



शुद्धिबन्धन पश्चिम बंगाल WEST BENGAL

96AB 647021

AGREEMENT FOR ASSIGNMENT OF LEASE

THIS AGREEMENT FOR ASSIGNMENT OF LEASE ("Agreement") executed on this [●] day of [●], 2024.

BY AND BETWEEN

SHRACHI BURDWAN DEVELOPERS PRIVATE LIMITED (PAN: AAKCS2315M, CIN: U45200WB2006PTC111545), a company within the meaning of the Companies Act, 2013, having its registered office at Shrachi Tower, 686, Anandapur, E.M. By-Pass, Kolkata, P.S. Anandapur, P.O. Madurdaha, Pin 700107 duly represented by its Authorised Signatory [●] (PAN: [●], Aadhaar No.: [●]), son of [●], residing at [●], hereinafter referred to as the "Promoter", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and/or assigns) of the FIRST PART.

AND

*[If the Allottee is a company]*

[●] (PAN: [●], CIN: [●]), a company incorporated within the meaning of the Companies Act, 2013, having its registered office at [●], P.S. [●] and P.O. [●], Kolkata [●] duly represented by its authorized signatory [●] (PAN: [●], Aadhaar No.: [●]), son of [●], residing at [●], P.S. [●], P.O. [●], Pin [●], hereinafter referred to as the "Allottee", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and/ or permitted assigns) of the **SECOND PART**

*[OR]*

*[If the Allottee is a Partnership Firm]*

[●] (PAN: [●]), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●], represented by its authorized partner, [●], (PAN: [●], Aadhaar No.: [●]), son of [●], residing at [●], P.S. [●], Pin [●], 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' respective heirs, executors, administrators, legal representatives, successors and/ or permitted assigns ) of the **SECOND PART**

*[OR]*

*[If the Allottee is a Limited Liability Partnership]*

[●] (PAN: [●], LLPIN: [●]), a limited liability partnership registered under the Limited Liability Partnership Act, 2008, and having its principal place of business at [●], represented by its authorized partner, [●], (PAN: [●], Aadhaar No.: [●]), son of [●], residing at [●], P.S. [●], P.O. [●], Pin [●], hereinafter referred to as the "Allottee", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and/ or permitted assigns) of the **SECOND PART**

*[OR]*

*[If the Allottee is an Individual]*

[●] (PAN: [●], Aadhaar No.: [●]) son of [●], residing at [●], P.S. [●], P.O. [●], Pin [●], hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives, successors and/ or permitted assigns) of the **SECOND PART**.

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

**DEFINITIONS** - For the purpose of this Agreement for Assignment of Lease, 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;
- d) **"Rule"** means a rule of the Rules;
- e) **"Township Land"** shall mean ALL THAT piece and parcel of land admeasuring 254.74 acre comprised in several R.S. / L.R. Plot Nos: (a) 147.86 acre in Mouza Goda, J.L. No. 41; (b) 15.56 acre in Mouza Isufabad, J.L. No. 17; (c) 5.47 acre in Mouza Nababhat, J.L. No. 16 and (d) 85.85 acres in Mouza Kantrapota, J.L. No. 28, near Burdwan town, all within Police Station Burdwan, District Purba Burdwan and adjoining NH-2 within the State of West Bengal;
- f) **"Said Land"** shall mean ALL THAT piece and parcel of land admeasuring 0.993 acres equivalent to 99.3 decimal comprised in R.S. Dag Nos. 548, 549, 549/978, 552, 553, 554 and 555 (now comprised in L.R. Dag Nos. 595, 596, 597, 602, 603, 604 and 605 respectively), recorded in L.R. Khatian No. 5715/1, in Mouza Goda, J.L. No. 41, Post Office Rajbati, Police Station Burdwan, District Purba Burdwan, West Bengal;
- g) **"Demised Land"** shall mean ALL THAT piece and parcel of land admeasuring [●] decimal comprised in R.S. Dag No. [●] (now comprised in L.R. Dag No. [●]), recorded in L.R. Khatian No. 5715/1, in Mouza Goda, J.L. No. 41, Post office Rajbati, Police Station Burdwan, District Purba Burdwan, West Bengal, on which the Bungalow (as defined hereinafter) is being constructed, as detailed in Recital G;
- h) **"Project"** shall mean a residential zone comprising different types and categories of Bungalows known as 'Magnolia-II Bungalow' under construction on the Said Land within the Township Land;
- i) **"Common Area"** shall have the same meaning as ascribed to it in Section 2(n) of Act read with Fifth Schedule written hereunder;
- j) **"Payment Plan"** shall have the same meaning as ascribed to it in Clause 1.5 read with Fourth Schedule written hereunder;
- k) **"Force Majeure"** shall mean any event of war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the real estate project and also as ascribed to it in Clause 8.1;
- l) **"Cancellation Charges"** shall have the same meaning as ascribed to it in Clause 8.5;
- m) **"Bungalow"** shall mean bungalow No. [●], type [●], having Carpet Area of [●] square feet (corresponding to [●] square feet of built-up area), along with the right to use [●] car parking space(s) within the Demised Land, as permissible under the applicable law, together with pro rata right to use the Common Areas, being constructed on the Demised Land, as detailed in Recital G

- n) "Carpet Area" means the net usable floor area of a Bungalow, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Bungalow.

**WHEREAS:**

- A. The Burdwan Development Authority, a statutory authority formed under the West Bengal Town and Country (Planning and Development) Act, 1979, having its office at Unnayan Bhaban, 3rd Floor, Kachari Road, Burdwan – 713 101 ("BDA / Owner"), is the absolute and lawful owner of land admeasuring 254.74 acre comprised in several R.S. / L.R. Plot Nos: (a) 147.86 acre in Mouza Goda, J.L. No. 41; (b) 15.56 acre in Mouza Isufabad, J.L. No. 17; (c) 5.47 acre in Mouza Nababhat, J.L. No. 16 and (d) 85.85 acres in Mouza Kantrapota, J.L. No. 28, near Burdwan town, all within Police Station Burdwan, District Purba Burdwan and adjoining NH-2 within the State of West Bengal, more fully described in the **First Schedule** hereunder written ("**Township Land**"). The Township Land includes land admeasuring 0.993 acres equivalent to 99.3 decimal comprised in R.S. Dag Nos. 548, 549, 549/978, 552, 553, 554 and 555 (now comprised in L.R. Dag Nos. 595, 596, 597, 602, 603, 604 and 605 respectively), recorded in L.R. Khatian No. 5715/1, in Mouza Goda, J.L. No. 41, Post office Rajbati, Police Station Burdwan, District Purba Burdwan, West Bengal, more fully described in the **Second Schedule** hereunder written ("**Said Land**")<sup>1</sup>. The Owner (being the Lessor therein), the Promoter (being the Lessee therein) and Bengal Shrachi Housing Development Limited (being the Confirming Party therein) entered into a Deed of Lease dated 27 August 2010, registered at the Office of the Additional District Sub Registrar, Burdwan, in Book No. 1, CD Volume No. 23, Pages from 4726 to 4762, being No. 07889 for the year 2010 ("**Head Lease**") to grant a renewable lease of 99 (ninety-nine) years, in relation to the Township Land, in favor of the Developer and for construction and development of a satellite township comprising various zones and development projects, in accordance with the terms and conditions stipulated therein.
- B. The Said Land is earmarked for the purpose of development of a residential zone comprising different types and categories of bungalows and the said project shall be known as "Magnolia-II Bungalow"<sup>2</sup> ("**Project**");
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed. In terms of the said Head Lease, the Promoter has been authorized by the BDA to enter into lease agreements and / or general terms and conditions with the intending transferees in respect of various properties within the Township Land and the Promoter has done so upon the intending transferees agreeing to pay a lump sum payment, the rates of which were decided in consultation with BDA, and in addition to the amounts payable to the Promoter, the intending transferees will

<sup>1</sup> **AQUILAW Note:** On perusal of: (a) the land snapshot shared vide e-mail dated 29 May 2024, it appears that the total land comprised in the Said Land is 6.31 decimal; (b) details provided vide email dated 18 April 2024, it appears that the total land comprised in the Said Land is 4017 sq.mt.; and (c) the said Head Lease, it appears that the total land comprised in the Said Land is 6.31 acres. You are requested to kindly confirm the details.

<sup>2</sup> **AQUILAW Note:** Kindly confirm.

also pay a nominal annual lease rent to BDA which will not exceed INR 1/- per Square Meter of land occupied in cases of residential use and INR 10/- per Square Meter of built up space of the leasehold property in case of non-residential use, or further escalations thereon.

- D. The Belkash Gram Panchayat<sup>3</sup> has received from the Promoter the notice of commencement to develop the Project from [●], vide their letter bearing No. [●], dated [●]:
- E. The Promoter has obtained the final layout plan, specifications, and approvals for the Project, from Burdwan-I Panchayat Samity/Belkash Gram Panchayat<sup>4</sup>. The Promoter agrees and undertakes that it shall not make any changes to the final sanctioned plan in respect of the Project, except in strict compliance with Section 14 of the Act and other laws as applicable;
- F. An application is submitted before the West Bengal Real Estate Regulatory Authority (“Authority”) with respect to registration of the Project and the same is pending as on date.
- G. The Allottee had applied for a land with bungalow in the Project vide application No. [●] dated [●] and has been allotted bungalow No. [●], type [●], having Carpet Area of [●] square feet (corresponding to [●] square feet of built-up area, type [●] along with the right to use [●] car parking space(s) within the Demised Land (as also defined hereinafter), as permissible under the applicable law (“Bungalow”), to be constructed on land admeasuring [●] decimal comprised in R.S. Dag No. [●] (now comprised in L.R. Dag No. [●]), recorded in L.R. Khatian No. 5715/1, in Mouza Goda, J.L. No. 41, Post office Rajbati, Police Station Burdwan, District Purba Burdwan, West Bengal (“Demised Land”), and together with the *pro rata* right to use the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act, more fully described in **Third Schedule** hereunder written (collectively, “**Land with Bungalow**”) and the floor plan of the Bungalow is annexed hereto and marked as **Annexure A<sup>5</sup>**;
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. 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; and
- K. 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 assign the lease

---

<sup>3</sup> AQUILAW Note: Kindly confirm.

<sup>4</sup> AQUILAW Note: Kindly confirm and provide the relevant documents.

<sup>5</sup> AQUILAW Note: Kindly confirm if there are common infrastructure sharing with the Township Land.

and the Allottee hereby agrees to accept the lease in relation to the Land with Bungalow as specified in paragraph G.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**1. TERMS:**

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to assign the lease to the Allottee and the Allottee hereby agrees to accept the lease, the Land with Bungalow as specified in paragraph G;
- 1.2. The Total Price for the Land with Bungalow based on the Carpet Area is INR [●] (Indian Rupees [●]) only ("Total Price") *(Please insert break up and description):*

Land with Bungalow no. [●] Type [●]	Rate of Land with Bungalow per square feet*
[AND] [if/as applicable]	

1.3.

Right to Use[●] Car Parking Space – 1	Price for 1
Right to Use [●] Car Parking Space – 2	Price for 2
Total	
GST	
Total Price	

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Land with Bungalow;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Land with Bungalow:
- Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as

stated in (i) above and the Allottee shall make payment within 10 (Ten) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Land with Bungalow includes the price for *pro rata* right to use the Common Areas;

1.4. The Total Price is escalation-free, save and except increments which the Allottee hereby agrees to pay due to (i) increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time; and/ or (ii) abnormal increase in cost of construction materials / labour cost after launch of the project, if approved by the competent authorities. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, cost of construction materials/labour cost, the Promoter shall enclose the said notification/order/rule/regulation/permission to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.5. The Allottee(s) shall make the payment as per the payment plan set out in **Fourth Schedule** hereunder written ("**Payment Plan**").

1.6. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at [●] % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

1.7. It is agreed that the Promoter shall not make any additions and alterations to the sanctioned plans, layout plans and specifications and the nature of amenities described herein, without the previous written consent of the Allottee. However, the Promoter shall be entitled to make such kind of additions/ alterations in the sanctioned plans, layout plans and specifications that will not adversely affect the structure or stability of the Bungalow, without the requirement of obtaining any prior consent from the Allottee. Further, the Promoter may make such minor additions or alterations as may be required as per the provisions of the ACT or as may be required by the Allottee, provided however that the Promoter shall be entitled to claim extra charges from the Allottee for such additions or alterations.

1.8. The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Land with Bungalow is complete and the completion certificate/ 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 within 15 (Fifteen) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.9. Subject to Clause 11.2, the Promoter agrees and acknowledges, the Allottee shall have the right to the Land with Bungalow as mentioned below:

(i) The Allottee shall have exclusive leasehold right of the Land with Bungalow;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that, upon formation and registration of the association of allottees, the Promoter shall convey undivided proportionate title in the Common Areas to the association of allottees as provided in the Act and shall handover the same; and

(iii) That the computation of the price of the Land with Bungalow includes recovery of price of land, construction of not only the Land with Bungalow but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project.

1.10. It is made clear by the Promoter and the Allottee agrees that the Land with Bungalow including the car parking space(s) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for the use and enjoyment of the Allottees of the Project.

1.11. The Promoter agrees to pay all outgoing before transferring the physical possession of the Land with Bungalow to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other



local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Land with Bungalow to the Allottee, the Promoter agrees to be liable, even after the transfer of the Land with Bungalow, 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.

1.12. The Allottee has paid a sum of INR [●], (Indian Rupees [●] only) as booking amount being part payment towards the Total Price of the Land with Bungalow at the time of application, the receipt of which the Promoter hereby, and by way of the Memo of Consideration duly acknowledges and the Allottee hereby agrees to pay the remaining price of the Land with Bungalow as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein, provided that if the Allottee defaults in payment towards any amount for which is payable, he shall be liable to pay interest at the prime lending rate of State Bank of India plus 2 (two) percent.

## 2. MODE OF PAYMENT

2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '[SHRACHI BURDWAN DEVELOPERS PRIVATE LIMITED]' payable at [ Kolkata].

2.2 The Promoter shall be entitled to secure the Total Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as stated.

2.3 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the bank/ financial institution subject however that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be

obtained by the Allottee from such bank/ financial institution.

2.4 The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee as stated at Clause 32 (thirty two) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee, and non-receipt thereof by the Allottee shall not be a plea or an excuse for non-payment of any amount or amounts.

2.5 In the event of delay and/or default on the part of the Allottee in making payment of any GST, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

### 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

3.2 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.

3.3 The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.4 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws.

3.5 The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Land with Bungalow applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

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

#### **5. TIME SCHEDULE**

Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Land with Bungalow to the Allottee and the Common Areas to the association of allottees (subject to formation and registration of the association) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan.

#### **6. CONSTRUCTION OF THE PROJECT/LAND WITH BUNGALOW**

6.1 The Allottee has perused the specifications of the Land with Bungalow and accepted the Payment Plan, floor plan, layout plans, amenities, specifications, and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plan, specifications, amenities, specifications, and facilities.

6.2 Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Burdwan Development Authority and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### **7. FACILITIES/AMENITIES:**

(a) The Promoter has informed the Allottee that there may be common access road, streetlights, common recreation space, passages, electricity and telephone cables,

water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Project. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other allottees of land with bungalow in the said Project, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of land with bungalow in the Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto.

(b) Neither the Allottee nor any of the allottees of land with bungalow in the Project shall object to the Promoter laying through or under or over the Said Land and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other projects which are to be developed and constructed on any portion of the Satellite Land.

(c) The Allottee is aware that he/she/it/they shall only be permitted to use the Common Areas in the Project, as specified in **Fifth Schedule** hereunder written and the Project includes amenities as specified in **Sixth Schedule** hereunder written in common with other allottees and users of the Project.

(d) Any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Project shall be an integral part of the layout of the development of the Project and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.

(e) The Allottee shall at no time demand partition of the Land with Bungalow and appurtenances thereto.

## **8. POSSESSION OF THE LAND WITH BUNGALOW**

8.1 Schedule for possession of the Land with Bungalow: The Promoter agrees and understands that timely delivery of possession of the Land with Bungalow is the essence of the Agreement. The Promoter, based on the approved plans and specifications, and such amendment(s) thereto, assures to hand over possession of the Land with Bungalow on or before [●], unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Land with Bungalow,

provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, the Promoter shall give a 30 (thirty) days prior written notice to the Allottee about the same, and upon expiry of the aforesaid notice period, this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty five) days from that date of such termination. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**8.2 Procedure for taking possession:** The Promoter, upon obtaining the completion certificate/ occupancy certificate from the competent authority shall offer in writing the possession of the Land with Bungalow, to the Allottee in terms of this Agreement to be taken within 30 (thirty) days from the date of issue of such notice and the Promoter shall give possession of the Land with Bungalow to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 (thirty) days of receiving the completion certificate/ occupancy certificate of the Project.

**8.3 Failure of Allottee to take Possession of Land with Bungalow:** Upon receiving a written intimation from the Promoter as per Clause 8.2, the Allottee shall take possession of the Land with Bungalow 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 Land with Bungalow to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 8.2, such Allottee shall continue to be liable to pay maintenance charges as applicable, [interest at the prime lending rate of State Bank of India plus 2 (two) percent on amounts due and payable in terms of this Agreement, municipal tax and other outgoings applicable in respect of the Land with Bungalow and a holding charge of INR 5,000 (Indian Rupees Five Thousand) only per month or part thereof for the period of delay in taking possession. The Promoter shall not be responsible for any damage caused due to natural wear and tear to the Land with Bungalow on account of delay in taking possession by the Allottee and in such an event, the Allottee shall agree to take possession of the Land with Bungalow on 'as is where is' and 'as is what is' basis]

**8.4 Possession by the Allottee:** After obtaining the completion certificate/ occupancy certificate and handing over physical possession of the Land with Bungalow to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of allottees

(subject to the formation and registration of the association) or the competent authority, as the case may be, as per the local laws.

8.5 Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw its allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, then subject to terms mentioned herein, the Allottee shall serve 45 (forty five) days' notice in writing on the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the booking amount paid plus applicable GST for the allotment along with all interest liabilities of the Allottee (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 (which rate applicable on the date of these presents is SBI (1 year MCLR) +2%) ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation. It is further clarified that all amounts and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

8.6 Compensation: The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Land with Bungalow (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Land with Bungalow, with interest at the rate specified in the Rules within 45 (forty five) days including compensation in the manner as provided under the Act. Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Land with Bungalow.

## 9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear, and marketable title with respect to the Said Land;

- (ii) The Promoter has requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (iii) The Promoter has requisite approvals from the competent authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the Said Land or the Project;
- (v) There are no litigations pending before any Court of law with respect to the Said Land, Project, or the Land with Bungalow;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Land with Bungalow are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, and Land with Bungalow and Common Areas, till the date of handing over of the Common Areas to the association of allottees;
- (vii) 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 created herein, may prejudicially be affected;
- (viii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land, including the Project and the Land with Bungalow which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from assigning the lease of the Land with Bungalow to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the assignment deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Land with Bungalow to the Allottee and the Common Areas to the association of allottees, once the same has been formed and registered;
- (xi) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities, till the date of issuance of the completion certificate/ occupancy certificate in respect of the Project; and

- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Project.

**10. ALLOTTEES' COVENANT:**

- 10.1 After causing all necessary due diligence exercises in respect of the Said Land and the Project, compliances and non-compliances of the Promoter, inspection and verification of all the title deeds, documents, sanctions and approvals in relation to the Said Land and the Project respectively, the Allottee has accepted the title of the Owner / Developer in respect of the Land with Bungalow and the right of the Promoter in respect of the construction of the Project.
- 10.2 The Allottee hereby confirms that, he/she/it has sought and obtained independent legal advice and opinion on this Agreement from his/her/its appointed advocate(s)/lawyer(s) and being fully satisfied with the opinion of his/her/its appointed advocate(s)/lawyer(s), caused execution and registration of this Agreement.
- 10.3 The Allottee has examined the approvals of the Project and the floor plans including the plan of the Bungalow, the nature and quality of construction, facilities, and amenities provided/to be provided thereto as per the general specifications as well as the common facilities and amenities of the Project.
- 10.4 The Allottee hereby agrees with the Common Areas intended to form part of the Project.
- 10.5 The Allottee hereby confirms the measurement of the Carpet Area of the Land with Bungalow and the method of calculation thereof.
- 10.6 The Allottee hereby confirms in the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent to the quality and cost of materials and specifications as set out in the **Seventh Schedule** hereunder written.
- 10.7 The Allottee hereby confirms that he/she/it has fully read and understood the foregoing recitals and is aware of all applicable laws, rules, regulations, notifications and circulars in respect of this transaction and further has/have agreed that the Promoter is entitled to develop the Said Land and the Allottee will not object to the same. The Allottee also confirms, agrees and declares that the consideration



including deposits, extra charges, expenses, taxes and other incidental costs, agreed to be paid by him/her/it is fair and just and he/she/it shall have no right or claim and/or will not make any claim on any other portion of the Said Land.

10.8 It is hereby clarified that in case of any minor additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Promoter shall intimate the Allottee in writing and the Allottee hereby give their consent for such minor change or addition.

10.9 The Allottee confirms that the Promoter shall not be liable to provide any other additional specifications and amenities in the Land with Bungalow. It is specifically agreed between the Parties hereto that the Promoter shall have the right to change/substitute the said internal amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter within the defined price range. If any changes as aforesaid become necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the Land with Bungalow on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible within the defined price range. The Allottee agrees not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.

10.10 The Allottee shall pay the respective payment installments as stipulated hereinabove along with applicable taxes strictly within 15 (fifteen) days of the Promoter sending notice of the completion of each milestone. Intimation forwarded by Promoter to the Allottee that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed, and such proof shall be valid and binding upon the Allottees and the Allottee agrees to make payment accordingly. Allottee hereby understands and agrees that, save and except for the intimation from the Promoter as provided under this Clause, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Allottee as per the payment schedule mentioned hereinabove, and the Allottee shall make all payments to the Promoter on or before the due dates, time being the essence of this Agreement.

10.11 The Allottee hereby confirms that in case of integration of any addition phase(s) to the Project, the method for calculation of proportionate land share may vary but the consideration including deposits, extra charges, expenses, taxes, and other incidental costs paid by the Allottee to the Promoter shall remain constant.

10.12 The Allottee shall be liable to pay all taxes, duties, charges, impositions etc. in respect of the Land with Bungalow from the date of issuance of completion certificate/ occupancy certificate by the competent authority.

10.13 The Allottee hereby confirms that, after the date of handover of the Land with Bungalow to the Allottee, if any damage due to wear and tear of whatsoever nature is caused thereto, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/her/its own costs.

10.14 The Allottee shall on demand pay to the Promoter at actual the amount towards meeting all legal cost, charges and expenses, including professional costs of advocates/solicitors of the Promoter in connection with formation of the association of allottees and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the assignment.

10.15 Till the time, the possession of the Land with Bungalow is handed over to the Allottee by the Promoter in terms of this Agreement, the Allottee only upon (i) payment of minimum 50% (fifty percent) of the Total Price by the Allottee; or (ii) a term of 1½ (one and a half) years i.e. 18 (eighteen) months being elapsed from the date of this Agreement whichever is earlier, may transfer his/her/its rights, title and interest in the Land with Bungalow under this Agreement to any third person / entity after obtaining prior written consent of the Promoter. Any such transfer by the Allottee shall be subject to the terms and conditions of this Agreement, applicable laws, notifications/ governmental directions, the Allottee submitting documentary proof as may be required by the Promoter, payment of the monies due and payable by the Allottee under this Agreement and payment of applicable transfer / administrative fee of 3% (three percent) of the Total Price plus applicable GST/other taxes apart from the documentation charges and/or legal fees and applicable taxes thereon payable to the lawyer/ service provider. On such transfer being approved in writing by the Promoter, the Allottee along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Promoter, to abide by all the terms and conditions of this Agreement. The Allottee shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment<sup>6</sup>.

10.16 The Allottee hereby confirms that, under no circumstances the possession of the Land with Bungalow will be given to the Allottee unless and until all payments required to be made under this Agreement by the Allottee have been made in full.

10.17 The Allottee hereby confirms that, he/she/it shall use the car parking space(s) for the purpose of parking of his/her/its private medium sized car(s) only. The Allottee further agrees and understands that the car parking space(s) comprises an integral and inseparable part of the said Land with Bungalow.

10.18 The Allottee agrees and undertakes not to raise any dispute or objection in respect

---

<sup>6</sup> AQUILAW Note: Kindly confirm.

of allotment of parking made by the Promoter in respect of the open parking spaces to any other Allottee not to disturb the use of the allotted parking space by the concerned Allottee.

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

10.20 The Allottee undertakes and assures that he/she/they/are legally qualified to enter into and sign this Agreement and not barred by any prevailing laws, acts and/or statutes from executing these presents.

## **11. EVENTS OF DEFAULTS AND CONSEQUENCES**

11.1 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 Land with Bungalow to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Land with Bungalow shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules made thereunder.

In case of default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever excluding GST towards the purchase of the Land with Bungalow, along with interest at the rate specified in the Rules within 45 (forty five) days of receiving the termination notice. Further, the Allottee, prior to receipt of the aforesaid refund from the Promoter, shall at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter; and
- (iii) Where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the prime lending rate of

State Bank of India plus 2 (two) percent, for every month of delay till the handing over of the possession of the Land with Bungalow. The aforesaid interest shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

11.2 In case the Allottee fails to make payment for any of the demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Promoter shall be entitled to recover from the Allottee interest on the unpaid amount at the prime lending rate of State Bank of India plus 2 (two) percent.

11.3 In case the Allottee fails to make payment for any of the demands made by the Promoter as per the Payment Plan annexed hereto for a consecutive period of 2 (two) months and/ or comply with his obligations as set out in this Agreement, then the Promoter shall give a prior written notice of 15 (fifteen) days to the Allottee, to rectify the aforesaid conditions of default, failing which the Promoter shall have the right to terminate this Agreement forthwith. Upon termination of this Agreement as aforesaid, the Promoter shall refund the "Remaining Amount," if any, to the Allottee. "Remaining Amount" shall be calculated as total amount paid by the Allottee to the Promoter till the date of termination as reduced by aggregate amount of (i) 20% (twenty percent) of the Total Price; (ii) taxes including GST paid/payable on demand/s raised; (iii) brokerage paid to channel partners/brokers, if any; (iv) administrative charges as per Promoter's policy; (v) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement; (vi) any other taxes including GST which are currently applicable or may be applicable in future on such cancellation; (vii) subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank; and (viii) interest accrued on amount of delayed / due payments till the date of termination. For the sake of clarity, the interest and/or taxes paid on the Total Price shall not be refunded upon such cancellation / termination. In the event Allottee has opted to pay through finance availed from bank/financial institution, by way of loan or through any other arrangement, it shall be incumbent upon the Allottee to provide 'No Objection Certificate' (NOC) from such lenders towards release of charge on the Land with Bungalow, by the lender in favour of the Allottee. The Remaining Amount shall be paid without any interest within a period of 30 (thirty) days from the date of termination of this Agreement or the date of providing NOC of lender by the Allottee, whichever is later. However, the Promoter shall also be entitled to directly pay the amount payable to the lender who has made payments on behalf of the Allottee towards the Land with Bungalow, to the extent so as to clear the mortgage debt from such lender and the Remaining Amount shall stand reduced by such amount. Further upon communicating the termination of this Agreement by the Promoter to the Allottee, pending refund of the Remaining Amount as aforesaid, the Promoter shall be at liberty to dispose of and/or assign the lease in respect of the Land with Bungalow to such person(s) at such price and on such terms and conditions as the Promoter may think fit in its absolute discretion and the Allottee shall have no objection on the same.

## 12. ASSIGNMENT OF LEASE OF THE LAND WITH BUNGALOW

The Promoter, on receipt of complete amount of the Price of the Land with Bungalow under the Agreement from the Allottee, shall execute a deed of assignment which will only be drafted by and executed through the Promoter's appointed advocate(s)/lawyer(s) in terms of the agreed terms and conditions under this Agreement and assign the lease in respect of the Land with Bungalow together with *pro rata* right to use the Common Areas within 3 (three) months from the issuance of the completion certificate/ occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the deed of assignment in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

### **13. MAINTENANCE OF THE LAND WITH BUNGALOW AND PROJECT**

13.1 The Promoter shall be responsible to provide and maintain essential services in the Project, either by itself or through its nominated agent, till the taking over of the maintenance of the Project by the association of allottees or till the period of 1 (one) year after the issuance of the completion certificate/ occupancy certificate of the Project, whichever is earlier. The cost of such maintenance has been included in the Total Price of the Land with Bungalow.

13.2 The cost of such maintenance will be paid by the Allottee to the Promoter from the date of obtaining completion certificate/ occupancy certificate till handover of maintenance of the Project to the association of allottees and thereafter the said cost of such maintenance shall be paid by the Allottee to the association of allottees or the maintenance agency appointed by the association of allottees. The maintenance expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and installations and for rendition of services in common to the allottees and all other expenses for the common purposes to be contributed borne paid and shared by the allottees of the Project including those mentioned in the Eighth Schedule hereunder written.

13.3 The Allottee shall before taking possession of the Land with Bungalow pay INR [●] (Indian Rupees [●]) only per square feet on the built-up area of the Land with Bungalow together with applicable GST towards cost of such maintenance of the Land with Bungalow for the initial period of 1 (one) year. Further, the Allottee shall additionally pay INR [●] (Indian Rupees [●]) only per square feet on the built-up area of the Land with Bungalow towards Sinking/Corpus Fund. The Promoter for providing the maintenance services of the Project will be entitled to the administrative charges of 15% (fifteen percent) of maintenance expenses/charge. [However, the first-year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges and compulsory contribution @ 8% (eight percent) of the total maintenance charges for creation of Sinking Fund.]<sup>7</sup>

---

<sup>7</sup> AQUILAW Note: Kindly confirm.

13.4 The Promoter has estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, and as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same. In case the Promoter is required to maintain the Project beyond the said period, the Promoter shall provide and maintain the essential services in the Project and the Allottee shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter i.e. actual cost plus 15% (fifteen percent) administrative charges.

13.5 The Allottee shall be liable to pay interest @2% (two percent) per month on the due amounts and if such default shall continue for a period of 3 (three) months then in that event, the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Project and the Promoter/association of allottees as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

- (a) to discontinue the supply of electricity to the Land with Bungalow
- (b) to disconnect the water supply to the Land with Bungalow
- (c) to discontinue the facility of DG Power back-up
- (d) to discontinue the usage of all amenities and facilities provided in the Project to the Allottee and his family members/guests.
- (e) the Promoter / association of allottees, shall be having lien on the Project for such unpaid amount of maintenance charges.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the dues together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/association of allottees to realize the due amount from the Allottee.

#### **14. DEFECT LIABILITY**

14.1 It is agreed that in case 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 for assignment of lease relating to such development (except the materials and equipment supplied by third parties as mentioned hereinafter) is brought to the notice of the Promoter within a period of [5 (five) years by the Allottee from the date of receiving the Completion Certificate], it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days or reasonable time, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

14.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Project or acts of third parties) or on account of any Force Majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or

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

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

**16. RIGHT TO ENTER THE LAND WITH BUNGALOW FOR REPAIRS**

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, and car parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Land with Bungalow 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.

**17. USE OF SERVICE AREAS**

The service areas, if any, as located within the Project, shall be earmarked for purposes such as car parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as car parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

**18. GENERAL COMPLIANCE WITH RESPECT TO THE LAND WITH BUNGALOW**

Subject to Clause 14 above, the Allottee shall, after taking possession, be solely responsible to maintain the Land with Bungalow at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Bungalow, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Land with Bungalow and keep the Bungalow, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized. The Allottee further undertakes, assures, and guarantees that he/she/it would not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the face / facade

of the Project or anywhere on the exterior of the Project, bungalows therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Land with Bungalow or place any material in the common passages or staircase of the Project. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Bungalow. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**19. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

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

**20. ADDITIONAL CONSTRUCTIONS**

- i. The Promoter shall have the right to carry out additional construction work at the Project, provided however that, such additional construction does not adversely affect the structure and stability of the Bungalow, and the same to be carried out in accordance with the S 14 of the Act read with R 9 of the Rules. The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Land with Bungalow after the plan has been approved by the competent authority(ies) except for as provided in the Act.
- ii. The Promoter shall be entitled to alter, amend, modify and revise the Plan with respect to the Project from the concerned authority and in accordance with the same is entitled to carry out additional construction at the Project subject to compliance with S 14 of the Act read with R 9 of the Rules.
- iii. The Promoter shall be entitled to the additional F.A.R. in relation to the additional construction at the Project as aforesaid and shall be entitled to deal with the same as the Promoter may deem fit and proper.

**21. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

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



agreed to take such Land with Bungalow. However, notwithstanding the above, the Promoter shall have the right to obtain construction finance for the Project anytime during the period of construction of the Project, without creating any liability on the Allottee. For the avoidance of any doubt, it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Said Land and/or the Project, and no separate consent of the Allottee shall be required for the said purpose.

## **22. APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter has further assured that it is in compliance with various laws/regulations, as applicable in the State of West Bengal.

## **23. BINDING EFFECT**

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

## **24. 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 Land with Bungalow, as the case may be.

## **25. RIGHT TO AMEND**

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

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

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

**27. WAIVER NOT A LIMITATION TO ENFORCE**

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

27.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**28. SEVERABILITY**

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

**29. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with the other allottees in Project, the same shall be the proportionate which the Carpet Area of the Land with Bungalow bears to the total Carpet Area of all the land with bungalows in the Project.

**30. 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.

### **31. PLACE OF EXECUTION**

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

### **32. NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses/email-IDs as specified below:

In the case of notice to Promoter, to:

Attention: [●]  
Address: [●]  
E mail: [●]

In the case of notice to Allottee, to:

Attention: [●]  
Address: [●]  
E mail: [●]

It shall be the duty of the Allottee 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 Allottee and the Promoter, as the case may be.

### **33. JOINT ALLOTTEES**

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

### **34. GOVERNING LAW**

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

### **35. 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.

**36. ADDITIONAL TERMS AND CONDITIONS:**

36.1 The Allottee agrees and understands that amenities provided in the show/model residential Land with Bungalow (if any) exhibited at the site only provides a representative idea and the actual Land with Bungalow agreed to be constructed is a bare shell premises as per specifications mentioned in this Agreement and the same may not include the fittings and fixtures of the model Land with Bungalow.

36.2 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, subject however to the fact that, the Promoter is assured of all amounts being receivable for assignment of lease in relation to the Land with Bungalow and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

36.3 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in this Agreement.

36.4 The Promoter has informed and the Allottee is aware that upon obtaining completion certificate/ occupancy certificate from the appropriate Authority the Promoter shall handover possession of the Land with Bungalow to the Allottee. That during such period of handover, some of the amenities and facilities of the Project may not be ready for occupation, but the same will not in any way hinder the peaceful habitation of the Allottee in the Project. However, the Promoter shall be responsible to complete such amenities and make them ready for occupation positively, prior to handing over of the Project to the association of allottees.

36.5 The right of the Allottee shall remain restricted to the Land with Bungalow and the Allottee shall have no right, title or interest nor shall claim any right, title, or interest of any kind whatsoever over and in respect of any other land with bungalow or space and/or any other portions of the Project. The Promoter shall at all times be entitled to deal with and dispose of all unsold/un-allotted land with bungalows, car parking spaces, if any, which are not earmarked for the common use, any other constructed spaces/portions of the Project in favour of third parties at such consideration and at its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise

- 36.6 The Allottee shall be responsible for obtaining a separate electricity meter in his/her/its own name and at his/her/its own cost from the concerned authority. In case the Damodar Valley Corporation / West Bengal State Electricity Distribution Limited / or other authority for providing power supply, fails and/or delay in providing individual electricity meter to the Allottee of the Land with Bungalow of the Project and/or provide HT connection to the Project, in that event the Promoter/maintenance agency shall provide electricity to Allottee. The Allottee shall be liable to make payment of electricity consumption charges as per the bills to be raised by the Promoter/maintenance agency on the basis of electricity consumption recorded in the electricity sub-meter to be provided to the Allottee by the Promoter/maintenance agency. The rate of such electricity consumption shall be in accordance with the rate applicable for procurement of electricity by the Promoter/maintenance agency, as the case may be, together with cost of transmission loss and applicable charges for distribution of the electricity to the Allottee and the Allottee shall not raise any objection about rate charges for providing such services.
- 36.7 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other land with bungalows in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 36.8 The Promoter will not entertain any request for modification in the internal layout of the Bungalow. In case the Allottee desires (with prior written permission of the Promoter) to install some different fittings /floorings on his own within the Land with Bungalow booked, he will not be entitled to any reimbursement or deduction in the value of the Land with Bungalow. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment, allow any Allottee access to the Land with Bungalow prior to the date of possession for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.
- 36.9 The Allottee knows that some reduction in the Carpet Area may happen due to plastering but the same may be limited to 1% (one percent) of the Carpet Area and the Allottee shall not raise any claim against the Promoter within this limit.
- 36.10 The Allottee agrees that all defaults, breaches, and/or non-compliance of any of the terms and conditions of this Agreement and/or the allotment letter shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and not exhaustive:

- (a) Failure by the Allottee to countersign and return the Promoter's copy of the allotment letter to the Promoter within the time stipulated therefor in the allotment letter;
- (b) Failure to make the payments within the date stipulated therefor in the allotment letter or in this Agreement of the Total Price, stamp duty, registration fee, legal expenses, any incidental charges, including, but not limited to, security deposit, lease rent, deposits for bulk supply of electrical energy, taxes, as may be notified by the Promoter to the Allottee from time to time;
- (c) Failure to execute and register the transfer deed or any other deed/document/undertakings/indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Promoter relating to the Land with Bungalow;
- (d) Failure to take possession of the Land with Bungalow within the date stipulated by the Promoter in its notice for possession;
- (e) Failure to pay on or before its due date the maintenance Charges, maintenance security deposits, or any increases in respect thereof, as demanded by the Promoter, its nominee, other body, or association of owners/association of the Project;
- (f) Failure, pursuant to a demand by the Promoter in terms of this Agreement, to become a member of the association of owners of the Project or to pay subscription charges etc. as may be required by the Promoter or the association of owners, as the case may be;
- (g) Assignment of the allotment letter or any interest of the Allottee therein without prior written consent of the Promoter;
- (h) Dishonor of any cheque(s) given by any Allottee for any reason whatsoever; and
- (i) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertakings, affidavits, indemnities etc. or as demanded by the Promoter which in the opinion of the Promoter amounts to an event of default and the Allottee shall be bound to abide by the decision of the Promoter in this regard which shall be final and binding on the Allottee.

Without prejudice to the rights of the Promoter to charge interest in terms of this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including, but not limited to, those specified above, the Promoter may at its sole discretion issue a notice of such default to the Allottee and the Allottee shall be provided with a period of 15 (fifteen) days from the date of such notice to cure the said default or breach. In the event that the Allottee fails to cure such default or breach, within 15 (fifteen) days from the date of notice (or such default or breach is not capable of being rectified), the Promoter shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered/Speed Post with A/D at the address provided by the Allottee(s) and/or e-mail at the e-mail address provided by the Allottee, intimating him of the specific breach or default of terms and conditions in respect of which the Promoter is cancelling and terminating this Agreement. On such cancellation, the allotment and this Agreement shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the Land with Bungalow. Upon cancellation of the allotment and termination of the Agreement, the Promoter shall, within 45 (forty-five) days from such termination, refund by way of cheque/demand draft all amounts paid by the Allottee till the date of cancellation less the Cancellation Charges without interest, being the liquidated

damages payable to the Promoter.

36.11 The Promoter shall take necessary steps for formation of an association of allottees as contemplated as per law in accordance with the provision of West Bengal Apartment Ownership Act, 1972. The allottees of the Project, including the Allottee, shall compulsorily become members of the said association. The Promoter shall handover the maintenance and management of the Project to the said association upon its formation and registration. Thereafter the said association shall be responsible for maintenance and management of the Project and shall also be responsible for all statutory compliance in relation thereto including but not limited to renewal of all applicable licenses, NOCs etc. which includes but not limited to the certifications/ approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Environment Dept., Municipal Authority etc. and the Promoter shall not be held responsible for non-compliance, if any on part of the said association in this regard. Apart from the said association, the Allottee shall not indulge and/or form any other parallel association or group within the Project under any circumstances. The said association shall be responsible to hold any program/occasion/social gathering/events within the Project under the supervision of the committee/sub-committee that will be formed by the members of the said association for holding or conducting such events to avoid any conflict within the members of the association. The Allottee is obliged to and will necessarily sign all applications, declarations, and relevant documents as may be required for formation of the said association of allottees, as and when required.

36.12 It is agreed by the Allottee that the water supply to the allottees of the Project will be made available from deep tube wells or any other available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost the water supply is not permitted. Each bungalow unit shall be given one water supply connection. The installation cost will be reimbursed by the Allottee, and the usage charges will be applicable on an actual consumption basis. However, after handing over the common areas and facilities of the Project, the maintenance company/association of allottees of the Project may make alternative arrangement for supply of potable water from the municipal/competent authority concerned and create necessary permissible infrastructure for the same at a cost which will be reimbursed by the Allottee as and when intimated by the maintenance company/ association of allottees of the Project.

36.13 Sewerage and Waste Management: It is agreed by the Allottee that: (a) the entire sewage of the Project will be treated by modern sewage treatment technology. This will efficiently treat the sewage and provide clean treated water at the end, which may be used for horticulture purposes. All bungalows in the Project are to be connected to this system. For greater efficiencies and environmental reasons, the Allottee shall not dispose of solid wastes like paper and kitchen waste into the waste drains of toilets and kitchens; (b) the Promoter/maintenance company/association of owners, or any agency appointed by them, will arrange for collection and disposal of solid waste as per relevant statutes; and (c) there will be a network of storm water management system through the entire Project. For this system to work, it is imperative that the drains are kept clear and clean at all locations.

36.14 The Allottee shall have an option of becoming a member of Club Sinclairs upon payment of all requisite fees and charges for the same as demanded and under the terms and conditions as fixed by the Sinclairs authority from time to time. In the event of the Allottee exercising its option to become a member thereof, it shall be bound by the rules and regulations of the said club, all of which will be fixed and/or determined by the said club from time to time, including regarding any default in payment of any fees and/or charges. All decisions in this regard shall be entirely of Sinclairs and the Promoter shall neither be involved nor be liable for the same under any circumstances whatsoever<sup>8</sup>.

36.15 It is clarified that the defect liability responsibility of the Promoter as specified in Clause 14 of this Agreement shall not cover defects, damage, or malfunction resulting from (i) misuse of the Land with Bungalow; (ii) unauthorised modifications or repairs done by the Allottee or its nominee/agent; (iii) cases of Force Majeure (iv) failure to maintain the amenities/equipment; (v) accident; and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the Land with Bungalow and if the annual maintenance contracts are not done/renewed by the Allottee, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all amenities shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Land with Bungalow and the common Project amenities, wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Bungalow excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degrees centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the architect of the Project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Land with Bungalow and in the workmanship executed.

36.16 That the Promoter shall have exclusive right over the same to install hoardings/ neon sign, billboards / advertisements etc. on the same or on the face / facade of the Project or a portion of the boundary wall and shall be entitled to all the revenue out of the same. However, the Promoter shall be liable for the payment of all the necessary electricity charges, any or all statutory charges, taxes, levies, and outgoings, as may be imposed by the authority/ authorities for the same.

36.17 It is understood by the Allottee that even if the Allottee fails to take possession of the Land with Bungalow within the possession period as stipulated in Clause 8.2 above, the Allottee shall be deemed to have taken possession on the 31st day from the date of possession



notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Land with Bungalow, will be deemed to be the possession date.

36.18 The Allottee hereby undertakes and covenants that, on and from the date of possession of the Land with Bungalow or deemed date of possession of the Land with Bungalow, the Allottee shall:

- (a) Co-operate in the management and maintenance of the Project.
- (b) Observe, comply, and abide by the rules framed from time to time by the Promoter and subsequently by the association of allottees, after the same is formed, for the beneficial common use and enjoyment of the Common Areas, amenities and facilities provided in the Project.
- (c) Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the association of allottees including the GST.
- (d) Use the Land with Bungalow for residential purposes only.
- (e) Use all paths, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the association, upon formation, in writing.
- (f) Not throw, accumulate, or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the provisions made thereof.
- (g) Not to sub-divide the Land with Bungalow including the car parking space under any circumstances.
- (h) Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other land with bungalow, if applicable.
- (i) Not to place or cause to be placed any article or object in the Common Areas.
- (j) Not to harm or damage the Common Areas or any other land with bungalows in the Project by making any alterations or withdrawing any support or otherwise.
- (k) Not to park any vehicle, in the Project, unless the facility to park the same is obtained and/or acquired by Allottee.
- (l) Not to make any addition, alteration in the façade and structure of the Bungalow, internally within the Bungalow or externally within the Project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the Project, duly approved and finalized by the architect of the Project.

- (m) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other land with bungalow assignees and/or occupiers of the Project.
- (n) Not to keep in the Land with Bungalow any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the Land with Bungalow and/or any other land with bungalow in the Project.
- (o) Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his agents to sleep or squat in the Common Areas, as the case may be etc.
- (p) Not to keep or harboured any bird or animal in the Common Areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the Common Areas of the Project unless accompanied.
- (q) Not to change/alter/modify the name of the Project.
- (r) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the external doors and windows including grills of the Bungalow which in the opinion of the Promoter / association differs from the colour scheme of the Project.
- (s) Not to use the Land with Bungalow or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the Project or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a boarding house, club house, nursing home, amusement or entertainment centre, eating or catering place dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- (t) Not to let out or part with possession of the car parking space, excepting as a whole with the Land with Bungalow to anyone else, excepting to a person who owns a land with bungalow in the Project and the Allottee will give an undertaking and sign a document of adherence that the car parking space will be used only for the parking of cars.
- (u) Not to encumber the Land with Bungalow in any manner, except for raising the housing loan from any reputed financial institution or bank, for payment of the consideration price under this Agreement, prior to registration of deed of assignment for the Land with Bungalow in favour of the Allottee.
- (v) Use the community hall for small functions of their families or for the meeting of land with bungalow assignees or for the use of any function / meeting by all the land with

bungalow assignees of the Project. Although the community hall will be provided with a pantry/kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. The community hall shall not be used for weddings/religious festivals, or any ceremonial rite that requires lighting up of a fire /spraying of color/sacrifice of animals. The use of any loudspeakers shall not be permitted beyond the time limit and confines of the community hall. The community hall and any other covered/ enclosed area of the Project shall not be used for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival and such festivals may be celebrated in the outdoor areas of the Project, if and as may be allowed by the Promoter/ association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

- (w) Strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project, in particular, the community hall, the club area, swimming pool and gymnasium and shall pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ association from time to time. Further, the allottees shall abide by the terms and conditions of the development control regulations/handbook to be issued by the Promoter to enable it to regulate the future developments in the Township Land. The said development control regulations shall always be considered a part of this Agreement and shall survive the deed of assignment in respect of the Land with Bungalow in favor of the Allottee. Any violation of this condition shall entitle the Promoter to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.
- (x) Pay the rental charges under the Head Lease to the Burdwan Development Authority (BDA) in respect of the Demised Land for the residue period of the Head Lease as also its renewals, if any, to be revised upwards of every 5 (five) years as contained in the Head Lease without any deductions of whatsoever nature and/or kind.
- (y) Abide by all the terms and conditions of the Head Lease.
- (z) To ensure that all interior work of furniture, fixtures and furnishing of the Land with Bungalow, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other co-allottees.

**FIRST SCHEDULE**  
**Township Land**

ALL THAT the piece and parcel of land measuring about 254.74 Acres comprised in several plots having R.S./C.S plot numbers of Mouza: Goda, J.L. No. 41, Mouza: Isufabad, J.L. No.- 17, Mouza: Nababhat, J.L. No. 16 and Mouza: Kantrapota, J.L. No. 28 all within Police Station: Burdwan and Dist. Purba Burdwan and adjoining NH- 2 within the state of West Bengal as written hereunder.

SL No.	Mouza	J.L. No	Area (in acre)
1.	Goda	41	147.86
2.	Nababhat	16	5.47
3.	Isufabad	17	15.56
4.	Kantrapota	28	85.85
<b>Total =</b>			<b>254.74</b>

**SECOND SCHEDULE**

**Said Land**

The Magnolia-II bungalows being 0.993 Acre of land meant for construction of Magnolia-II Bungalows, contained within the township Project Land comprising of:

R.S. Dag No.	L.R. Dag No.	Mouza	Area (in Acre)	L.R. Khatian No.
548	595	Goda	0.097	5715/1
549/978	597	Goda	0.068	5715/1
549	596	Goda	0.156	5715/1
552	602	Goda	0.332	5715/1
553	603	Goda	0.151	5715/1
554	604	Goda	0.189	5715/1
555	605	Goda	0.00	5715/1

**THIRD SCHEDULE**

**Land with Bungalow**

**ALL THAT** the bungalow no. [●], type [●], having Carpet Area of [●] square feet (corresponding to [●] square feet of built-up area and [●] square feet of super built-up area), **TOGETHER WITH** the right to use [●] car parking space(s), comprised within the Demised Land, as permissible under the applicable law, to be constructed on land admeasuring [●] decimal comprised in R.S. Dag No. [●] (now comprised in L.R. Dag No. [●]), recorded in L.R. Khatian No. 5715/1, in Mouza Goda, J.L. No. 41, Post office Rajbati, Police Station Burdwan, District Purba Burdwan, West Bengal, **TOGETHER WITH** the *pro rata* right to use the Common Areas, all forming part of the Project namely 'Magnolia – II Bungalow' to be erected and constructed on the Said Land, being land admeasuring 0.993 acres equivalent to 631 decimal comprised in R.S. Dag Nos. 548, 549, 549/978, 552, 553, 554 and 555 (now comprised in L.R. Dag Nos. 595, 596, 597, 602, 603, 604 and 605 respectively), recorded in L.R. Khatian No. 5715/1, in Mouza Goda, J.L. No. 41, Post office Rajbati, Police Station Burdwan, District Purba Burdwan, West Bengal, butted and bounded as follows:

**ON THE NORTH:** [●];

**ON THE SOUTH:** [●];

**ON THE EAST:** [●]; and

ON THE WEST: [●].

The floor plan of the Land with Bungalow is annexed hereto and marked as Annexure A and the said floor plan shall always be deemed to be an integral part of this Agreement and will be in full force and effect as though it were expressly set out in the body of this Agreement.

**FOURTH SCHEDULE<sup>9</sup>**  
Payment Plan

**PAYMENT SCHEDULE OF TYPE [●] BUNGALOW**

SL. NO.	PARTICULARS	PERCENTAGE OF CONSIDERATION
1.	On application	[●]
2.	Advance for execution of the agreement (within 10 days from booking)	[●]
3.	On Commencement of work for Land with Bungalow	[●]
4.	On completion of Foundation	[●]
5.	On completion of Ground floor roof casting	[●]
6.	On completion of First floor roof casting	[●]
7.	On completion of Brick work	[●]
8.	On completion of Plaster	[●]
9.	On completion of Flooring	[●]
10.	On notice of possession	[●]

**FIFTH SCHEDULE<sup>10</sup>**  
Common Areas

1. Driveways & Walk ways
2. Water Supply System.
3. DG Room/AMF Panel Room.
4. Electrical Sub Station.

5. Sewage System including pipeline/manholes.
6. Storm water drain, pipelines, inspection pits and chamber.
7. Electrical System.
8. Water supply pipelines and system including but not limited to pumps/values.
9. Street Lights within the Zone.

**SIXTH SCHEDULE**  
Amenities of the Project

- 1) Combination of Boundary wall and Fencing.

**SEVENTH SCHEDULE**  
Materials and Specifications for Development of the Project

Foundation		RCC Foundation
Superstructure		Partial load bearing brick wall structure
Bedrooms	Floor	Vitrified tiles
	Walls	POP
Living/dining	Floor	Vitrified tiles
	Walls	POP
Kitchen	Floor	Vitrified tiles
	Walls	Ceramic tiles up to 2 ft. High above counter
	Counter	Granite
	Sink	Stainless Steel
	Floor	Anti Skid Ceramic Tiles
	Door	PVC door/ Flush door
Toilet	Wall Dado	Ceramic tiles up to lintel height
	WC	Good quality wall hung EWC
	Wash basin	Porcelain
	Fittings	CP fittings
Main Door		Laminated flush door
Door		Flush door
Window		Powder coated aluminium
Stair railing		MS stair railing with hand rail
External finish		Weather coat paint
Electrical		Concealed wiring with modular switch

**EIGHTH SCHEDULE<sup>11</sup>**  
**Common Expenses**

The expenses of the Common Portions mentioned herein will be proportionately shared by the Allottee with all the other allottees as follows:

- The costs and expenses relating to the Project shall be borne by all the allottees in proportion to the constructed area of any land with bungalow with the area of all the other constructed areas in the Project which will include all costs for maintaining the Common Areas.
- Some of the expenses mentioned herein may be common to all the allottees or only to those of any particular segment or zone of land with bungalows as may be decided by the Promoter or the association, as the case maybe.
- The expenses for maintenance, operation, and renovation etc. of the Project shall be borne and paid by the allottees to the extent and in the manner the Promoter or the association of allottees of the Project, as the case may be, may decide. The expenses shall, *inter-alia*, include the following:
  - a. Establishment and all other capital and operational expenses of the association of the allottees of the Project.
  - b. All charges and deposits for supplies of common utilities.
  - c. All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
  - d. Cost of operating the fire-fighting equipments and personnel, if any.
  - e. All expenses for insuring the Project including the land with bungalows and/or the common portions, *inter alia*, against earthquake, fire, mob violence, damage, civil commotion etc..
  - f. 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.
  - B. Municipal tax, water tax and other levies in respect of the Project save those separately assessed for the Land with Bungalow of the Allottee.
  - h. Contribution @ \_\_\_% of the monthly maintenance charges for creation of sinking fund for replacement, renovation, and other periodic expenses of equipments and to cover major expenses to be required for proper management and maintenance of the Project.
  - i. The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians etc. including perquisites, bonus and other emoluments and benefits.
  - j. All the fees and charges payable to the agency, if appointed for the looking after the maintenance of the Project, including all the statutory taxes.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribed their respective hands at \_\_\_\_\_ on the day, month and year first above written.

<p><b>SIGNED AND DELIVERED</b> by the Promoter in the presence of:</p> <p>Signature: _____</p> <p>Name: _____</p>	<p>For <b>SHRACHI BURDWAN DEVELOPERS PRIVATE LIMITED</b></p> <p>_____ DIRECTOR/AUTHORIZED SIGNATORY</p>
<p><b>SIGNED AND DELIVERED</b> by Allottee in the presence of:</p> <p>Signature: _____</p> <p>Name: _____</p>	<p>_____ [●]</p>

#### MEMO OF CONSIDERATION

Received from the within named Allottee a sum of INR [●] (Indian Rupees [●] only) as a booking amount towards part payment of the Total Price receivable by the Promoter under this Agreement, in the following manner:

Date	Particulars	Amount (Rs.)
[●]	By Demand Draft/account payee Cheque No. [●] dated [●] issued by the [●] Bank, [●] Branch, for and on behalf of [●], drawn in favour of [●]	[●]

For **SHRACHI BURDWAN DEVELOPERS PRIVATE LIMITED**

For **SHRACHI BURDWAN DEVELOPERS PVT. LTD.**



Authorized Signatory

\_\_\_\_\_ [●]  
(Promoter)



**ANNEXURE A**  
**Plan of the Land with Bungalow**

**ANNEXURE B**  
**Plan of the Project**

**DATED THIS      DAY OF      , 2024**

**AMONG**

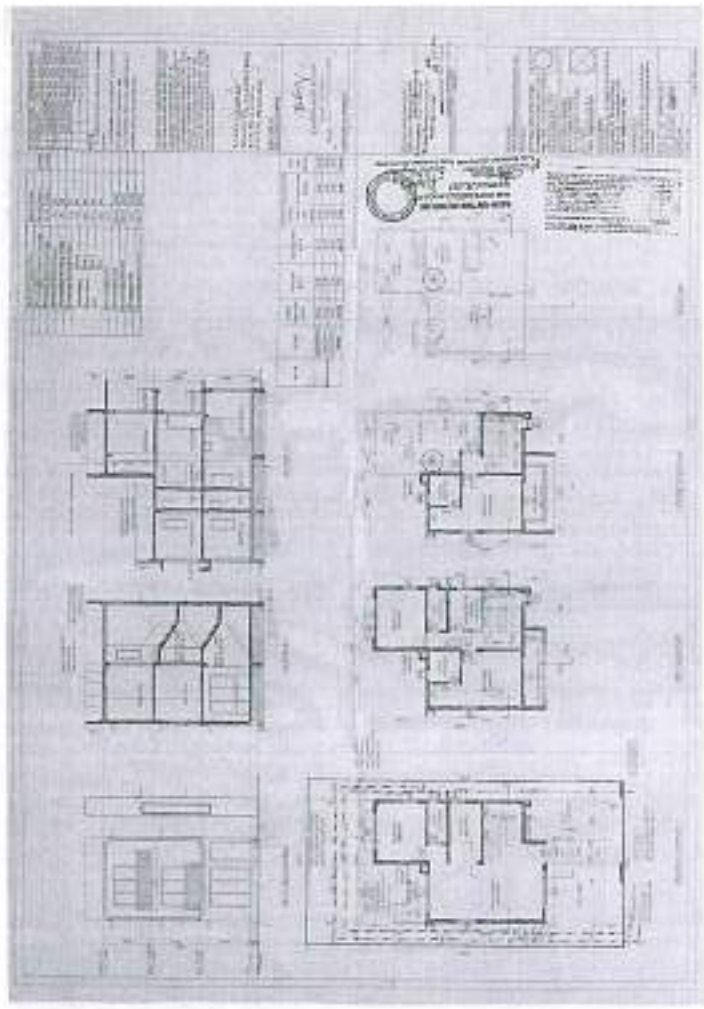
**SHRACHI BURDWAN DEVELOPERS PRIVATE LIMITED**  
**...PROMOTER**

**AND**

**...ALLOTTEE**

**AGREEMENT FOR ASSIGNMENT OF LEASE**

Anneexe 'A'



Annexure - A

