

**SALE DEED**

**THIS INDENTURE** made 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)** 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 **Fifth 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.

Under the said Development Agreement, it was *inter alia* agreed and clarified that the proceeds realised from sale of every plot shall be proportionately divided amongst the Land Owners, in their respective ratios (i.e. in proportion to area owned by each in the Project), irrespective of which Land Owner's land is being sold to the Buyer.

- D. The said Premises is earmarked for the purpose of plotted development of agricultural plots of land, being the Project (as hereinafter defined).

- E. The Rasapunja Gram Panchayat has granted the commencement certificate to develop the Project vide approval dated \_\_\_\_\_ bearing no. \_\_\_\_\_.

- F. 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.

- G. 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. \_\_\_\_\_.

- H. By an Agreement for Sale dated \_\_\_\_\_ and registered with the \_\_\_\_\_ in \_\_\_\_\_, the Promoter agreed to sell and transfer to the Allottee **All That** a Plot of land in the said Project (being agricultural plot) **bearing No.** \_\_\_\_\_ having an area of \_\_\_\_\_ Cottahs \_\_\_\_\_ Chittacks \_\_\_\_\_ Square Feet more or less (being the said **Plot** as hereinafter defined and described in the **SECOND SCHEDULE**) at or for the consideration of Rs. \_\_\_\_\_ and on the terms and conditions therein

mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.

I. Under the said Sale Agreement, it was *inter alia* agreed between the Parties as follows:

- i) that after completion of development of the said Project and upon payment of the total consideration by the Allottee to the Promoter, the sale and transfer of the said Plot would take place in the manner therein mentioned;
- ii) that sale of said Plot would be on "as is where is and whatever there is basis and without any recourse against the Owners and the Promoter (in its capacity as one of the owners)";
- iii) that the Allottee would 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;
- iv) that the Allottee would, after completion of sale, build its own house / building / dwelling / bungalow / structure through an approved Contractor appointed by the Promoter after obtaining mutation, conversion and sanction plan and would be assisted by such Contractor to obtain the same. The Allottee would select the specific designs available with the Contractor for construction of such Bungalows as approved by the Promoter;
- v) that the house / building / dwelling / bungalow / structure to be constructed by the Allottee would be for \_\_\_\_\_ use and no other purpose;
- vi) \_\_\_\_\_

J. Pending completion of the Project, the Allottee, with the intention of speeding up the construction of its bungalow at the said Plot, proposed and insisted the Promoter to convey and/or cause to be conveyed the said Plot in favour of the Allottee after receiving only a part of the total agreed consideration, with agreement and promise to make payment of the balance consideration at a future date (as hereinafter mentioned), to which the Promoter agreed to subject to various terms conditions and covenants as hereinafter contained, including the condition that the possession of the said Plot shall be held by the Promoter and the Land Owners till payment of the balance consideration and only thereafter possession shall be delivered to the Allottee.

K. At or before the execution hereof:

- i) 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;

- ii) 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.
- iii) The Allottee has also inspected the Plans approved / sanctioned by the authorities, as also all other permissions and clearances, and fully satisfied itself with regard thereto;
- iv) The Allottee confirms and records that sale of said Plot is on "as is where is and whatever there is basis and without any recourse against the Owners and the Promoter (in its capacity as one of the owners)";
- v) The Allottee confirms and records that the Allottee shall not have nor 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, which is dealt with in details hereinbelow;
- vi) The Allottee confirms and records that 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.

- vii) The Allottee confirms and records that 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;
- viii) The Allottee confirms and records that the fact that the Project is as yet incomplete and the Common Areas and Installations have not yet been created / installed and accordingly all the Common Areas and Installations may not be available for use by the Allottee till the Project is completed;;
- ix) The Allottee confirms and records that the various terms conditions and covenants as hereinafter contained, which have been necessitated owing to non-payment of the full consideration by the Allottee and promised to be paid at a future date, are just and fair and have been proposed by the Allottee itself;
- x) The Allottee further agrees and consents to the fact that sale and transfer is being made of Agricultural Plot of land as presently recorded, with liberty to the Allottee to mutate and convert after sale is completed and build its own bungalows on the terms and conditions hereinbelow mentioned or as may be prescribed by the Promoter from time to time.

**NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and (i) in consideration of the sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)** only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge) and (ii) in further consideration of the sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)** only agreed and promised to be paid by the Allottee to the Promoter in future in the manner hereinafter appearing (and for such consideration payable in future, the said Plot being hereby transferred shall remain charged in favour of the Promoter and the Land Owners as a First Charge and the Allottee shall not be entitled to create any charge or mortgage or lien or encumbrance whatsoever thereon till the time the said consideration payable in future is duly and punctually paid), the Land Owners and the Promoter do and each of them doth hereby, subject to the other terms conditions and covenants herein contained, sell convey and transfer (each of them conveying and transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the said Plot described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the right to use and enjoy the Common Areas and Installations described in the **THIRD SCHEDULE** hereunder written in common in the manner herein stated and agreed **TO HAVE AND TO HOLD** the said Plot unto and to the use of the Allottee absolutely and forever free from encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Plot wholly and the Common Expenses (described in the **FOURTH SCHEDULE** hereunder written) proportionately and all other outgoings in connection with the

said Plot wholly and the said Premises and in particular the Common Areas and Installations proportionately.

**II. THE LAND OWNERS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE** as follows:

i) The interest which the Land Owners and the Promoter respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Plot in the manner aforesaid.

ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained and only after payment of the balance consideration payable in future as hereinbefore and also hereinafter stated, to hold use and enjoy the said Plot and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Land Owners or the Promoter.

iii) The Land Owners and the Promoter shall upon reasonable request and at the costs of the Allottee, but subject nevertheless to the provisions herein contained and only after payment of the balance consideration payable in future as hereinbefore and also hereinafter stated, make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Plot hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.

iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association / Maintenance Company, the Land Owners and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

**III. NOTWITHSTANDING ANYTHING ELSEWHERE TO THE CONTRARY HEREIN CONTAINED, IT IS HEREBY MUTUALLY AGREED DECLARED RECORDED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO** as follows:

i) The said balance unpaid consideration of Rs. \_\_\_\_\_ shall be paid by the Allottee to the Promoter as follows:

- a) Rs. \_\_\_\_\_ within \_\_\_\_\_;
- b) Rs. \_\_\_\_\_ within \_\_\_\_\_;
- c) Rs. \_\_\_\_\_ within \_\_\_\_\_;
- d) Rs. \_\_\_\_\_ within \_\_\_\_\_;

ii) Till such time the said balance unpaid consideration payable in future as aforesaid is duly and punctually paid by the Allottee to the Promoter, possession of the said Plot, also the original of this Sale Deed, shall be held by the Promoter and the Land Owners and only after full payment

of the said balance unpaid consideration (with interest, if any), possession of the said Plot shall be delivered to the Allottee;

- ii) Further, till such time the said balance unpaid consideration is duly and punctually paid by the Allottee to the Promoter, the said Plot being hereby transferred shall remain charged in favour of the Promoter and the Land Owners as a First Charge and the Allottee shall not be entitled to create any charge or mortgage or lien or encumbrance whatsoever thereon till the time the said balance unpaid consideration payable in future is duly and punctually paid;
- iii) In case of any delay by the Allottee in making payment of the said balance unpaid consideration or any installment thereof, the Allottee shall be liable for payment of interest thereon @\_\_\_\_% per annum;
- iiib) In case such delay in payment of any installment exceeds \_\_\_\_\_ months, then, without prejudice to the other rights and remedies available to the Promoter and the Landowners under the law or otherwise, the following shall apply:
  - a) The Promoter and/or the Land Owners shall be entitled to obtain and the Allottee shall be bound to convey / reconvey the said Plot (alongwith all constructions made thereon till then and all accretions thereto without any compensation or cost therefor) in favour of the Promoter and/or the Land Owners or any one or more of them and/or their nominee or nominees (as the Promoter and the Land Owners may desire) at the costs of the Allottee (including stamp duty and registration fees, legal fees and allied expenses for such conveyance / reconveyance) and the Allottee shall be entitled to refund of the amounts paid till then by the Allottee to the Promoter after deduction of (i) accrued interest, and (ii) stamp duty and registration fees, legal fees and allied expenses payable for such conveyance / reconveyance and the Allottee shall lose all rights title and interest over and in respect of the said Plot and the properties benefits advantages and rights appurtenant thereto and the Allottee shall keep the Promoter and the Land Owners fully saved harmless and indemnified with regard thereto;
  - b) The Allottee shall forfeit and lose all its rights to the constructions etc., made at the said Plot till then without being entitled to any compensation or consideration therefor and the Promoter and the Owners shall become entitled to the same without cost;
  - c) \_\_\_\_\_;
- iv) Upon full payment of the said balance unpaid consideration (with interest, if any) by the Allottee as aforesaid;
  - a) A written instrument will be executed and registered, mentioning the fact of such full payment and also for release of the First Charge on the said Plot;
  - b) Possession of the said Plot shall be delivered to the Allottee;



- v) The Allottee confirms and records that the Allottee shall within \_\_ (\_\_\_) days from the date hereof apply for and obtain at its own costs mutation and separate assessment of the said Plot in the records of the concerned authorities;
- vi) Further, the Allottee shall within \_\_ (\_\_\_) days from the date hereof and at its own costs and expenses cause conversion in the nature of use of the said Plot or part thereof and obtain sanction of plan and construct its own house / building / dwelling / bungalow / structure at the said Plot, only through an approved Contractor already appointed by the Promoter. On the context of such construction, it is agreed declared recorded and confirmed as follows:
- a) The Allottee shall immediately after the execution hereof enter into an agreement with the Contractor, already appointed by the Promoter for the Project, for construction of the Allottee's house / building / dwelling / bungalow / structure on such terms as be agreed between the Allottee and such Contractor;
- b) The Allottee shall select from the one of the few available specific designs of houses / buildings / dwellings / bungalows / structures approved by the Promoter for construction within the Project and once the same is selected and proceeded with, the Allottee shall not be entitled to seek any change or variation therein except any internal change to suit its necessity. No other design or variation shall be permissible keeping in view the aesthetics, planning, uniformity, concept, scheme, facade etc., as conceptualized by the Promoter. This provision shall be applicable for all times and cannot be altered / modified by the Allottee at any later date and any default shall lead to imposition of penalty or fine by the Promoter or the Association upon its formation, which shall not be less than Rs. \_\_\_\_\_ per month until the same is restored;
- c) All constructions to be made by the Allottee through the Contractor to be at the risk of the Allottee;
- d) The house / building / dwelling / bungalow / structure to be constructed by the Allottee at the said Plot shall be as \_\_\_\_\_ and no for no other purpose whatsoever;
- e) For the specific purposes of construction of such house / building / dwelling / bungalow / structure, the Promoter shall permit the Contractor so appointed by the Allottee to enter upon the said Premises as a permissive licensee, without implication of delivery of possession, and subject to such terms conditions rules regulations etc., as the Promoter may from time to time impose;
- f) \_\_\_\_\_;

**IV. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE PROMOTER AND THE LAND OWNERS** as follows:

1. The Allottee so as to bind himself to the Promoter and the Land Owners and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Land Owners and with all the other allottees that the Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.

2. **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.

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

The Allottee has knowingly purchased 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 Promoter / 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.

4. **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.

5. **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.

6. **COMPLIANCE WITH RESPECT TO THE UNIT:**

6.1 Subject to Clause 3 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.

6.2 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.

6.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems as be approved 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.

7. **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.

8. **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.

9. **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.

10. **OTHER PROVISIONS:**

- 10.1 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.
- 10.2. 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.
- 10.3 The rights of the Allottee in respect of the said Plot under these presents can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 10.4 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 or the constructions thereon 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.
- 10.5 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.
- 10.6 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.

10.7 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.

10.7.1 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.

10.7.2 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) \_\_\_\_\_;

- 10.8 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.
- 10.9 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.
- 10.10 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 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.
- 10.11 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.
- 10.12 The Project at the said Premises shall bear the name "**BAREFOOT BY ARRJAVV**", unless changed by the Promoter from time to time in its absolute discretion.
- 10.13 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Indenture 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

**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Allottee the within mentioned sum of **Rs.** \_\_\_\_\_ (**Rupees** \_\_\_\_\_) only being part of the consideration payable under these presents to the Promoter by cheques / pay order / demand draft and/or in cash.



**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 said Plot is comprised in the following Dag(s), recorded in the following Khatian(s), in the said Mouza Samali, J.L. No.23, under Rasapunja Gram Panchayat, P.S. Bishnupur, District South 24 Parganas, West Bengal:

- i) Dag No. \_\_\_\_\_; Khatian No. \_\_\_\_\_ (in the name of \_\_\_\_\_); Land Area \_\_\_\_\_ Square Feet;
- ii) Dag No. \_\_\_\_\_; Khatian No. \_\_\_\_\_ (in the name of \_\_\_\_\_); Land Area \_\_\_\_\_ Square Feet;
- iii) Dag No. \_\_\_\_\_; Khatian No. \_\_\_\_\_ (in the name of \_\_\_\_\_); Land Area \_\_\_\_\_ Square Feet;

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(Common Areas and Installations)**

\_\_\_\_\_ **TO SET OUT** \_\_\_\_\_

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Common Expenses)**

\_\_\_\_\_ **TO SET OUT** \_\_\_\_\_

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

\_\_\_\_\_ *TO SET OUT* \_\_\_\_\_

**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 "**ARRJAVV BAREFOOT**", 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 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 upkeeping 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 Agreement dated 07/03/2024 and registered with the DSR IV, SOUTH 24 PARGANAS, in Book-1, CD Volume No.1604-2024, Pages 86877 to 86931 Being No.160402776 for the year 2024 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) **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 authorized 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 (as defined in the Sale Agreement) or the date hereof, whichever is earlier:-
- 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 / WBSEDCL.
  - 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).
- (r) 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 7<sup>th</sup> 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.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

**BETWEEN**

**ARRJAVV FARMS AND PROJECT LLP  
... PROMOTER/ DEVELOPER**

**AND(1) BALAJI CONSTRUCTION PRIVATE  
LIMITED&(2) NIRMALKUNJ REAL ESTATE  
PRIVATE LIMITED  
... OWNERS /LAND OWNERS**

**AND... ALLOTTEE/PURCHASER**

**SALE DEED**

(Plot No. \_\_\_\_\_ in the Project " \_\_\_\_\_ ")

**SARAOGI & COMPANY**

Advocates

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