudicating Officer appointed under the Act.

33.1 **ARBITRATION:**

- (a) **Disputes to be settled by Arbitration:** Any dispute, controversy or claims between the parties hereto arising out of or relating to this Agreements or the breach, termination or invalidity thereof, shall be

referred for arbitration to an arbitral comprising of three individuals, one arbitrator each to be appointed by the Developer and the Purchaser and the third to be appointed by the two arbitrators so appointed by the Developer and the Purchaser and the same shall be adjudicated and settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

- (b) **Place of Arbitration:** The place of arbitration shall be Kolkata and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.
 - (c) **Language and Applicable Law:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The Arbitrator shall not be obliged to follow any procedural law and shall be entitled to set up its own procedure.
 - (d) **Award Final and Binding:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto and the Parties shall be entitled (but not obliged) to enforce the award. Such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
 - (e) **Summary Proceedings and Interim Awards:** The arbitral tribunal shall have the right to proceed summarily and to make interim awards.
- 33.2 **JURISDICTION:** Courts having territorial jurisdiction and the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.
34. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Plot in terms hereof and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Plot or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Plot or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (twelve) months from the date hereof ("Lock-in Period") and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and/or the Land Owner and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a sum calculated @ _____ of the total consideration or such fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:
- i) The Allottee shall be entitled to have transfer of the said Plot in his own favour or in favour of his nominee Provided That in case the Allottee shall require the transfer to be made in favour of his nominee then the Allottee shall be bound to pay to the Promoter a fee / charge as shall

be made applicable by the Promoter from time to time and similar fee shall be payable for all subsequent nominations AND in case so required by the Promoter or the nominee of the Allottee, the Allottee shall join and also cause all intervening nominees to join in the deed of transfer as parties. All such nominations shall be subject to free approval by the Promoter who shall be entitled to refuse such approval without assigning any reason;

- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
 - iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
 - iv) Under no circumstances, the Allottee shall be entitled to let out the said Plot before possession of the said Plot is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
 - v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.
- 34.1 It is clarified that any change in the control or ownership of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.
35. **OTHER PROVISIONS:**
- 35.1 The Allottee shall not in any manner cause any objection obstruction hindrances interference or interruption at any time hereafter in the development or completion of development of the Project or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Plot nor do anything whereby the development of the Said Premises or the said Premises or the sale or transfer of the other Plots in the Said Premises is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter and/or the Owners are restrained from development of the Said Premises and/or transferring and disposing of the other plots / saleable spaces and rights in the Project or the Said Premises then and in that event without prejudice to such other rights the Promoter and/or the Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owners for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Owners or any of them.

- 35.2. Save the said Plot and the common right to use the Common Areas and Installations in terms of this agreement, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Plots and spaces at the said Premises or the Project / Said Premises or the Plot thereat.
- 35.3 The Allottee shall within __ (___) days of completion of sale apply for and obtain at his own costs separate assessment, mutation of the said Plot in the records of concerned authorities.
- 35.4 The Allottee shall, after sale is complete, build its own house / building / dwelling / bungalow / structure through an approved Contractor appointed by the Promoter after obtaining mutation, conversion and sanction plan and shall be assisted by such Contractor to obtain the same. The Allottee shall select the specific designs available with the Contractor for construction of such Bungalows as approved by the Promoter.
- 35.4.1 The house / building / dwelling / bungalow / structure to be constructed by the Allottee shall be for _____ use and no other purpose.
- 35.5 The rights of the Allottee in respect of the said Plot under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 35.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Plot till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.7 Save the said Plot the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other plots at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.8 The Allottee shall not claim any right, title or interest in respect of the Common Areas Installations and Facilities and the Internal Roads in the said Project except the right to use the internal road for egress and ingress to the said Plot and further the Allottee hereby agrees and confirms that the Promoter shall have an exclusive and absolute right to deal with the said Common Areas Installations and Facilities in the manner the Promoter likes and the Promoter shall be entitled to the TDR and / or FAR or any other benefit in any other form as may be available in respect of the said Internal Roads and Common Areas as per the prevailing Government Rules, Regulations, Notifications, Government Resolutions and any other order of the Government / semi government authorities having force of laws and bye laws and the Allottee

further agrees that the Promoter shall be entitled to deal with the said Common Areas in the manner it likes and it may develop the same accordingly and the Allottee shall not claim any right, title and interest or benefit in the same neither the Allottee shall claim any legal and / or equitable right, interest, claim or demand in respect of the same or any part thereof and the Allottee shall not object / obstruct the Promoter as regards the same or any part thereof and shall not initiate any litigation in respect of the same.

35.9 It is expressly agreed understood and clarified that at any time hereafter, the Promoter / Land Owners shall be absolutely entitled to enter into any agreement or arrangement with the owners / occupiers / developers of adjoining / nearby properties on such terms as be agreed by and between the Promoter / Land Owners with the owners / occupiers / developers of such adjoining properties. In such event, the land comprised in the adjoining / nearby properties alongwith the land comprised in the said Project / said Property (hereinafter for the sake of brevity referred to as the "Enlarged Property Under Development") shall increase the scope and ambit of the development herein envisaged which shall stand increased to that extent and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof. The Allottee also confirms and consents to the fact that owing to development of additional areas, the occupants of such additional areas shall be entitled to, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the Project or any part or portions thereof. Furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter. The Allottee further agrees to allow and hereby gives its consent to the Promoter / Land Owners to purchase such land and to develop and register under RERA under the same entire Project and/or to integrate the land so purchased into the Said Entire Land and the Allottee also has no objection and hereby gives his unequivocal and unconditional consent to the Promoter making necessary amendments to the particulars.

35.9.1 The Promoter / Land Owners hereto shall be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers/developers of other properties adjoining / contiguous / nearby to the said Property thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the Project or any part or portions thereof.

35.9.2 In connection with the above, it is recorded that the Promoter / Land Owners have already entered into agreements / arrangements with some of the adjoining / nearby properties, details whereof are as follows:

- a) _____;
- b) _____;
- c) _____;

- 35.10 The Allottee shall have no connection whatsoever with the Allottees / Buyers of the other Plots and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.11 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Plot by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.12 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said Plot and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Plot, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.
- 35.13 The Promoter will be at liberty to create mortgages and/or charges and/or create further mortgages and/or charges in respect of the said Premises or any part thereof and the Allottee hereby consents to the same. At the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter, as applicable, assure to have the said Plot released from any such mortgage and/or charge with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Plot free of all such mortgages and charges created by the Promoter.
- 35.14 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA), including for vesting/transfer of the title/interest in respect of the Common Areas and Installations, if proportionate share thereof is held by the Allottee herein, in favour of the Association as may be formed, at its/their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions.
- 35.15 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any

other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

35.16 The Project at the said Premises shall bear the name "_____ " unless changed by the Promoter from time to time in its absolute discretion.

35.17 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

36. **Disclaimer:** Additional terms and conditions inserted as per the contractual understanding between the parties are not in derogation of or inconsistent with the terms and conditions set out in the Acts and the Rules and regulations made there under.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNERS:

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

WITNESSES TO ALL THE ABOVE:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Drafted by:

Advocate
Saraogi & Co., Advocates
High Court, Calcutta

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

All Those the pieces and parcels of land containing an area of _____ **Decimals (i.e. _____ Acres)** more or less situate lying and comprised in various Dags, recorded in various Khatians, in Mouza Samali, J.L. No.23, under Rasapunja Gram Panchayat, P.S. Bishnupur, District South 24 Parganas, West Bengal, and butted and bounded as under and bordered "**RED**" in the map or plan hereto annexed:

On the North: By _____;
 On the East : By _____;
 On the West : By _____; and
 On the South: By _____.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(PLOT)

All That the **Plot** (being agricultural plot) **bearing No.** _____ having an area of _____ Cottahs _____ Chittacks _____ Square Feet more or less in the Project at the said Property described in the **First Schedule** hereinabove written, as shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**", **Together With** the right of user and enjoyment of the Common Areas Installations and Facilities in common as elsewhere mentioned herein.

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

TO SET OUT

PART-II
(Specifications of Plot)

TO SET OUT

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

TO SET OUT

THE FIFTH SCHEDULE ABOVE REFERRED TO:
PART-I

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

Head	Price
i) Plot No. _____, Area _____; Type _____;	Rs. _____
(ii) Preferred Location Charges - _____ + _____;	Rs. _____
(iii) _____	Rs. _____
Less : Discount	Rs. _____
Total:	Rs. _____

(Rupees _____) only

Note: It is clarified that the said Plot, being agricultural plot, no GST is presently applicable. However, in case GST or any other tax duty levy etc., is or becomes applicable, the Allottee shall be liable for payment thereof (including arrears, interest, penalty etc.) and shall keep the Promoter and the Land Owners fully indemnified with regard thereto

PART-II
(Installments / Payment Plan)

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of " _____ " or by online payment (as applicable) as follows:

PAYMENT SCHEDULE:

Booking Amount	10% of the Consideration (including Initial Token Amount, if any)
On Agreement	____% of the Consideration (including Booking Amount)

Annexure "A"

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

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **SAID PROPERTY / PREMISES** shall mean **All That** the pieces and parcels of land containing an area of _____ **Decimals (i.e. _____ Acres)** more or less situate lying and comprised in various Dags, recorded in various Khatians, in Mouza Samali, J.L. No.23, under Rasapunja Gram Panchayat, P.S. Bishnupur, District South 24 Parganas, West Bengal (fully described in the **First Schedule**).
- iv) **PROJECT / PREMISES** shall mean and include the Plotted Development named "_____", containing several independent and self-contained agricultural Plots of land, with liberty to the Promoter to modify and/or expand the same at its sole discretion and the Allottee hereby consents to the same. The Allottee is aware that the Promoter intends to undertake development of the Project in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed;
- v) **ALLOTTEES / CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase either from the Promoter or the Owners and taken possession of any Plot in the Said Premises.
- vi) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Project and/or the enlarged project as elsewhere herein mentioned, without the allottees having any share or ownership therein.

It is clarified that the Common Areas and Installations shall not include open and covered spaces at the Premises which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter and the Owners shall be entitled to deal with and/or dispose of the same in their absolute discretion, to which the Allottee hereby consents.

The Allottee is aware that the Promoter may undertake development of the Project in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed;

- vii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees.
- viii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective plots exclusively and the Common Areas and Installations in common.
- ix) **PLOTS** shall mean agricultural plots of land at portions at the said Project / Premises.
- x) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Area of the said Plot may bear to the Area of all the Plots in the Said Premises **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Plot).
- xv) **SAID PLOT** shall mean the **Plot** (being agricultural plot) **bearing No. _____** at the said Project / Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** with specifications to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE**.
- xvi) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated _____ and registered with the _____, _____, in Book-____, CD Volume No. _____, Pages _____ to _____ Being No. _____ for the year _____ whereby the Land Owners appointed the Promoter as the developer of the said Property.
- xvii) **ASSOCIATION** shall mean any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Association and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association and till such time the

Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

- xix) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Plot after fulfilling all his liabilities and obligations in terms of this agreement or 15 days after issue of notice by the Promoter to the Allottee to take possession of the said Plot in terms of the said clause 7.2 and its sub-clauses irrespective of whether the Allottee takes actual physical possession of the said Plot or not, whichever be earlier.
- xx) **ARCHITECTS** shall mean _____ of _____ or such other Architects as may be appointed by the Promoter from time to time for the Project;
- xxi) **ADVOCATES** shall mean Messrs. Saraogi & Company, Advocates of No.7B Kiran Shankar Roy Road, 2nd Floor, Kolkata 700001 appointed for the said Project at the said Premises;
- xxii) **PLAN** shall mean the plan for the time being sanctioned by the Rasapunja Gram Panchayat vide Building Permit No. _____ dated _____, and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter.
- xxiii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxiv) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxv) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members / coparceners for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"

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

- (i) 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 plot or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (j) not to alter the outer elevation of the Project or any part thereof nor decorate the exterior thereof otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (k) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Project nor allow or permit any other person to do so.
- (l) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their respective Plots.
- (m) not to slaughter or kill any animal in any area (including common areas, etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (n) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, tube-well generator and other installations and amenities at the said Premises including those under the West Bengal Fire Services Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and rules made thereunder and shall indemnify and keep the Promoter and the Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.
- (o) maintain at their own costs, their respective plots in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Municipal Authority, Gram Panchayat, Kolkata Metropolitan Development Authority, CESC Limited / WBSEDCL, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective plots as well as the user operation and maintenance of the tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective plots and/or the Project as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the

Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.

- (p) to apply for and obtain at their own costs separate apportionment / assessment and mutation, conversion of their respective plots, as may be permissible, in the records of the concerned authorities.
- (q) to bear and pay and discharge exclusively the following expenses and outgoings, with effect from the Deemed Date of Possession / Date of Commencement of Liability:-
- i) all rates and taxes, land revenue, khajana and water tax, if any, assessed on or in respect of their respective plots directly to Municipal / Concerned Authority Provided That so long as their respective plots are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the authority proportionate share of all such rates and taxes assessed on the Premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective plots or the Project or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective plots and proportionately in case the same relates to the Project or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective plots and until a separate electric meters are obtained by the Allottees for their respective plots, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective plots from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective plots at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited / WBS&DCL.
 - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Plot Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective plots, wholly and if in

common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs. _____ per month. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
 - vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd. / WBSEDCL, from its consumers for the delay payment of its bills).
- (q) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owners and/or the Association from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Plot.
 3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Project and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the common expenses by the Allottee.
 4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem

on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) disconnect the supply of electricity to the said Plot;
 - (ii) withhold and stop all other utilities and facilities (including generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Plot;
 - (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Plot.
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Project.
5. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

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