

**PHASE - III**  
**ARRJAVV HAZELBURG PROJECT**

**AGREEMENT FOR SALE**

This Agreement for Sale ("AGREEMENT") executed on this \_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty-Three (2023);

Joka Vatika Projects  
  
Partner/Authorised Signatory

BY AND BETWEEN

(1) DHANSILK INFRATECH PRIVATE LIMITED (PAN:AAFCD5923M), a Company incorporated under the Companies Act, 1956 (2) EVERLINK PLAZA PRIVATE LIMITED (PAN:AAECEI767F) a Company incorporated under the Companies Act 1956(3) EVERRISE PROPERTIES PRIVATE LIMITED (PAN:AAECEI768L) a Company incorporated under the Companies Act, 1956 (4) FLEETEX APPARTMENT PRIVATE LIMITED (PAN:AACCF7425 R) a Company incorporated under the Companies Act, 1956 (5) FLEETEX INFRAPROJECTS PRIVATE LIMITED (PAN:AACCF7423K) a Company incorporated under the Companies Act, 1956 (6) FLOWTOP INFRAPROJECTS PRIVATE LIMITED (PAN:AACCF7653H), a Company incorporated under the Companies Act, 1956 (7) BANGKALI REALESTATE PRIVATE LIMITED (PAN:AAGCB5842C), a Company incorporated under the Companies Act, 1956 (8) BHAVSAGAR INFRASTRUCTURE PRIVATE LIMITED(PAN:AAGCB5841B ) a Company incorporated under the Companies Act, 1956, Owner no. 1 to 8 are represented by its Common Director Mr. Kamal Kishore Sarda(PAN:AKUPS5209B)(AADHAAR:7380 04956096) of Eliza-9, Flat No. 203, 10B, Debai Pukur Road, Uttarpara Kotrung (M), Hindmotor, Hoogly, West Bengal, Pin- 712233 (9) RISEROSE HIRISE PRIVATE LIMITED (PAN:AAHCR6148J) a Company incorporated under the Companies Act 1956 (10) SEVENWISE PROPERTIES PRIVATE LIMITED (PAN:AAWCS6891C) a Company incorporated under the Companies Act, 1956, (11) OVERSURE INFRACON PRIVATE LIMITED(PAN:AACCO2668P), a Company incorporated under the Companies Act, 1956, (12) ROCKLAND COMPLEX PRIVATE LIMITED(PAN:AAHCR6150J) a Company incorporated under the Companies Act, 1956, Owner no. 9 to 12 are represented by its Common Director Mr. Braj Sen Jain (PAN:ACWPJ1468R) (AADHAAR:285651651634) of 20B/1 Shrish Chandra Chowdhury Lane, Tala, Kolkata-700002 (13) STARPRIME CONSTRUCTION PRIVATE LIMITED (PAN:AAWCS5793B), a Company incorporated under the Companies Act, 1956, represented by its Director Mr. Sutesh Kedia (PAN:ALSPK8219L)(AADHAAR:915022767186) of 34/IV, Ballygunge Circular Road, Kolkata-700019 (14) NISCHINT RESIDENCY PRIVATE LIMITED (PAN:AAFEN1460R), a Company incorporated under the Companies Act, 1956 represented by its Director Mr. Ankit Murarka(PAN:ALYPM4770E)(AADHAAR:461157394834) of 219, Bangur Avenue

,Block A, Kolkata-700055 (15) NEWEVER RESIDENCY PRIVATE LIMITED (PAN:AAFCN 1461Q), a Company incorporated under the Companies Act, 1956, represented by its Director Mr. Saurabh Jain (PAN:AJNPJ6933D) (AADHAAR :227691327520) of No 62, Nalini Sett Road, Barabazar, Kolkata-700001 (16) TOPFLOW HOUSING PRIVATE LIMITED(PAN:AAFCT6672F), a Company incorporated under the Companies Act, 1956, represented by its Director Mr. Rrahul Bengani (PAN:AGIPB3150C) (AADHAAR:62303 4744109) residing at 9, Lower Rawdon Street, Kolkata-700020 (17) JAGMATA DEVELOPERS PRIVATE LIMITED (PAN:AADCJ6566E) a Company incorporated under the Companies Act, 1956, having its registered offices at Bhasa, P.O. Bishnupur, District - 24-Parganas (South), PIN - 743 503 and represented by its Director Mr. Shyam Sundar Sarda (PAN:COVPS3160J) (AADHAAR:579220779351) Son of Kamal Kishore Sarda, by faith Hindu, by occupation-Business, by nationality Indian of Flat No. 203, 108, Debai Pukur Road, Uttarpara Kotrung (M) Hindmotor, Hoogly, West Bengal- 712233 All Nos.1 to 17 abovenamed are having their respective registered offices at Bhasa, P.O. Bishnupur, District - 24-Parganas (South), PIN - 743 503 are collectively hereinafter referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-office and/or assigns) of the FIRST PART;

**AND**

MESSRS JOKA VATIKA PROJECTS (PAN:AASFJ3789K), a Partnership Firm, having its registered office at "Arrjavv Park", 54A, Sarat Bose Road, 5th Floor, Police Station - Ballygunge, Kolkata - 700 025 represented by its Partner Mr. Harsh Jain (PAN:ACLPJ 5319A), (AADHAAR:623358749223) son of Mr. Mahendra Kumar Jain, residing at 34/1V, Ballygunge Circular Road, Kolkata - 700019, hereinafter referred to as the "PROMOTER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or permitted assigns) of the SECOND PART.

**AND**

*[If the Allottee is an individual]*

(1) \_\_\_\_\_ (PAN \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_), by nationality Indian, by caste Hindu/Muslim/Christian, by occupation \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_ and (2) \_\_\_\_\_ (PAN \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_), by nationality Indian, by caste Hindu/Muslim/Christian, by occupation \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter (jointly/collectively) referred to as the **ALLOTTEE(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

*[If the Allottee is a company]*

\_\_\_\_\_ (PAN \_\_\_\_\_ and CIN \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 having its registered office at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, represented by its Director/Authorized Signatory \_\_\_\_\_ (PAN \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_), by nationality Indian, by caste Hindu/Muslim/Christian, by occupation \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **THIRD PART**;

[OR]

*[If the Allottee is a Partnership]*

\_\_\_\_\_ (PAN \_\_\_\_\_), a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, represented by its Authorized Partner \_\_\_\_\_ (PAN \_\_\_\_\_ and Aadhaar \_\_\_\_\_), having mobile number \_\_\_\_\_, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of \_\_\_\_\_, residing at (PAN \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_), by nationality Indian, by caste Hindu/Muslim/Christian, by occupation \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), of the **THIRD PART**.

[OR]

*[If the Allottee is a HUF]*

\_\_\_\_\_ (PAN \_\_\_\_\_), for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Promoter and the Allottee shall hereinafter collectively referred to as the "**PARTIES**" and individually as a "**PARTY**".

**DEFINITIONS:**

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (c) "Section" means a section of the Act/Rules;
- (d) "Association" shall mean an association, within the meaning of the W. B. Apartment Ownership Act, 1972.
- (e) "Allottees/Buyers" shall mean and include the Allottees/Buyers/Transferees respectively of villas, bungalows, flats and other saleable spaces, at the Phase-II Project and the future phases of the project to be developed.
- (f) "Club" shall mean and include the Club to be developed by the Promoter and the same consisting of various facilities, described in the *Schedule "D"* hereunder for use and enjoyment of the same by the owners/occupants of the Project on such terms and conditions as may be specified by the Promoter.
- (g) "Common Expenses" - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services and all other expenses for the Common Purpose including those as may be decided by the Promoter after sanction of plan and the same to be proportionately contributed, borne, paid and shared by the allottees/buyers of the Project.
- (h) "Extras & Deposits" - shall mean the amounts to extras and deposits mentioned in *Schedule "E"* hereunder written and any other amounts as may be decided by Promoter to be deposited with and/or paid to the promoter by the allottees/buyers/transferees of the units and the same to be held by the promoter subject to terms of this Agreement.

- (i) **"Maintenance-In-Charge"** shall mean any Association/Company to be formed or incorporated by the Promoter for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with the provisions and covenants herein contained and shall include the Promoter or such agency or any outside agency to be appointed by the Promoter. Till the formation of such Association and handing over charge of the Project by the Promoter to the Association for the Common Purposes, the Promoter shall be in charge of the maintenance having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with the provisions and covenants herein contained.
- (j) **"Project"** shall mean the Project named **"ARRJAVV HAZELBURG"** consisting of Phase- III and several other Phases and also the Club to be developed by the Promoter in due course, subject to the terms that the owners/occupiers of villas, bungalows, flats and other spaces in the Project shall be entitled to use and enjoy in common all the common parts, areas, facilities and amenities of the Project.
- (k) **"Phase-III Project"** shall mean development and construction of Bungalows, houses, villas, residential Flats, parking spaces and other spaces along with required passages, pathways and roadways to be constructed at or upon the "said Plots of Land" as per the sanctioned plan to be issued and/or approved by the competent authority and as per the Building Rules.
- (l) **"Roadway/Driveway Agreement"** shall mean Agreement dated 26<sup>th</sup> July, 2022 entered into between the Owners/Developers representing the Owners of Land Parcels of Phases III and several other phases for development and construction of Driveway/Roadway for common use by the owners/occupants of the Project.
- (m) **"Said Plots of Land"** shall mean and include All That the several pieces or parcels of Plots of Land in aggregate measuring an area of 120 Decimals

be the same a little more or less, situate lying at and comprised within Mouza - Bhasa, J.L. 20, P.S. Bishnupur, District 24-Parganas (South), more fully described in Part-I of *Schedule "A"* hereunder written.

(n) **"Title Deeds"** - shall mean the documents of title of the Owners in respect of their respective land parcels, the detailed particulars whereof are stated Part III of *Schedule "A"* hereunder written.

(o) **"Transfer"** - with its grammatical variations shall mean transfer by executing and registering the deed of conveyance for transfer of the concerned unit along with impartible proportionate share in the land comprised in the said "Plots of Land".

(p) **"Units"** shall mean and include bungalows, villas, flats, houses and other spaces (shall mean and include independent housing units with separate facilities for living, cooking and sanitary requirements, distinctly separated from other residential units within a villa or bungalow, which is directly accessible from an outer door or through an interior door in a shared hallway), which would be available for independent use and occupation at the said Phase III Project.

**WHEREAS:**

A. The Owners herein are the absolute and lawful owners respectively of several pieces and parcels of land collectively measuring about 120 Decimals comprised within Mouza - Bhasa, Diamond Harbour Road, P.S. Bishnupur, District 24-Parganas (South), PIN - 743503, more fully described in *Part-I of Schedule "A"* hereunder written (hereinafter collectively referred to as the **"said Plots of Land"** and individually **"Land Parcel"**). The Devolution of Title in respect of the said **"Plots of Land"** are mentioned in Part II of the *Schedule "A"* hereunder written (hereinafter referred to as the **"Devolution of Title"**) and the details of the Title Deeds of the said **"Plots of Land"** are mentioned in Part III of *Schedule "A"* hereunder written.

B. By virtue of Development Agreement dated the ..... day of ..... 2022 made between the Owners abovenamed as Owners therein of the One Part and the Promoter hereto as Developer therein of the Other Part and registered with



the Registrar of Assurances, Kolkata, in Book No.I, Volume No. ...., Pages ..... to ....., Being No. .... for the year 2022, the Owners herein have jointly retained and appointed the Promoter as the Developer and further granted the exclusive right of development in respect of the "said Plots of Land" and construction of Villas, Bungalows, Flats, Units and other spaces thereat and all together known as Phase-III of the Project "ARRJAVV HAZELBURG" in favour of the Promoter herein, which the Promoter has agreed to undertake for the consideration and on the terms and conditions contained therein.

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

D. The Zilla Parishad has granted the commencement certificate to develop the Phase-III Project vide approval dated bearing no. ....

E. The Promoter has obtained the final layout plan approvals for the Phase-III of the Project from Zilla Parishad. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable.

F. The Promoter has registered the "Phase-III Project" under the provisions of the Act with the Real Estate Regulatory Authority at ..... No. .... and the same on the ..... day of ..... 2023 under Registration No. .... dated .....

G. The Allottee(s) had applied to the Promoter for allotment of a Villa in the "Phase-III Project" ("Application") and the Promoter has provisionally allotted in favour of the Allottee(s) All That the Villa consisting of a two-storied House, more fully described in *Part-I of Schedule "B"* hereunder written ("said Unit") and the same subject to the Allottee(s) making payment of the consideration amount as also all other dues, extras and deposits, costs and expenses, each of which has been unconditionally accepted by the Allottee(s). The development of the "said Unit" by the Promoter shall be as per the specifications mentioned in *Part II of Schedule "B"* hereunder written.

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

I. At or before the execution of this Agreement, the Allottee(s) confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification in respect of the said Plots of Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the said Plots of Land and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Devolution of Title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the said Plots of Land including but not limited to amongst others, the Specifications, approvals etc. for the "Phase-III Project", the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottee(s) and the Allottee(s) confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee(s), and the Allottee(s) having understood and/or having complete and due notice and knowledge of and after fully satisfying himself/herself /themselves/itself, has/have accepted, without any reservation.

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

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

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to take purchase of the "said Unit" and the "said Car Parking Spaces", described in *Part I of Schedule "B"* hereunder written.

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:

- 11 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s), and the Allottee(s) hereby agree(s) to purchase the "said Unit", described in *Part I of Schedule "B"* hereunder written.
- 12 The Total Price for the "said Unit" based on the carpet area and properties appertaining thereto comprises of the following:
- a. As mutually agreed, composite sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only as detailed hereinbelow ("Unit"):-

Consideration/Amount Payable Towards	Rs.
Said Unit being the amount calculated at the rate of Rs. _____/- (Rupees _____) only per sq. ft. of carpet area of the said Unit.	Rs. _____/-
<b>Total:</b>	Rs. _____/-

- b. The applicable Taxes payable on the consideration prices of the "said Unit" as be determined from time to time ("Unit").
- c. The "Extra and Deposits" mentioned in *Schedule "E"* hereunder written shall be payable as and when the same will be required by the Promoter after execution of this Agreement and the same are detailed hereinbelow: -

1.	Maintenance Deposit - This amount is payable against 12 months advance maintenance charges for the said Unit That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to	Rs. _____/- plus GST
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	submit any account with regards to said maintenance charges to the Allottee(s).	
2.	<b>Transformer Charges &amp; Electricity Charges &amp; Generator Charges</b> - This amount is payable for the said Unit as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC or any other electricity supply agency for providing and installing transformer at the said Project. Provided the Allottee(s) shall pay on actual to any other electricity supply agency directly on account of Individual Meter.	Rs._____/ - plus GST
3.	<b>Legal and Documentation Charges</b> (including registry commissioning charges)	Rs._____/ - plus GST
4.	<b>Association Formation Charges</b>	Rs._____/ - plus GST
5.	<b>Extra Development Charges-Amenities</b>	Rs._____/ - plus GST
	<b>Total Extras Charges</b>	Rs._____/ - plus GST

\*\*\*\*\* Registration Fee, Stamp Duty, Electricity Meter Deposit & Mutation Charges would be payable on actuals.

The applicable Taxes, if any, payable on the above Extra Charges as be determined from time to time ("Extra Charges Taxes").

d. The Deposits mentioned in *Schedule "E"* hereunder written shall be payable as and when will be required by the Promoter after execution of this Agreement and the same are also detailed hereinbelow:-

1.	<b>Sinking Fund Deposit</b> - This amount is payable as funds for future repairs replacement, improvements and developments in the Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter may deem fit and proper.	Rs._____/ -
2.	<b>Property tax deposit</b> - This amount is payable against proportionate share of Property Tax for the said Unit for twelve months.	Rs._____/ -
	<b>Total Deposits</b>	Rs._____/ -

The applicable Taxes, if any, payable on the Deposits as be determined from time to time ("Deposit Taxes").

For the sake of brevity, the term "Total Price" shall include the consideration price for the "said Unit" & CP Taxes, Extra Charges, Extra Charges Taxes, Deposits and Deposit Taxes.

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the "said Unit";
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, Cess or any other similar taxes which may be levied in connection with the construction of the Phase-III Project and payable by the Promoter), up to the date of handing over the possession of the "said Unit" to the Allottee(s).  
  
Provided that, in case there is any change/modification in the taxes or any new applicable taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change/modification;
- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified in Schedule "C". In addition, the Promoter shall provide to the Allottee(s) 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 in respect of the "said Unit" includes not only the "said Unit" but also the Common Areas, Common Facilities, internal development charges, external development charges, taxes, cost of providing in the Unit, electrical connectivity, waterline and plumbing, drainage, sewerage, sanitation system, solid waste management system (except cost of operating the system for taking the garbage to the garbage compactor and taking it out), installation of street lighting and organized open space, if any, including land scaping in the common areas of the Phase III Project,

maintenance charges for 12 months and includes cost of all other facilities and amenities, if any, to be provided in the "said Unit" and the Phase-III Project and also the Documentation Charges and any other charges/deposits etc. more particularly mentioned in Clause 1.2 hereinabove.

- (v) The Maintenance Charges shall be payable by the Allottee(s) for the purpose of upkeep, security, management and maintenance of all installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, through a maintenance company created by the Promoter ("Maintenance Company") till the taking over of the maintenance of the same by the Association, in terms of this Agreement. Simultaneously with the taking over of the maintenance of the Common Areas by the Association, the Association shall be entitled to be handed over the prorata period based unused Maintenance Charges, subject to appropriate deductions as provided under this Agreement and accounted thereof;
- 13 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and /or any other increase in charges and taxes, which may be levied or imposed by Competent Authority or any other authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes 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(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 14 The Allottee(s) shall make the payment as per the payment plan set out in

Schedule "C" (hereinafter referred to as the "PAYMENT PLAN").

- 15 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ .....% per annum for the period by which the respective installment has been preponed. Such rebate shall be adjusted from the last installment of the total consideration payable at the time of possession. 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.
- 16 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans (which shall be in conformity with the advertisement, prospectus etc. on the basis of which the sale is effected) in respect of the "said Unit" or the Phase III Project, as the case may be, without the previous written consent of the Allottee(s) as per provisions of the Act.
- 17 The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after construction is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee(s) 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(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 18 The Promoter agrees and acknowledges, the rights of the Allottee(s) is limited to ownership of the "said Unit" and the Allottee(s) hereby accepts the same and shall not, under any circumstances, raise any claim of ownership, contrary to the above;
  - (i) The Allottee(s) shall also have irrevocable right to use the Common Areas, if any, which pertains to the Project. The Allottee(s) shall use the Common Areas, if any, along with other allottee(s)/occupants of the Project, maintenance staff etc. without causing any inconvenience

and hindrance to them.

- (ii) That the computation of the Total Price in respect of the "said Unit" and properties appertaining thereto includes recovery of consideration of the "said Unit and internal development charges, if any, external development charges, taxes, cost of providing up to the said Unit the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, solid waste management system, installation of street lights, organized open space, if any, including landscaping in the Common Areas of the Project, maintenance charges for 12 months and includes cost of all other facilities and amenities, if any, provided within the Unit and any other charges/deposits etc. more particularly mentioned in Clause 1.2 above.
- (iii) The Allottee(s) has the right to visit the Project to it's assess the extent of development of the Phase III Project and his Unit, as the case may be, with prior written intimation and appointment. The Allottee(s) shall comply with all requisite safety measures during such site visit and inspection.

- 1.9. It is made clear by the Promoter and the Allottee(s) agrees that the "said Unit" and properties appertaining thereto shall be treated as a single indivisible unit for all purposes. Unless stated otherwise, it is agreed that the "Phase-III Project" is an independent, self-contained Project on the Said Land and is part of the adjoining other phases of the project to be developed and that it shall form a part of and/or linked/combined with the other adjoining phases of the Project in its vicinity.
- 1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the "said Unit" to the Allottee(s), which it has collected from the Allottee(s), 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 "Phase-III Project"). If the Promoter fails to pay all or any of the outgoings collected by it from all Allottee(s) or any liability, mortgage loan and interest thereon before transferring the "said Unit" to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the "said Unit", to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11. The Allottee(s) has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only as booking amount being part payment towards the Total Price of the "said Unit" on or before the execution of this agreement, the receipt to which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the balance of the Total Price of the "said Unit" as prescribed in the Payment Plan mentioned in Schedule "C" as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he/she/they/it shall be liable to pay interest at the rate specified in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of this Agreement and Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on a written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in Schedule "C" through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "JOKA VATIKA PROJECTS" payable at Kolkata.

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

- 3.1. The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)/

modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on its/his/her/theirs part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they/it 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 regard to matters specified in Clause 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) 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 the Allottee(s) and such third party shall not have any right in the application/allotment of the "said Unit" and the applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

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

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

of the Project as disclosed at the time of registration including extension, if any, of the Project with the Authority and towards handing over the "said Unit" and properties appertaining thereto the Allottee(s) and the Common Areas to the Association, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project subject to formation of the Association and unless prevented by circumstances beyond its control and/or by any Force Majeure event(s). Similarly, the Allottee(s) shall make timely payment of the installments and other dues payable by him/her/them/it and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule "C" ("PAYMENT PLAN").

6. CONSTRUCTION OF THE PROJECT/THE "SAID UNIT" AND "SAID CAR PARKING SPACES" AND PROPERTIES APPURTENANT THERETO:

The Allottee(s) has seen the proposed layout plan of the "said Unit" and proposed, specifications, amenities and facilities in respect of the Apartment/Building/ Phase / Project and accepted the payment plan and the specifications, amenities and facilities which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Phase /Project in accordance with the said lay-out plan, floor plan, specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plan and shall not have an option to make any variation/alteration/modification in the plans of Phase /Project, other than in the manner provided under the Act and the Rules, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE "SAID UNIT" AND PROPERTIES APPURTENANT THERETO:

- 7.1 **Schedule for possession of the "said Unit" And Properties Appurtenant Thereto:** The Promoter agrees and understands that timely delivery of the possession of the "said Unit" to the Allottee(s) is the essence of the Agreement. The Promoter assures to hand over possession of the "said Unit" And Properties Appurtenant Thereto on .... day of .....,

unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project ("Force Majeure"). If, however, the completion of the Phase III Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to extension of time for the delivery of possession of the "said Unit" and properties appurtenant thereto, provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

The Allottee(s) agrees and confirms that, in the event it become impossible for the Promoter to implement the Phase II Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from Allottee(s) within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she/they/it 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. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such GST.

- 7.2 **Procedure for taking possession:** The Promoter upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Phase III Project ("Outgoings Payment Commencement Date") and subject to the Allottee(s) not being in breach of any of his/her/their/its obligations under this Agreement, shall offer in writing the possession of the "said Unit" And Properties Appurtenant Thereto to the Allottee(s) in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice (Possession Notice). Each party agrees and undertakes to indemnify the other party in case of failure of fulfilment of any of the provisions, formalities, documentation pertaining to the aforesaid. The Allottee(s) agrees(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Company, as the case may be,

after the issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project. The Promoter shall handover a copy of such certificate, at the time of conveyance of the said the "said Unit" And Properties Appurtenant Thereto.

It is clarified that the Allottee(s) shall duly comply with all its obligations in case the Promoter issues notice of completion to the Allottee(s) on or before the date mentioned in clause 7.1 above. The Promoter on its behalf shall offer the Possession to the allottee in writing within 30 days of receiving the occupancy / completion certificate of the project.

- 7.3 **Failure of Allottee(s) to take possession of the "said Unit" And Properties Appurtenant Thereto:** Upon receiving a written intimation from the Promoter as per Clause 7.2 above, the Allottee(s) shall take possession of the "said Unit" And Properties Appurtenant Thereto from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the "said Unit" And Properties Appurtenant Thereto to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Clause 7.2 above, such Allottee(s) shall continue to be liable to pay maintenance charges as specified in Clause 7.2 and all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice (Deemed Possession).

- 7.4 **Possession by the Allottee(s):** After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and handing over physical possession of the "said Unit" and properties appurtenant thereto to the Allottee(s), it shall be the responsibility of the Promoter to hand over necessary documents and plans, including Common Areas, Amenities and Facilities to the Association of Allottee(s) or the competent authority, as the case may be, as per the local laws:

Provide that in case of absence of any local law, the Promoter shall hand over the necessary documents and plans including all Common Areas, Amenities and Facilities to the Association of allottee(s) or the competent authority, as the case may be, within 30 (thirty) days after obtaining the

completion certificate of the Project.

- 7.5 **Cancellation by Allottee(s):** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Phase III Project as provided in the Act.

Provided that where the Allottee(s) proposes to cancel/withdraw from the Phase III Project without any fault of the Promoter, then subject to terms mentioned below, the Promoter herein shall be entitled to forfeit the booking amount paid for the allotment along with all interest liabilities of the Allottee(s) (in terms of Sec.19(6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time ("Cancellation Charges") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money, if any, paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within 45 (forty-five) days of such cancellation. It is further clarified that all amounts payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such GST.

- 7.6 **Compensation:** The Promoter shall compensate the Allottee(s) in case of any loss caused to him/her/them/it due to defective title of the Said land, on which the Phase III Project is being developed or has been developed, in the manner as provided under the Act and the claim of compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the "said Unit" and properties appurtenant thereto (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of its business as a Promoter 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(s), in case the Allottee(s) wishes to withdraw from the Phase III Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the "said Unit" and properties appurtenant thereto, with interest at the

rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due. It is clarified that all amounts collected and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such GST.

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the "said Unit" and properties appurtenant there which shall be paid by the Promoter to the Allottee(s) within 45(forty-five) days of it becoming due.

**2. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Owners and/or the Promoter hereby represent and warrants to the Allottee(s) as follows:

- (i) The Owners have marketable title with respect to the "said Plots of Land"; and Promoter has requisite rights to carry out development upon the "said Plots of Land" and absolute, actual physical and legal possession of the "said Plots of Land" for developing the Phase III Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Phase III Project;
- (iii) There are no encumbrances upon the "said Plots of Land" and/or the Phase III Project;
- (iv) There are no litigations pending before any Court of law with respect to the "said Plots of Land" or the "said Unit" and properties appurtenant thereto;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Phase II Project and the "said Plots of Land" or the "said Unit" and properties appurtenant thereto are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the "said Plots of Land" or the "said Unit" and properties appurtenant thereto and the Common Areas, if any;
- (vi) The Promoter has the right to enter into this Agreement and has not

committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) agreed to be created herein, may prejudicially be affected;

- (vii) Save and the except the agreement between the Owners and the Promoter, the 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 Unit" and properties appurtenant thereto which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the "said Unit" and properties appurtenant thereto to the Allottee(s) 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 "said Unit" and properties appurtenant thereto to the Allottee(s) and the Common Areas, Amenities and Facilities of the Project to the Association of Allottee(s) or the competent authority, as the case may be, after the completion of the Project;
- (x) The "said Plots of Land" is not the subject 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 Plots of Land'.
- (xi) The Owners/Promoter have duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project has been issued and the possession of the "said Unit" along with the Common Area, (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Association of the Allottee(s) or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including



any notice for acquisition or requisition of the "said Plots of Land") has been received by or served upon the Owners/Promoter in respect of the "said Plots of Land" and/or the said Phase III Project;

(xiii) That the Property is not a 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. The Promoter fails to provide ready to move in possession of the "said Unit" and properties appurtenant to the Allottee(s) within the time period specified in Clause 7.1 or fails to complete the Phase III Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the "said Unit" and properties appurtenant thereto shall be in a habitable condition, which is complete in all respect and for which the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called has been issued by the competent authority as per the Act for the Project;
- ii. Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by the Promoter under the conditions listed above, the Allottee(s) is entitled to the following:

- i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the development of the "said Unit" and properties appurtenant thereto as agreed and only there after the Allottee(s) be required to make the next payment without any interest; or
- ii. The Allottee(s) shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the Total Price of the "said Unit" and properties appurtenant thereto along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.

It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such GST.

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the "said Unit" and properties appurtenant thereto, which shall be paid by the Promoter to the Allottee(s) within 45 (forty-five days) of it becoming due.

- 9.3 The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:
- i. In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rates specified in the Rules;
  - ii. In case of Default by Allottee(s) under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the "said Unit" and properties appurtenant thereto in favour of the Allottee(s) and refund the money paid to it by the Allottee(s) by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall there upon stand terminated. Provided that the Promoter shall intimate the Allottee(s) about such termination at least 30(thirty) days prior to such termination.
  - iii. The Allottee(s) expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the "said Unit" and properties appurtenant thereto (and this Agreement) in terms of this Agreement by the Promoter or the Allottee(s), as the case may be, the Promoter shall be at liberty to execute, present or registration and register unilaterally a deed of cancellation and the Allottee(s) shall cease to have any right title interest whatsoever in the "said Unit" and properties appurtenant thereto or Land or Project on and from the date of expiry of

the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee(s), as the case may be.

10. **DEED OF CONVEYANCE OF THE "SAID UNIT" AND PROPERTIES APPURTENANT:**

The Promoter, on receipt of Total Price of the "said Unit" and properties appurtenant thereto as mentioned in Clause 1.2 above from the Allottee(s), shall execute a Deed of Conveyance and transfer to the Allottee(s) the right, title and interest and convey the title of the "said Unit" with irrevocable right to use the Common Areas within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project, to the Allottee(s):

Provided that in the absence of local law, the Deed of Conveyance in favour of Allottee(s) shall be carried out by the Promoter within 3 months from the date of issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project. However, in case the Allottee(s) fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the Deed of Conveyance in his/her favour till payment of the stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable to compliance of the provision of India Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority.

It is clarified that the Deed of Conveyance shall be drafted by the solicitors/advocates of the Promoter and shall not be in consistent with or in derogation of the terms and conditions agreed by the Parties herein.

11. **MAINTENANCE OF THE "SAID UNIT" AND PROPERTIES APPURTENANT/PROJECT:**

The Promoter shall be responsible to provide and maintain through the Maintenance Company or by itself, the essential services of the Phase III Project till the taking over of the maintenance of the "Phase-III Project" by the Association. The cost of maintenance for the period starting from date of Completion certificate to taking over possession (i.e. within 3 months

from date of letter by the promoter) by the Allottee has been included in Point no. 1 of Schedule E.

However, the Allottee(s) undertake to make necessary payments over and above such advance maintenance charges, if necessary, for such maintenance as fixed by the Promoter at actuals/ by the Association of the Allottee as the case may be.

In case the formation of the Association is delayed, the Promoter shall provide and maintain the essential services in the said Phase III Project till the Association is formed and the said "Phase-III Project" is handed over to the Association and the Allottee(s) shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter at actuals.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and the Common Facilities are contained in Additional Terms hereunder and all the Allottee(s) of Units shall be bound and obliged to comply with the same.

12. **DEFECT LIABILITY:**

It is agreed that incase any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, 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 Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the Promoter shall hand over the possession of the "said Unit" on completion of the Phase III Project to the Allottee(s) by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement.

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

The Allottee(s) hereby agrees to purchase the "said Unit" on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and

thereafter billed by the maintenance agency/company appointed or the association of allottee(s) (or the maintenance agency/company appointed by it) and performance of the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency/company or the association of the allottee(s) from time to time.

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

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

**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, underground water tanks, pump rooms, maintenance and service rooms, and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the service areas in any manner whatsoever, and the same shall be reserved for use by the Maintenance Company/Promoter for rendering maintenance services.

**16. COMPLIANCE WITH RESPECT TO THE "SAID UNIT":**

- 16.1.** Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the "said Unit" at his/her own cost and shall not do or suffer to be done anything in or to the "said Unit", which may be in violation of any laws or rules of any authority or change or alter or make additions to the "said Unit" and keep the "said Unit", its demarcation provisions of sewers, drains, pipes, electricity supply, waste management and any other appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. is not in any way damaged or jeopardized.
- 16.2.** The Allottee(s) further undertakes, assures and guarantees that he/she/they/it would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/fasade of the

Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the "said Unit" or place any heavy material in the common passages or staircase of the Building/Project.

- 16.3. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the "said Unit", the Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association, as the case may be. The Allottee(s) 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 Parties are entering into this Agreement for the allotment of the "said Unit" and properties appurtenant with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the Allottee(s) hereby undertakes that he/she/they/it shall comply with and carry out, from time to time after he/she/they/it has taken over for occupation and use the "said Unit" and properties appurtenant, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the "said Unit" and properties appurtenant at his/her own cost.

18. **ADDITIONAL CONSTRUCTION:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Phase-II of the Project after the Building Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and the Rules.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE ACHARGE:**

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

20. **APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottee(s) that the "Phase-III Project" in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules made there under and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

21. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal 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(s) 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(s) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection there with including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the "said Unit" and properties appurtenant.

23. **RIGHT TO AMEND:**

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/  
SUBSEQUENT ALLOTTEE(S):

It is clearly understood and so agreed by and between the parties here to that all the provisions contained herein and the obligations arising hereunder in respect of the "said Unit" and properties appurtenant and the Project shall equally be applicable to and enforceable against any subsequent Allottee(s), in case of a transfer, the said obligations go along with the "said Unit" and properties appurtenant 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(s) in not making payments as per the Payment Plan [Schedule "C"] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- 25.2. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions here of 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 the Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made there under 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(s) has to make any payment, in common with other allottee(s) of the Project, the same shall be the proportion which the carpet area of the "said Unit" bears to the total carpet area of all other Units in the Project.

**28. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in 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 their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s). After the Agreement is duly executed by the Allottee(s), the Owners and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registration Authorities. Hence this Agreement shall be deemed to have been executed at Kolkata

**30. NOTICES:**

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post or through registered e-mail ID at their respective address/es specified below:

Allottee(s): (1) \_\_\_\_\_ and (2) \_\_\_\_\_

Address: \_\_\_\_\_

Owners: (1) \_\_\_\_\_ and (2) \_\_\_\_\_

Address: \_\_\_\_\_

Promoter: JOKA VATIKA PROJECTS  
ARRJAVV PARK,

54A, SARAT BOSE ROAD,  
KOLKATA - 700 025.

It shall be duty of the Allottee(s), the Owners and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

**31. JOINT ALLOTTEES:**

That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her/them/it 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 Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto. Such other terms and condition shall not be in derogation of or inconsistent with the terms and condition set out above or the Act and the rules and regulations made thereafter.

**34. ADDITIONAL TERMS:**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions and covenants on the part of the Owners, Promoter and Allottee(s) to be respectively paid observed and performed, as the case may be

### 34.1. ADDITIONAL DEFINITIONS:

In addition to any other terms which are defined in this Agreement by inclusion in parenthesis and/or quotations, the undernoted terms, shall, unless repugnant to the context or meaning thereof, have the meaning respectively assigned to each of such terms hereinbelow:-

“**Agreement**” shall mean this agreement together with each of the Recitals and Schedules stated and/or incorporated herein by reference or otherwise, as may be amended in the manner as recorded herein and/or in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to this agreement.

“**Balcony/Verandah**” shall mean the balcony(ies)/verandah(s) which is/are meant exclusively for the use of an Allottee(s), and which comprises an integral and inseparable part/component of a Unit.

“**Booking Amount**” shall mean 10% (ten percent) of the Unit & CP Price.

“**Building**” shall mean the new building consisting of various self-contained residential Units and constructed spaces, proposed to be constructed at the said Plots of Land.

“**Car Parking space**” shall mean all the spaces in the portions at the ground floor level/podium level of the villa/house/bungalow, whether open or covered or mechanical, of the Project expressed or intended to be reserved for parking of private medium sized motor car(s)/two wheelers.

“**Carpet Area**” shall mean the net usable area of a Residential Unit, excluding the area covered by the external walls, areas under the services' shafts, the areas respectively comprised in the Balcony/Verandah and the Open Terrace, but including the area covered by the internal partition walls of such Unit.

“**Common Expenses**” shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee(s) and the other Allottee(s), each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottee(s):

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottee(s) for rendition of the Common Purposes; and

- b) all the Outgoings payable in respect of the said Plots of Land, the said Unit, the Common Areas; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the said Plots of Land and/or the villa/bungalow/house including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and
- d) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas; and
- e) All expenses towards electricity and annual maintenance charges of the mechanized car parking space, however, it being made clear that the said mechanized car parking space shall not be part of common areas; and
- f) Such other charges, expenses etc. as determined by the Promoter from time to time; and
- g) Each of the aforesaid together with the applicable Taxes thereon.

"Common Purposes" shall include:

- (i) the maintenance, management, upkeep, administration, protection etc. of the said Plots of Land, the Villa/Bungalow/House/Unit, the Common Areas and the several facilities etc. at/of the said Plots of Land and/or the Villa/Bungalow/House/Unit including the repairs, replacements, improvements etc. thereof;
- (ii) dealing with and regulating matters of common interest of each of the Allottee(s) relating inter alia to their mutual rights and obligations in respect of the said Plots of Land and the Phase II Project, for the use and enjoyment of their respective Units and the Common Areas;
- (iii) Insurance of the Project and the Common Areas;

- (iv) The collection and disbursement of the Common Expenses;
- (v) all other common purposes and/or other matters, issues etc. in which the Allottee(s) have common interest relating to the Project, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter; and
- (vi) all other common expenses and/or other matters issues etc. which the Allottee(s) have common interest relating to the said Plots of Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter.

“Outgoings” shall mean all the municipal rates and taxes, land revenue, assessments, electricity charges (including transmission loss), utility charges and all other outgoings by whatever name called including but not limited to those determined by the Promoter, which shall be final and binding on all the Allottee(s) including the Allottee, each together with the applicable Taxes, interest and penalty thereon, if any.

**34.2. ADDITIONAL TERMS AND COVENANTS REGARDING TRANSFER AND/OR NOMINATION BY THE ALLOTTEE(S):**

The Allottee(s) admits and accepts that after the Lock in period of 12 months and before the execution and registration of conveyance deed of the “said Unit” and properties appurtenant the Allottee(s) may nominate this agreement any time before the registration of the Deed of Conveyance, subject to the following conditions;

- i) The profile of the Transferee is accepted by the Promoter.
- ii) The Allottee(s) shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.
- iii) A nomination fee equivalent to 2% (two percent) of the total Consideration Price of the “said Unit” together with applicable taxes, if any, shall be payable to the Promoter. The Promoter shall consent to such nomination only upon being paid the fee / charge as aforesaid;
- iv) All amounts agreed to be payable by the allottee(s) intending to nominate this Agreement has already been paid to the Promoter.

- v) Any such nomination or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee(s) to be observed fulfilled and performed;
- vi) All stamp duty and registration charges, legal fees and other charges and outgoings as may be occasioned due to aforesaid transfer /nomination/assignment/alienation shall be payable by the Allottee(s) or its transferee/nominee.

**34.3. ADDITIONAL TERMS AND COVENANTS REGARDING THE TOTAL PRICE, DEPOSITS, EXTRA CHARGES ETC., AND THE PAYMENT THEREOF:**

- (a) In consideration of this Agreement and as and by way of consideration for being granted the specific rights and/or permissions of the nature stipulated in this Agreement, and accepting each of the terms and conditions stipulated in this Agreement, in addition to payment of the Total Price, the Allottee shall be liable and responsible to and hereby agree(s) and undertake(s) to make payment of the various amounts as determined by the Promoter. (each together with the applicable Taxes thereon) to the Promoter and/or other entities, each as identified and stipulated by the Promoter, each to be paid/deposited within such time frames as may be determined by the Promoter, it being unequivocally agreed, understood, acknowledged and accepted by the Allottee(s) as follows:-
  - (i) that certain deposits are in the nature of transferable deposits and/or funds, which shall be held by the Promoter, free of interest and shall be made over by the Promoter to the Association after its formation, subject to deductions, if any, as ascertained by the Promoter;
  - (ii) that without making payment of the entirety of each of the Total Price, Interest (if any), TDS Interest (if any) amongst others, each in the manner and within the time periods stipulated by the Promoter and fulfilling each of his/her/their/its obligations, all to the satisfaction of the Promoter, the Allottee(s) shall not be entitled to call upon the Promoter to hand over the "said Unit" And Properties Appurtenant, and further without making

payment of the Common Expenses, the Allottee(s) and/or his/her/their/its Permitted Transferee(s) and/or permitted users/occupiers shall not be entitled to use and enjoy and/or to continue the user and enjoyment of the Common Areas.

- (b) In no event shall the Allottee(s) be entitled to or shall claim/demand any abatement or reduction or deduction in the Total Price on any ground whatsoever or howsoever provided that the Allottee(s) shall only be entitled to deduct from the consideration price of the "said Unit", the amount, if any, towards the prevailing applicable tax deductible at source subject to the Applicable Laws ("TDS").
- (c) It is agreed and understood between the Parties that in the event at any time prior to the expiry of the scheduled date of completion of the Project as envisaged at the time of registration of the Project under the Act and as extended from time to time:
  - (i) there be any change, modification, amendment, increase, decrease etc. in any of the Taxes comprising the Consideration Price of the "said Unit", Extras and Deposits and/or the manner of computation thereof including but not limited to due to change of/in Applicable Laws; and/or
  - (ii) any new and/or fresh taxes, cesses, assessments, duties, levies, charges, impositions etc. (central, state or local) by whatever name called be imposed, levied, notified etc. with retrospective effect or otherwise including but not limited to on the Project and/or the "said Unit" And Properties Appurtenant and/or this Agreement and/or the transaction contemplated under this Agreement; then and in such an event, each of the several amounts payable by and/or to be deposited by the Allottee(s) shall accordingly stand increased or decreased, as the case may be, and further some additional amounts may become payable by the Allottee(s), and the Allottee(s) hereby covenant(s) and undertake(s) to make timely payment/deposit of each of such amounts in terms of the demand(s) and/or revised demands raised by the Promoter provided that in no event shall the Allottee(s) be entitled to call upon the Promoter to refund any amount since then already paid by the Allottee(s) to the Promoter.
- (d) The Allottee(s) shall be bound and obliged to and undertake(s) and

covenant(s) to make payment of and/or deposit each amount within the timelines determined/ designated by the Promoter for the same, and while the Promoter shall periodically intimate in writing to the Allottee(s) the amount payable and the Allottee(s) shall make pay/deposit the amount(s) as demanded by the Promoter within the time period and in the manner specified in such intimation. The Allottee(s) has covenanted and undertaken to and further hereby and hereunder covenant(s) and undertake(s) to make payment of the Total Price in terms of the Payment Plan, it being recorded that the Allottee(s) has informed the Promoter that such schedule of payment comprising the Payment Plan is more convenient to/for the Allottee(s), and the Allottee(s) covenant(s) and undertake(s) to make each of such payments as and when the same become due.

- (e) The Allottee(s) shall be bound and obliged to and undertake(s) to: (i) deposit with the concerned authorities, the TDS if any deducted, within the 7th (seventh) day of the month succeeding the month of payment; and (ii) issue and hand over to the Promoter, the relevant TDS certificate within the time period stipulated by Applicable Laws, failure whereof shall attract and accrue interest on the amount so deducted for the period of default/delay, such interest to be calculated at the rate prescribed/prevaling under the Applicable Laws governing the subject matter of TDS ("TDS Interest"). Delay caused by the Allottee(s) in fulfilling the aforesaid obligation shall be deemed to be an event of default by the Allottee(s) in his/her/ their/its payment obligations, which shall entail the same consequences as stated in para/ clause 35.5 hereunder.
- (f) In case the Promoter condones the default of the Allottee(s) in making timely payment of and/or in depositing any amount and/or in depositing the TDS and/or furnishing the TDS certificate within the stipulated timeline(s), then and in such an event, the Allottee(s) shall, along with the outstanding dues and/or arrears, pay to the Promoter, the Interest and/or the TDS Interest, as the case may be, on each of the amounts remaining unpaid/outstanding for the period of default/delay until the date of actual realization thereof together with the administrative charges in terms of the then prevailing policy of the Promoter in respect thereof. Any condonation granted by the Promoter shall not amount to waiver of the future defaults and/or the breaches



and/or delays of/by the Allottee(s) and shall be without prejudice to the other rights of the Promoter.

- (g) Notwithstanding anything to the contrary stated anywhere in this Agreement, any payment made by the Allottee(s) (notwithstanding any specific instruction regarding the same having been given/issued by the Allottee(s)) shall, at the first instance, be applied by the Promoter towards payment of the Interest and the TDS Interest ascertained by the Promoter as due and payable by the Allottee(s), and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Allottee(s) as ascertained by the Promoter, and the Allottee(s) authorize(s) and empower(s) the Promoter to so adjust and/or appropriate all payments made by the Allottee(s), and the Allottee(s) undertake(s) not to object to the same and/or to demand/direct the Promoter to adjust the payments in any manner.
- (h) All payments shall be made by the Allottee(s) at the office of the Promoter against proper receipts and in no event shall the Allottee(s) be entitled to set up any oral agreement regarding payment or otherwise. Further, all costs in respect of any payment being made by outstation/dollar cheques, shall be borne and paid by the Allottee(s). Furthermore, on the dishonor of any banking negotiable instrument on any ground whatsoever, without prejudice to the other rights and remedies of the Promoter and/or of the Other Entities, the Allottee(s) shall compensate the Promoter and/or the Other Entities for every such dishonor by making payment of Rs.1,500/- (Rupees One Thousand Five Hundred) only and applicable taxes, if any, and the Allottee(s) accept(s) and consent(s) to the same.

**34.4. ADDITIONAL TERMS AND COVENANTS REGARDING CONSTRUCTION:**

- (a) The date stipulated in para/Clause 7.1 hereinabove are hereby and hereunder accepted and confirmed by the Allottee(s) and the Allottee(s) hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in para/Clause 7.1 hereinabove the "said Unit" And Properties Appurtenant is ready for hand over in terms of this Agreement, the Allottee(s) undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of

his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee(s) are linked inter alia to the progress of construction, and the same is not a time linked plan.

- (b) The rights of the Allottee(s) is limited to ownership of the "said Unit" together right to use the car parking space, if any and the right to use the Common Areas, Amenities and Facilities of the Project and the Allottee(s) hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

**34.5. ADDITIONAL TERMS AND COVENANTS REGARDING POSSESSION/HAND OVER:**

Failure of Allottee(s) to take possession of "said Unit" and properties appurtenant: In case the Allottee(s) fails to take possession within the time provided in para 7.2 in the Possession Notice such Allottee(s) shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (Deemed Possession) and also pay demurrage charges to the Promoter at the rate of Rs...../- (Rupees ..... ) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee(s) takes the possession of the "said Unit" And Properties Appurtenant.

**34.6. ADDITIONAL TERMS AND COVENANTS REGARDING EVENTS OF DEFAULTS AND/OR CANCELLATION AND/OR TERMINATION, AND ITS CONSEQUENCES:**

- (a) In the event the Allottee(s) is in breach of and/or has failed to perform and observe any of his/her/their/its covenants, obligations, representations or warranties under this Agreement and/or the terms and conditions of this Agreement, which breach and/or failure has not been remedied despite having been issued a notice in that regard, the Allottee(s) shall be considered under a condition of default, and an Allottee(s) Event of Default shall be deemed to be occurred.
- (b) Without prejudice to and in addition to the events/grounds stated elsewhere in this Agreement, on the occurrence of an Allottee(s) Event of Default which continues for a period beyond 30 (thirty) days after notice from the Promoter in this regard, then without prejudice to the right of the Promoter to charge and recover from the Allottee(s), Interest and other amounts as stipulated in this Agreement including

that for the period of delay, the Promoter shall be entitled, at its option, and is hereby authorized by the Allottee(s), to determine and/or rescind and/or terminate this Agreement provided that the Promoter shall intimate the Allottee(s) about the Promoter's intention to so terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

- (c) The Allottee(s) may at any time after the date hereof and without the occurrence of any Promoter Event of Default, but not later than 30 (thirty) days prior to the execution and registration of the Conveyance Deed subject to the terms hereof, by a 30 (thirty) days' notice in writing intimate the Promoter of his/her/their/its intent to terminate this Agreement provided that in view of inter alia the fact that the Promoter has as a consequence of this Agreement blocked the "said Unit" And Properties Appurtenant for the Allottee(s), on the date of termination of this Agreement by the Promoter and/or by the Allottee(s) in terms hereof and in such event the undernoted mutually agreed amounts shall, without any further act, deed or thing by the Promoter and/or by the Allottee(s) stand forfeited in favour of the Promoter from out of all the sums paid/deposited till such date by the Allottee(s) to/with the Promoter :-
- (i) a sum equivalent to 10% (Ten percent) of the Total Price of the "said Unit" together with the applicable Taxes thereon;
  - (ii) the Interest and/or the TDS Interest, if any due, accrued and payable by the Allottee(s) on any amount, as ascertained by the Promoter;
  - (iii) all amounts paid/payable by and/or recoverable from the Allottee(s) towards any of the Taxes;
  - (iv) brokerage/commissions paid to any real estate agent/channel partner/broker;
  - (v) stamp duty, registration fees/charges, legal fees and charges and any other fees, charges etc. payable/to be paid/ paid on pertaining to this Agreement and the Deed of Cancellation;
- (d) The Allottee(s) accept(s) and confirm(s) that all and/or any amounts collected by the Promoter as Taxes/taxes payable and deposited with the concerned authorities shall not be returned/refunded by the Promoter, and the Allottee(s) shall be free to approach the authorities

concerned for refund of such Taxes,

The Allottee(s) covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand, action etc. contrary to the aforesaid.

- (e) In the event after the aforesaid forfeiture, the Promoter ascertains that any amount is to be refunded by the Promoter to the Allottee(s), such amount will be refunded: (i) without any interest and/or compensation; and (ii) subject to the Allottee(s) executing, at his/her/their/its cost and expense, the Deed of Cancellation if so determined by the Promoter; and (iii) only after the Promoter has entered into a fresh agreement in respect of the "said Unit" And Properties Appurtenant Thereto with any other Person(s). The Allottee(s) acknowledge(s) that it is justifiable and hereby consent(s) to the same.
- (f) Notwithstanding the non-execution of the Deed of Cancellation, immediately on the issuance and/or acceptance/receipt of the termination notice by the Promoter, the Allottee(s) shall cease to have any manner of right or claim or demand under this Agreement and/or against the Promoter (save and except receipt of refund, if any, subject to and/or in accordance with the above mentioned provisions) and the Promoter shall stand released and discharged from all its obligations and liabilities under this Agreement.
  - (i) It is unequivocally agreed and understood that upon termination or cancellation of this Agreement on the terms stipulated in this Agreement, the Parties hereto shall, if so determined by the Promoter at its sole and absolute discretion, but without prejudice to the provisions mentioned hereinabove, execute a Deed of Cancellation for the same and register the same with the Registering Authority ("Deed of Cancellation"), at the cost and expense of the Allottee(s).
  - (ii) In the event the Allottee(s) fail(s) or refuse(s) to execute and/or register the Deed of Cancellation for any reason whatsoever, the Allottee(s) shall, in addition to his/her/their/its liability stated anywhere in this Agreement, be liable and obliged to and undertake(s) to pay to the Promoter an amount equivalent

to 10% (ten percent) of the Total Price together with all costs, expenses, losses, damages etc. as may be suffered, incurred or sustained by the Promoter, due to such default of the Allottee(s).

- (g) Notwithstanding anything elsewhere to the contrary contained in this agreement including in the Schedules hereto, the Allottee(s) expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the "said Unit" And Properties Appurtenant and/or this Agreement in terms of this Agreement by the Promoter or the Allottee(s), as the case may be, in that event the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the same without the requirement of the presence or signature of the Allottee(s) in such deed of cancellation and the Allottee(s) shall cease or be deemed to have ceased to have any right title or interest in the "said Unit" And Properties Appurtenant/Building/Project on and from the date of termination/cancellation.
- (h) Notwithstanding anything elsewhere to the contrary contained in this Agreement, it will not be necessary for the Promoter to complete and install all the Common Areas and Installations, facilities and amenities before giving possession to the Allottee(s)(s). The "said Unit" shall be deemed to be in a habitable condition as soon as the same is completed internally in accordance with the specifications mentioned in the Part - II of the Schedule "B" hereunder written, the entrance lobby of the Project, water drainage sewerage and provisional electricity connection are provided in or for the "said Unit". The Allottee(s)(s) shall not withhold or make any delay in payment of the consideration money to the Promoter after receiving the possession notice for not making over the part or portion of the Common areas and Installations, facilities and amenities which would be under construction at that time.
- (i) The Promoter shall have the exclusive right to put up any neon sign, hoardings and other display materials of "ARRJAVV GROUP" on any part or portion of the Common Areas and the Allottee(s) agrees and acknowledges the same.

**34.7. ADDITIONAL TERMS AND COVENANTS REGARDING THE DEED OF CONVEYANCE:**

- i) After and subject to compliance by the Allottee(s) of each of his/her/their/its obligations to the satisfaction of the Promoter including but not limited to receipt by the Promoter of each of the several amounts due and payable by and/or to be deposited by the Allottee(s) and further subject to the Allottee(s) depositing with and/or making payment to the Promoter and/or to the concerned Governmental Authority of each of the amounts stipulated in this Agreement including those stipulated hereinbelow and furthermore subject to the Allottee(s) not having committed any breach, violation, contravention etc. of any of the terms and conditions as stipulated herein and as determined by the Promoter, the Promoter and the Allottee(s) shall take steps to execute in favour of the Allottee(s), the deed of conveyance, whereby and whereunder the title in respect of the "said Unit" shall be transferred and conveyed in favour of the Allottee(s), such Deed of Conveyance(s) being in such form and containing such particulars and/or covenants and/or stipulations as drafted by the Advocates of the Promoter ("Conveyance Deed"), on such date as may be determined by the Promoter provided that in the absence of any Applicable Law, the Promoter shall subject to the afore stated and further unless prevented by a Force Majeure Event, comply with its aforesaid obligation within 3 (three) months from the date of issuance of the Completion Certificate or within such time period as may be prescribed under the Act and/or Rules.
- ii) In addition to the amounts stated elsewhere in this Agreement, the Allottee(s) shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to bear and pay inter alia: (i) the entire stamp duty, registration fees and other fees, taxes and charges as may be levied from time to time by the government and/or any other authority(ies) and/or any Governmental Authority on the aforestated transfer of the "said Unit", if any and/or the Undivided Share, including those applicable/prevaling at the time of registration of the Conveyance Deed.

**34.8. ADDITIONAL TERMS AND COVENANTS REGARDING**

**MAINTENANCE OF THE SAID BUILDING/SAID APARTMENT AND PROPERTIES APPURTENANT/PROJECT:**

- i) The Allottee along with the other allottee(s) in the said Project shall join and form and register society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said "Association") to be known by such name as the Promoter may decide. For the said purpose the Allottee(s) shall sign and execute application for registration and/or membership and other papers and documents as necessary for the formation and registration of such Association and for becoming a member, including bye laws of the proposed Association. The Allottee shall duly fill in sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s) so as to enable the Promoter to register the Association of the Allottee(s). The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the unit owners in complying with the above.
- ii) The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted units, areas and spaces in the Project.
- iii) The Allottee(s) hereby agrees and confirms that from the Outgoings Payment Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Project (Common Expenses and expenses incurred for Common Purposes and expenses namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, annual maintenance charges, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the same) irrespective of whether the Allottee(s) is in occupation of the said Apartment or not and construction activity is continuing and infrastructure, facilities and amenities are not fully completed. The Allottee(s) further agrees that till the Allottees' share is so determined, the Allottee(s) shall pay to the Promoter provisional monthly contribution of maintenance charges and lump sum Maintenance

Deposit towards the outgoings. The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.

- iv) In case of failure of the Allottee(s) to pay the maintenance Charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Promoter and/or Maintenance Company to deny him/her/them/it the maintenance services, facilities, amenities, disconnection of water supply, disconnection of electricity/DG back up etc. and also charging interest as per the provisions of the Act.
- v) Upon the said Association being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement. The Allottee(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Company/Promoter as may be framed by the Maintenance Company/Promoter from time to time for the upkeep and maintenance of the Project.

**34.9. ADDITIONAL TERMS AND COVENANTS REGARDING THE RIGHT OF THE PROMOTER TO CREATE CHARGE/MORTGAGE:**

- i) Notwithstanding anything contained herein, by the execution of this Agreement the Allottee(s) has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other Encumbrances over and in respect of the Said Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution and/or any other persons providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, title and interest of the Allottee(s). For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee(s) for creation of charge/ mortgage over any



part or portion of the Said land and/or the Building, and no separate consent of the Allottee(s) shall be required for the said purpose.

- ii) The Promoter undertakes to cause its bank(s)/ financial institution(s) to: (a) issue, if necessary, a no-objection letter in favour of the Allottee(s)/ financier bank(s)/ financial institution(s) / any other persons to enable the Allottee(s) to take a home loan from any bank or financial institution for financing the purchase of the "said Unit" And Properties Appurtenant; and (b) upon receipt by the Promoter from the Allottee(s) (to the complete satisfaction of the Promoter), of the full payment and/or deposit, as the case may be, of all sums, amounts etc. payable/to be deposited by the Allottee(s) in terms of this Agreement, before execution of the Conveyance Deed in favour of the Allottee(s), subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other Encumbrances, if any created by the Promoter over and in respect of the "said Unit" And Properties Appurtenant Thereto, to be discharged and/or released.

**34.10. ADDITIONAL TERMS REGARDING THE ROADWAY, DRIVEWAY AND OTHER COMMON AREAS TO BE DEVELOPED AS PER ROADWAY/DRIVEWAY AGREEMENT AND ALSO THE CLUB TO BE DEVELOPED AT THE PROJECT:**

- (i) The Allottee(s) of Units in Phase-III Project along with the owners/occupants of Units of the other Phases of the Project would jointly use and enjoy in common Club as also the roadway, driveway, boundary wall and other common areas and facilities, which would be developed in pursuance of the said "Roadway/Driveway Agreement".
- (ii) The Allottee(s) of Units in Phase-III Project shall extend their co-operation and assistance in the matter of development of the Club as also development of the roadway, driveway, boundary wall and other common areas and facilities at or upon the land parcels, described in *Part-VI of Schedule "A"* hereunder written and the same in pursuance of "Roadway/Driveway Agreement".
- (iii) The Allottee(s) of Phase-III Project shall proportionately bear and pay

the costs of development and construction as also repairs and maintenance of the roadway, driveway, boundary wall and other common areas and facilities, which are developed in pursuance of the said "Roadway/Driveway Agreement".

- (iv) It is recorded that the proposed roadway/driveway/boundary wall to be developed at or upon the land parcel, described in *Part-VI of Schedule "A"* above written shall at all times be meant for common use by the owners/occupants of Units of Phases I, and all future phases to be developed under the project.
- (v) The Allottee(s) of Units at Phase-III Project shall duly perform their obligations under the "Roadway/Driveway Agreement".
- (vi) Allottee(s) of Phase-III Project along with the owners/occupants of villas, bungalows, flats and other spaces of the other Phases which are hereafter developed by the Promoter shall jointly use and enjoy the Club to be developed by the Promoter within the Project.

**34.11. ADDITIONAL TERMS AND COVENANTS OF THE ALLOTTEES:**

**a. Allottees' Covenants:**

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

- i) **Allottee(s) aware of and satisfied with common areas amenities and facilities and specifications:**  
The Allottee(s), upon full satisfaction and with complete knowledge of the Common Areas, Amenities and Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee(s) has examined and is acquainted with the Phase III Project and has agreed that the Allottee(s) shall neither have nor shall claim any right over any portion of the Phase II Project save and except the "said Unit".
- ii) **Allottee(s) to mutate and pay rates & taxes:**  
The Allottee(s) shall (1) pay all fees and charges and cause mutation of the name of the Allottee(s) in the records of the B.L.&L.R.O. and other concerned authority, within 30 (thirty)

days from the date of taking conveyance deed of the "said Unit" And Properties Appurtenant and (2) pay the rates & taxes (proportionately for the Project and wholly for the "said Unit" And Properties Appurtenant from the date of possession notice and until the "said Unit" and Properties Appurtenant is separately mutated and assessed in favour of the Allottee(s), on the basis of the bills to be raised by the Promoter/ Association such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee(s) further admits and accepts that the Allottee(s) shall not claim any deduction or abatement in the aforesaid bills.

iii) **Allottee(s) to pay maintenance charge:**

The Allottee(s) shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association, such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee(s) further admits and accepts that (1) the Allottee(s) shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association.

iv) **Charge/Lien:**

The Promoter shall have first charge and/or lien over the "said Unit" And Properties Appurtenant for all amounts due and payable by the Allottee(s) to the Promoter provided however if the "said Unit" And Properties Appurtenant is purchased with assistance of a bank/financial institution, then such charge/lien of the Promoter shall stand extinguished on the bank/financial institution provided all dues payable to the Promoter are cleared by the Allottee(s) and/or such bank/financial institution.

b. **Obligations of Allottee(s):**

**The Allottee(s) shall:**

i) **Co-operate in management and maintenance:**

Co-operate in the management and maintenance of the

Common Areas facilities and amenities by the Promoter/ Association.

- ii) **Observing Rules:**  
Observe the rules framed from time to time by the Promoter/ Association for the beneficial common enjoyment of the Common Areas, facilities and amenities.
- iii) **Paying Electricity Charges:**  
Pay for electricity and other utilities consumed in or relating to the "said Unit" from the date of fit out.
- iv) **Meter and Cabling:**  
Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the "said Unit" only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit owners. The main electricity meter shall be installed only at the space designated for common meters.
- v) **Residential Use:**  
Use the "said Unit" for residential purpose only. Under no circumstances shall the Allottee(s) use or allow the "said Unit" to be used for commercial, industrial or other non-residential purposes. The Allottee(s) shall also not use or allow the "said Unit" to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- vi) **Maintenance of Apartment:**  
Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the "said Unit", at the cost of the Allottee(s).
- vii) **No Alteration:**  
Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the "said Unit" and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the "said Unit".

- viii) **No Structural Alteration and Prohibited Installations:**  
Not alter, modify or in any manner change the structure or any civil construction in the "said Unit" and the building. The Allottee(s) shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event any change is made by the Allottee(s) before or after the date of Deed of Conveyance, then the Promoter and/or the Association shall be entitled to demolish the changes and restore the "said Unit" to its original position at the cost of the Allottee(s). The Allottee(s) shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee(s).
- ix) **No Air Conditioning Without Permission:**  
Not to install any window air-conditioning units anywhere in the "said Unit" and not to change the manner of installation of air-conditioners in the bedrooms and further install air-conditioners only in designated areas as approved by Promoter.
- x) **No Collapsible Gate:**  
Not install any collapsible gate outside the main door / entrance of the "said Unit".
- xi) **No Grills :**  
Not install any grill on the balcony or verandah.
- xii) **No Sub-Division:**  
Not to sub-divide the "said Unit" and the Common Areas, under any circumstances.
- xiii) **No Change of Name:**  
Not to change/alter/modify the name of the Project from that mentioned in this Agreement.
- xiv) **No Nuisance and Disturbance:**  
Not to use the "said Unit" or the Common Areas or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Phase III Project and/or the neighboring Phases and not

make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

- xv) **No Storage:**  
Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- xvi) **No Obstruction to Promoter/Association:**  
Not to obstruct the Promoter/ Association in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Phase III Project and/or the Project and selling or granting rights to any person on any part of the said Phase III Project and/or other Phases of the Project.
- xvii) **No Obstruction of Common Areas:**  
Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the "said Unit".
- xviii) **No Violating Rules:**  
Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.
- xix) **No Storing Hazardous Articles:**  
Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the "said Unit", the Common Areas, and the Phase III Project.
- xx) **No Signage:**  
Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the "said Unit"/said Phase III Project save at the place or places provided therefor. Provided that this shall not prevent the Allottee(s) from displaying a standardized name plate outside the main door of the "said Unit".

- xxi) **No Hanging Clothes:**  
Not to hang or cause to be hung clothes from the balconies of the "said Unit".
- xxii) **Pay Goods & Service Tax:**  
To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee(s) to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee(s) in terms of this Agreement.
- xxiii) **Notification regarding Letting/Transfer:**  
If the Allottee(s) lets out or transfers the "said Unit", the Allottee(s) shall immediately notify the Promoter/ Association of the tenant's/transferee's address and telephone number.

c. **Indemnity:**

The Allottee(s) shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee(s) or the servants / agents / licensees / invitees / visitors of the Allottee(s) and/or any breach or non-observance by the Allottee(s) of the Allottees' covenants and/or any of the terms herein contained.

d. **Documentation for Loan:**

The Promoter shall provide to the Allottee(s) all available documents so that the Allottee(s) may get loan from banks and financial institutions, if required by the Allottee(s).

**SCHEDULE "A"**

**PART - I**

**"Plots of Land"**

All That several pieces and parcels of land respectively owned by the Owners herein and the same collectively measuring about 120 Decimals comprised within Mouza - Bhasa, Diamond Harbour Road, P.S. Bishnupur, District 24-Parganas (South), PIN - 743 503 as per the details following :-

Sl. No.	R.S. Dag No.	L.R. Dag No.	Khatian No.	Name of Owners	Area (Decimal)
1	1537	1586	4449	Dhansilk Infratech Private Limited.	10
	1537	1586	4506	Everlink Plaza Private Limited.	10
	1537	1586	4528	Everrise Properties Private Limited.	10
	1537	1586	4502	Fleetex Apartment Private Limited.	3
	1537	1586	4508	Fleetex Infraprojects Private Limited.	10
	1537	1586	4466	Riserose Hirise Private Limited.	10
	1537	1586	4474	Sevenwise Properties Private Limited.	8
	1537	1586	4477	Jagmata Developers Private Limited.	2
2	1538	1587	4464	Bangkali Realestate Private Limited.	10
	1538	1587	4521	Bhavsagar Infrastructure Private Limited.	7
3	1532	1581	4523	Nischint Residency Private Limited.	5
	1532	1581	4517	Oversure Infracon Private Limited	2
4	1535	1584	4517	Oversure Infracon Private Limited.	3
5	1500	1546	4509	Starprime Construction Private Limited	5
6	1536	1585	4513	Rockland Complex Private Limited.	10
	1536	1585	4472	Newever Residency Private Limited.	2
7	1499	1545	4417	Flowtop Infraprojects Private Limited.	10
	1499	1545	4426	Topflow Housing Private Limited.	3
<b>Total</b>					<b>120</b>

## PART - II

### "Devolution of Title"

A. Messrs Naga Hills Ply Industries Private Limited was originally the owner of land in aggregate measuring 10.6650 Acres situated within Mouza - Bhasa, J.L. No.20, P.S. Bishnupur, District 24-Parganas (South) ("said Land").

B. The said owner Messrs Naga Hills Ply Industries Private Limited sold the "said Land" in favour of Messrs Bennett Coleman & Co. Ltd. by virtue of an Indenture of Conveyance dated the 4<sup>th</sup> November, 2006 registered in Book No.I, Volume No.I, Pages 1 to 21, Being No.16103 for the year 2006 at the office of the A.R.A.-I, Kolkata.

C. By a registered Deed of Declaration dated the 26<sup>th</sup> June, 2007 made between Messrs Naga Hills Ply Industries Private Limited and Messrs Bennett Coleman & Co. Ltd. registered in Book No.I, being Deed No.0/620 for the year 2007 at the office of A.R.A.-I, Kolkata, the said Deed of Conveyance dated the 4<sup>th</sup> November, 2006 was modified.



D. Messrs Bennett Coleman & Co. Ltd. duly applied for and got its name mutated as the owner of the "said Land" vide Khatian No.2233 in the records of B.L.& L.R.O., Bishnupur-I, South 24-Parganas.

E. By virtue of orders dated 14.10.2011, 20.10.2011 and 2.12.2011 passed by the Hon'ble High Court of Judicature at Bombay in the Scheme proceedings under Sections 391 to 394 of the Companies Act, 1956 being Scheme Petition No.427 of 2011 and Scheme Petition No.428 of 2011 the "said Land" belonging to the said Messrs Bennett Coleman & Co. Ltd. had stood transferred in favour of Messrs Bennett Property Holdings Co. Ltd.

F. In the premises aforesaid, Messrs Bennett Property Holdings Co. Ltd. had become the owner of the "said Land" and they got their name mutated vide Khatian No.4402 in the records of the B.L.&L.R.O, Bishnupur-I, South 24-Parganas.

G. By virtue of 14(fourteen) several registered Deeds of Conveyance respectively dated the 9<sup>th</sup> May, 2016 and 10<sup>th</sup> May, 2016 the Owners herein respectively purchased several pieces and parcels of land collectively measuring about 121 Decimals comprised with Mouza - Bhasa, Diamond Harbour Road, P.S. Bishnupur, District 24-Parganas (South), PIN - 743 503, more fully detailed in *Part - I of Schedule "A"* above written (hereinafter collectively referred to as the "said Plots of Land" and individually "Land Parcel"). The detailed particulars of the said 14(fourteen) Deeds of Conveyance are mentioned in *Part - III of Schedule "A"* hereunder written.

### **PART - III**

#### **"Details of the Title Deeds of Land Parcels respectively of the Owners"**

Name of Owners	Being no.	Book No.	Volume No.	Page No.	Registry office
DHANSLIK INFRATECH PRIVATE LIMITED	02901 of 2016	I	1604-2016	81382-81404	D.S.R.-IV, South 24 Parganas
EVERLINK PLAZA PRIVATE LIMITED	02897 of 2016	I	1604-2016	81045-81427	D.S.R.-IV, South 24 Parganas
EVERRISE PROPERTIES PRIVATE LIMITED	02890 of 2016	I	1604-2016	81451 - 81473	D.S.R.-IV, South 24 Parganas
FLEETEX APPARTMENT PRIVATE LIMITED	03087 of 2016	I	1604-2016	83971 - 83993	D.S.R.-IV, South 24 Parganas
ILLILX INI HAPROJLIS PRIVATE LIMITED	03082 of 2016	I	1604-2016	83948-83970	D.S.R.-IV, South 24 Parganas
RISEROSE HIRISE PRIVATE LIMITED	02895 of 2016	I	1604-2016	81172-81196	D.S.R.-IV, South 24 Parganas
SEVENWISE PROPERTIES PRIVATE LIMITED	03017 of 2016	I	1604-2016	82016-82038	D.S.R.-IV, South 24 Parganas

NISCHINT RESIDENCY PRIVATE LIMITED	03042 of 2016	I	1604-2016	82592-82614	D.S.R.-IV, South 24 Parganas
OVERSURE INFRACON PRIVATE LIMITED	03175 of 2016	I	1604-2016	86525-86548	D.S.R.-IV, South 24 Parganas
OVERSURE INFRACON PRIVATE LIMITED	03175 of 2016	I	1604-2016	86525-86548	D.S.R.-IV, South 24 Parganas
STARPRIME CONSTRUCTION PRIVATE LIMITED	03149 of 2016	I	1604-2016	86138-86160	D.S.R.-IV, South 24 Parganas
SWARNSATHI PROJECTS PRIVATE LIMITED	03154 of 2016	I	1604-2016	86046-86068	D.S.R.-IV, South 24 Parganas
ROCKLAND COMPLEX PRIVATE LIMITED	02900 of 2016	I	1604-2016	81266-81288	D.S.R.-IV, South 24 Parganas
NEWEVER RESIDENCY PRIVATE LIMITED	03176 of 2016	I	1604-2016	86573-86596	D.S.R.-IV, South 24 Parganas
FLOWTOP INFRAPROJECTS PRIVATE LIMITED	02912 of 2016	I	1604-2016	79143 - 79165	D.S.R.-IV, South 24 Parganas
TOPFLOW HOUSINGPRIVATE LIMITED	03167 of 2016	I	1604-2016	86355-86378	D.S.R.-IV, South 24 Parganas
JAGMATA DEVELOPERS PVT LTD	03171 of 2016	I	1604-2016	86021-86045	D.S.R.-IV, South 24 Parganas
BANGKALI REALESTATE PVT LTD	02891 of 2016	I	1604-2016	81103-81125	D.S.R. IV, South 24 Parganas
BHAVSAGAR INFRASTRUCTURE PVT LTD	02898 of 2016	I	1604-2016	81220-81242	D.S.R.-IV, South 24 Parganas

### SCHEDULE "B"

#### PART - I

#### "said Unit"

All That a two storied Villa/Bungalow/House consisting of ..... Bedrooms carpet area of ..... Sq.ft. bearing Villa No. .... situated on the ..... portion of the Phase I Project;

Together With undivided proportionate share in the "said Plots of Land", described in *Part-I of Schedule "A"* above written as also common parts together with right to use the common parts in common with the owners/occupants of other Villas/ Bungalows/Houses/ Apartments at the Phase II Project.

#### PART - II

#### "Specifications"

Structure	:	RCC framed structure
Living Room/ Dining Area	:	
Flooring	:	Vitrified Tiles

Wall	:	Ready to paint
Ceiling	:	Ready to paint
Main door	:	Doors Installed
Internal doors	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches
<b>Bedrooms</b>		
Flooring	:	Vitrified Tiles
Wall	:	Ready to paint
Ceiling	:	Ready to paint
Internal doors	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches
<b>Balcony</b>		
Flooring	:	Tiles
Wall	:	Painted
Ceiling	:	Painted
Railing	:	Railing Installed
Electrical	:	Modular switches
<b>Kitchen</b>		
Flooring	:	Tiles
Wall	:	Ceramic tiles up to 2ft height above kitchen counter
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches
<b>Toilets</b>		
Flooring	:	Anti-skid Tiles
Wall	:	Tiles up to false ceiling height
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows with provision of exhaust fan
Sanitary ware	:	WC , Wash basin
Electrical	:	Modular switches
<b>Helper's Room</b>		
Flooring	:	Tiles
Door	:	Door Installed

<b>Helper's Toilet</b>		
Flooring	:	Tiles
Wall	:	Tiles upto Lintel Level
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows

**SCHEDULE "C"**  
**"Payment Plan by the Allottee"**

<b>Booking Amount</b>	9% of Total unit cost + Applicable GST
<b>On Agreement</b>	11% of Total Unit Cost + Applicable GST
	25% of club charges + Applicable GST
	25% of Generator charges + Applicable GST
	25% of Transformer & Electricity + Applicable GST
	50% of legal Charges + Applicable GST
<b>On Completion of Foundation of the bungalow</b>	15% of Total Unit Cost + Applicable GST
<b>On Completion of Ground Floor Roof Casting</b>	10% of Total Unit Cost + Applicable GST
	25% of club charges + Applicable GST
	25% of Generator charges + Applicable GST
	25% of Transformer & Electricity + Applicable GST
<b>On Completion of 1st Floor Roof Casting</b>	10% of Total Unit Cost + Applicable GST
<b>On Completion of 2nd Floor Roof Casting</b>	10% of Total Unit Cost + Applicable GST
<b>On Completion of External Walls</b>	5% of Total Unit Cost + Applicable GST
	25% of club charges + Applicable GST
	25% of Generator charges + Applicable GST
	25% of Transformer & Electricity + Applicable GST
<b>On Completion of internal Walls</b>	5% of Total Unit Cost + Applicable GST
<b>On Completion of flooring of the bungalow</b>	10% of Total Unit Cost + Applicable GST
<b>On Completion of the external plaster of the bungalow</b>	10% of Total Unit Cost + Applicable GST

<b>On offer of Possession</b>	5% of Total Unit Cost + Applicable GST
	25% of club charges + Applicable GST
	25% of Generator charges + Applicable GST
	25% of Transformer & Electricity + Applicable GST
	50% of legal Charges + Applicable GST
	Maintenance Charges + Applicable GST
	Sinking Fund + Applicable GST
	Incidental Charge + Applicable GST
	Formation of Association + Applicable GST

Provided however and it is agreed and made clear that the Allottee(s) shall make payment positively within 30(thirty) days from the date of demand as per the above payment plan.

#### SCHEDULE - "D"

##### "Club Facilities"

The Proposed Club to be developed by the Developer at the Project shall consist of the under-mentioned facilities for use of the same by the owners/occupants of the Project. The Club shall be provided to the owners/occupants only after the completion of the Project.

<b>CLUB HOUSE</b>
COMMUNITY HALL/BANQUET HALL
CAFETERIA
LOUNGE
AC GYMNASIUM
STEAM ROOM/SAUNA
AV ROOM
MULTIPURPOSE HALL
REST ROOMS
LIBRARY
INDOOR GAMES ROOM
CARDS

CHESS
CARROM
SNOOKER
TABLE TENNIS
DART
<b>OUTDOOR SPORTS &amp; HEALTH FITNESS</b>
BADMINTON COURT
BASKET BALL COURT
JOGGING TRACK
CRICKET PRACTICE NET
FITNESS LAWN
KIDS PLAY AREA
<b>OUTDOOR AMENITIES</b>
GRAND PARTY LAWN
AMPHITHEATRE
FESTIVAL PODIUM
BBQ DECK
LANDSCAPED GARDEN
ADDA CORNER
SENIORS CORNER
PET FRIENDLY ZONE
SWIMMING POOL
TODDLERS POOL
JACUZI
CABANAS
MEDITATION ZONE
YOGA ZONE
OUTDOOR FITNESS CENTER

**SCHEDULE "E"**

**"Extras & Deposits"**

- (A) The Extra Charges as and when will be required by the Promoter after execution of these presents are detailed hereinbelow:

1.	Maintenance Deposit - This amount is payable against 18 months advance maintenance charges for the said	Rs. _____/- plus GST
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	Unit That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee(s).	
2.	<b>Transformer Charges &amp; Electricity Charges &amp; Generator Charges</b> - This amount is payable for the said Unit as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC or any other electricity supply agency for providing and installing transformer at the said Phase I Project. Provided the Allottee(s) shall pay on actual to any other electricity supply agency directly on account of Individual Meter.	Rs._____/ - plus GST
3.	<b>Legal and Documentation Charges</b> (including registry commissioning charges)	Rs._____/ - plus GST
4.	<b>Association Formation Charges</b>	Rs._____/ - plus GST
5.	<b>Extra Development Charges-Amenities</b>	Rs._____/ - plus GST
	<b>Total Extras Charges</b>	Rs._____/ - plus GST

(B) The Deposits as and when will be required by the Promoter after execution of these presents are detailed hereinbelow:-

	<b>Sinking Fund Deposit</b> - This amount is payable as funds for future repairs replacement, improvements and developments in the Phase I Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter may deem fit and proper.	Rs._____/ -
	<b>Property tax deposit</b> - This amount is payable against proportionate share of Property Tax for the said Unit for twelve months.	Rs._____/ -
	<b>Total Deposits</b>	Rs._____/ -

IN WITNESS WHEREOF parties herein above 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, month and year first above written.

**SIGNED SEALED AND DELIVERED**  
by the within named OWNERS in the

presence of:

- 1.
- 2.

**SIGNED SEALED AND DELIVERED**  
by the within named **PROMOTER** in the  
presence of:

- 1.
- 2.

**SIGNED SEALED AND DELIVERED**  
by the within named **ALLOTTEE/S** in  
the presence of:

- 1.
- 2.

**RECEIPT AND MEMO OF CONSIDERATION**

**R E C E I V E D** of and from the within-named Allottee(s) the within-mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only being the Booking amount for sale of the "said Unit" And Properties Appurtenant Thereto described in the Part - I of the Schedule "B" written herein above, by way of various cheques/RTGS/NEFT of different dates.

**Joka Vatika Projects**

*(Signature)*  
**Partner/Authorised Signatory**

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Signature of the Promoter

**WITNESSES:**

1.

2.

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DATED THIS                    DAY OF                    2023  
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BETWEEN

ALL NEW BUILDERS PRIVATE LIMITED & ORS.

..... OWNERS

AND

MESSRS JOKA VATIKA PROJECTS

..... PROMOTER

AND

.....

..... ALLOTTEE(S)

AGREEMENT FOR SALE