

[Since the transfer is in the nature of Under-Lease, changes has been made to the suggested draft 'Agreement for Sale' **under Rule 9 of the West Bengal Housing Industry Regulatory Authority Rules, 2018** to incorporate the modality of the transfer while retaining all the essential provisions therein]

**AGREEMENT FOR UNDER-LEASE / ALLOTMENT OF APARTMENT**

**THIS AGREEMENT** is made at HOWRAH on this \_\_\_\_ day of \_\_\_\_\_, Two Thousand Eighteen

**BETWEEN**

**JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED, [PAN. AACCD9800E]** (formerly known as Drashti Developers Private Limited), a "Private Limited Company" within the meaning of the Companies Act, 2013 (Act 18 of 2013), having its Registered Office at 41/44, S.P. Centre, Minoo Desai Marg, Colaba, Mumbai – 400 005 and having one of its Regional Offices at **P.S Srijan Corporate Park, Unit 903, 9<sup>th</sup> Floor, Tower – I, Plot No. G2, Block – GP, Sector – V, Salt Lake City, Kolkata – 700 091** and also having its Site Office at Salap Junction, Howrah Amta Road and Bombay Road Crossing, NH6, Howrah – 711403 (hereinafter referred to as "**JSHPL**")/"**the Company**" which term or expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include its successors and permitted assigns) of the **First Part**,

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JSHPL

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KWICPL

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Allottee (s)

**AND**

**KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED [PAN. AACCK4887A]**, a “Private Limited Company” within the meaning of the Companies Act, 2013 having its Registered Office at “Vichitra”, Kolkata West International City, Salap Junction, Howrah Amta Road and Bombay Road Crossing, NH6, Howrah–711403, having represented by its Constituted Attorney Joyville Shapoorji Housing Private Limited (formerly known as Drashti Developers Private Limited) in pursuance of a Registered Power of Attorney dated 27<sup>th</sup> day of November, 2013 (hereinafter referred to as “**KWICPL**”/“**the Confirming Party**” which term or expression shall unless it be repugnant to the subject or context thereof be deemed to mean and include its successor or successors) of the **Second Part**;

**AND**

«**First Applicant**» [**PAN. «PAN»**], «**SODOWO**», aged about «**Age**» years, residing at «**Address**» (hereinafter jointly referred to as “**the Allottees**” which term or expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **Third Part**

**WHEREAS:**

1. The Governor of the State of West Bengal (“**GOWB**”) was desirous of developing an integrated satellite township in West Howrah. Various parcels of land were acquired by GOWB and transferred to Kolkata Metropolitan Development Authority (“**KMDA**”) for the purpose of development of the integrated satellite township in West Howrah (“**said Larger Land**”)
2. Kolkata West International City Private Limited (KWICPL) has been granted the said Larger Land under various lease deeds for development of the same as a Residential-cum-Commercial Township.
3. By one such Deed of Lease dated 10<sup>th</sup> November, 2006 (“**Head Lease**”) made between Kolkata Metropolitan Development Authority (“**KMDA**”) therein referred to as the Lessor of the First Part, Kolkata West International City Private Limited(KWICPL), therein referred to as the Lessee of the

Second Part and the Governor of the State of West Bengal (through its Principal Secretary, Urban Development Department) (“**GOWB**”) therein referred to as the Confirming Party of the Third Part, and registered at the Office of the Additional Registrar of Assurances at Kolkata under Serial No.17015 for the year 2006, KMDA granted in favour of KWICPL a lease for 999 years commencing on and from the 10<sup>th</sup> day of November, 2006 in respect of all that the piece and parcel of land admeasuring 77.01 Acres or thereabouts situated at Mouzas Salap, Tentulkuli, Pakuria, Baltikuri, Khalia and Kona in the District of Howrah, together with all rights, easements and appurtenances thereto subject to the payment of the rents therein reserved and performance and observance of the covenants on the part of the Lessee therein to be performed and conditions therein contained, more particularly described in the Schedule thereunder (“hereinafter referred to as “**the Demised Land**”);

4. In terms of the Head Lease, KWICPL is entitled to grant Sub-Lease and/or Under-Lease of any portion of the Demised Land and Building to be constructed thereon.
5. KWICPL has started developing a Residential-cum-Commercial Township in phases named as “Kolkata West International City” (hereinafter referred to as “**the Township**”) as per the Master Plan sanctioned and approved on 21<sup>st</sup> September 2005 and revised Master Plan sanctioned and approved on 12<sup>th</sup> June 2013 and further revised Master Plan sanctioned and approved on 1<sup>st</sup> October, 2015.
6. Joyville Shapoorji Housing Private Limited (formerly known as Drashti Developers Private Limited (DDPL) is engaged *inter alia* in the business of building constructing, altering, acquiring, designing, erecting, establishing, equipping, developing, reconstructing, renovating, remodeling, rebuilding, undertaking, assisting, maintaining, managing, buying, selling, investing, leasing, letting on hire, commercializing, handling, controlling and acting as builders, civil engineers, architectural engineers, interior decorators, consultants, advisors, agents, brokers, supervisors, administrators, contractors, subcontractors, turnkey contractors, managers and dealers in all type of properties, real estate, buildings and structures including houses, apartments, bungalows, residential township and projects, commercial complexes, offices etc.
7. By an Agreement to Sub-Lease dated 27<sup>th</sup> day of November, 2013 registered at the Office of the District Sub-Registrar, Howrah and recorded in Book No. I, CD Volume No.35, Pages from 2373 to 2414, Being No.10427, for the year 2013 (hereinafter referred to as “**the Agreement for Sub-Lease**”) as modified by Declaration dated 24<sup>th</sup> April, 2014 registered at the Office of the District Sub-Registrar, Howrah and recorded in Book No.4, Volume No.1 Pages from 5509 to 5516,

Being No.00445, for the year 2014 (hereinafter referred to as “**the Declaration**”) and made between KWICPL, as the Sub-Lessor and DDPL, as the Sub-Lessee, KWICPL has agreed to sub-lease on the terms and conditions therein contained., a part of the Demised Land admeasuring 30.385 (Thirty Point Three Eight Five) Acres or thereabouts (hereinafter referred to as “**the said Land**”) situate, lying and being at Mouzas Baltikuri, Pakuria and Khalia, District Howrah, West Bengal and more particularly described in the First Schedule thereunder written together with the multistoried residential buildings to be constructed thereon which shall comprise of several self-contained independent apartments and other structures by utilizing development potential arising out of FAR of 36,00,000 (thirty six lakh) square feet [hereinafter referred to as “**the Building(s)**”] , The said Land and the Building(s) to be constructed thereon are hereinafter referred to as (“**the said Property**”).

In terms of the Agreement for Sub-lease as modified by the Declaration, JSHPL is entitled to transfer, assign and /or mortgage all its rights under the said Agreement for Sub-Lease including its rights to built-up area constructed utilizing development potential arising out of FAR of 36,00,000 (Thirty-Six Lac) Square Feet in respect of the said Property or any part thereof, to any third party for the unexpired residual term of 999 years which has commenced from 10<sup>th</sup> November, 2006. A few of the relevant clause of the said Agreement for Sub-Lease is reproduced herein below: -

*“Clause 3 (f) -Upon execution of the sub-lease as contemplated in Clause 3(a) and/or 3(d), the Sub Lessee shall be entitled to further sub-lease the said Property or any portion thereof and shall also be entitled to transfer in any manner including by way of assignment, sub-lease, mortgage and/or otherwise howsoever its interest under the deed of sub-lease in relation to the said Property or any part thereof including in the structures constructed/to be constructed on the said Land, to any third party and the Sub Lessor shall perform all acts, things, matters and deeds as are required by the Sub Lessee to effectively sub-lease/assign/mortgage the said Property or part thereof and shall execute a power of attorney in favour of the Sub Lessee to appropriately secure this obligation.*

*Clause 3 (g)-In the event the Sub Lessor executes the sub lease in favour of the Sub Lessee as per the terms of this Agreement, the Sub Lessee shall be deemed to have been put in physical possession of the Property.*

*Clause 3 (j)-The Sub Lessee shall be entitled to transfer or assign or mortgage all its rights under this Agreement (including its rights to built up areas constructed utilizing development potential arising out of FAR of 36,00,000 (thirty-six lakh) square feet in respect of the said*

*Property or any part thereof, to any third party or to its associates/affiliates without obtaining the previous consent of the Sub Lessor. The Sub Lessor shall perform all acts, things, matters and deeds as are required by the Sub Lessee to effectively transfer including by way of assignment or mortgage such interest and shall execute a power of attorney in favour of the Sub Lessee to appropriately secure this obligation. Upon the Sub Lessee informing the Sub Lessor of such transfer/assignment of its rights and interests under this Agreement, the Sub Lessor shall take note of the same and recognize the transferee to be the transferee/assignee, as the case may be, without demanding any premium or consideration whatsoever. The Sub Lessee shall inform the Sub Lessor of the transfer or assignment of its rights under this Agreement.”*

The Company has fully paid the lease rent and the lease premium payable under the said Agreement for Sub-Lease for the said Property to KWICPL. By declaration dated 6<sup>th</sup> January, 2016 KWICPL has declared and confirmed the receipt of the rent and the lease premium and discharge the Company from the payment of the same or any part thereof. However, the development cost of the said Property is being borne and paid by the Company.

8. By a Power of Attorney dated 27<sup>th</sup> November, 2013 KWICPL empowered DDPL inter alia, to execute Agreements / Agreements for Transfer / Leave And License Agreement(s) / Mortgage Deeds / Assignment Deeds / Memorandum of Understanding / Agreement of Sub-Lease / Sub-Lease Deeds / Power of Attorney / Declaration / Affidavit and Indemnity Bonds and all other Agreements and documents in the joint names of KWICPL and DDPL or otherwise as may be necessary to assign DDPL's interest under the said Agreement and/or sell/lease/let/license/mortgage or otherwise dispose of the said Property or parts thereof including the built-up area constructed on the said land or re-possess premises given on tenancy / license basis in the said Property and to receive the sale price / rent / license fees / lease premium and other Consideration Amounts from the Allottee(s)/tenant(s)/lessee(s)/licensee(s) and to issue valid and effective receipts for the same to the Allottee(s)/tenant(s)/lessee(s)/licensee(s). The Power of Attorney as aforesaid, was registered at the Office of the District Sub-Registrar, Howrah, in Book No. I, CD Volume No.35, Pages from 2415-2428, Being No.10428, for the year 2013.
9. The Company in the meantime, has passed Resolutions of its members for change of its name from Drashti Developers Private Limited (DDPL) to **“Joyville Shapoorji Housing Private Limited”**(**“JSHPL”**) vide Extra Ordinary General Meeting dated 7<sup>th</sup> September, 2015 and change of name as aforesaid, was approved by the Registrar of Companies, Mumbai, on an application made by the Company to it and accordingly, “Fresh Certificate of Incorporation Pursuant to

Change of Name” [pursuant to Rule 29 of the Companies (Incorporation) Rules, 2014], was issued by the concerned Officer of the Registrar of Companies, Mumbai, on 15<sup>th</sup> October, 2015.

10. The Property is being developed and promoted by KWICPL/JSHPL (hereinafter collectively referred to as “**the Promoter**”) in different phases and accordingly, handover of possession will also be phase-wise and as such, for the purpose of this Agreement, this particular Phase consisting of «No\_of\_Tower» multistoried building and/or tower being numbered «Phase» will be treated as “Project” and named as “Joyville Phase 1A”.
11. The Promoter has appointed M/s Shapoorji Pallonji & Co. Private Limited (SPCPL) as Development Manager for assisting, facilitating and coordinating in the management, planning, supervision, marketing and sales management of Joyville Project at Howrah on the said Specified Land (more fully described in Part II of the First Schedule hereunder written, hereinafter referred to as the “Specified Land”) in terms of the Development Management Agreement dated 28-10-2015.  
By Trade License Agreement dated 28-10-2015 Shapoorji Pallonji And Company Pvt. Ltd., has granted the Promoter license to use the trade mark of Shapoorji Pallonji and Company Pvt. Ltd., on the terms and condition contained therein.
12. By an Agreement dated 31<sup>st</sup> October, 2015 made between KWICPL and JSHPL, JSHPL in consideration therein mentioned has agreed to:
- (a) assist and participate in the development of the said property.
  - (b) co-ordinate with the third party consultants and to be responsible for landscaping, mechanical, electrical and interior design scheme.
  - (c) to monitor and supervise construction activities.
  - (d) to appoint inter alia, contractors, architects, consultants for the purpose of construction and development of the property.
  - (e) to raise funds by way of loans and/or advances and to secure such loans and advances is empowered to create a charge/mortgage/encumbrance in respect of the said property or any part thereof.

By virtue of the Agreement referred to above, JSHPL shall do the following: -

“2.1. *Responsibility of JSHPL*

2.1.1.1 *JSHPL shall be entitled to perform the following roles and responsibilities severally or jointly with KWICPL in relation to the said property:*

2.1.1.2 *If KWICPL fails to make the payment in full or in part towards the Construction Cost including but not limited to costs specified under Clause 1A(ii), 1A(iii), 1A(iv) and 1A(v) within the timelines as may be specified by the construction contractor/sub-contractor, JSHPL at its option may directly make such payment to such contractor and /or sub-contractor.*

2.1.1.3 *To actively participate in preparation of the development plan of the Project which technically includes detailing the number of buildings, the units in the Project, lay out plans of the Project and the units, requisite building plans, floor plans, architectural, structural and related drawings and designs and such other design / construction related information as maybe required from time to time ("Plans").*

2.1.1.4 *To co-ordinate with third party consultants specified above to enhance compatibility of architectural drawings with other elements of the development of the Project such as interior design and to be responsible for landscaping plans, mechanical and electrical drawings, architectural appearance, and interior design schemes for common areas and submit the same for the approval of KWICPL (which approval shall not be unreasonably withheld).*

2.1.1.5 *To monitor and supervise all construction activities to ensure that the construction is being carried out in accordance with sanctioned plan and it's requisite technical specifications and directions given by JSHPL.*

2.1.1.6 *To put up a board of the name of the Project.*

2.1.1.7 *To manage, arrange, supervise, coordinate the planning, approval process, design, construction of the Project to ensure that the construction is being carried out in accordance with its' requisite specifications and directions.*

2.1.1.8 *JSHPL shall be entitled to actively participate and manage the day-to-day affairs of the Project and the construction of the Project and will use its technical know-how, experience and expertise to carry out its obligations in the manner as provided in this Agreement.*

2.1.1.9 *To supervise the employment and/or engagement of labour, workmen, contractors, personnel - skilled and unskilled (or cause any separate agency to do the same) to carry out the development and construction work of the Project and to keep account of the wages, remuneration and salary of such labour, workmen, contractors and personnel including workmen's insurance and to review their work and progress of construction.*

2.1.1.10 *To /Sub lease/license and/or transfer in any other manner permissible under applicable laws, the units comprised in the Buildings to be constructed and for its business purpose upon obtaining necessary permissions from the respective authorities and promote the Project through electronic and/or print media and/or the internet or in any such other manner as it deems fit and proper and to put up , install and maintain hoardings signage bearing the details of the Project as decided in accordance with the Agreement To Sub Lease.*

2.1.1.11 To obtain necessary and adequate insurance policies in respect of the said Property as maybe required during the course of construction.

2.1.1.12 To be responsible for the marketing promotion, branding of the said property and to appropriate the monies received from the sub-lease and/or transfer in any other manner permissible under applicable laws of all areas comprised in the Project.

2.1.1.13 To obtain or cause the contractors / sub-contractors to obtain necessary insurance for the workers, laborers employed / engaged for the purpose of the construction of the Project as per the requirement under the applicable Laws and pay premium in respect thereof.

2.1.1.14 To pay the municipal property taxes and other outgoings in respect of the said Property and the Project (including in respect of the unsold areas where payable), as the case maybe.

## 2.2 Responsibility of KWICPL:

2.2.1 KWICPL shall perform the following roles and responsibilities in relation to its development and construction of the Project.

2.2.1.1 The Construction Costs for the said Project shall be paid by KWICPL to the construction contractor/sub-contractor, and the same shall be borne by JSHPL. However, if KWICPL fails to make the payment towards Construction Cost within the timelines as may be specified by the construction contractor/sub-contractor, JSHPL at its option may directly make such payment to such contractor/s and/or sub-contractor/s.

2.2.1.2 KWICPL, at the cost of the JSHPL, shall provide an electric sub-station and electricity connections to the said Property for exclusive use by JSHPL and/or any of its nominees, assignee. KWICPL, at the cost of JSHPL, shall arrange for the supply of electricity / power with the electricity supplying authorities. However, KWICPL responsibilities are limited to providing electricity connections up to the said property area.

2.2.1.3 KWICPL, at the cost of the JSHPL, shall make adequate connection for the continuous supply of water to the said Property. However, KWICPL responsibilities are limited to providing water connections upto the said property.

2.2.1.4 KWICPL, at the cost of JSHPL, shall provide sewerage and drainage connections to the said property site with sewage treatment facilities.

2.2.1.5 KWICPL, at the cost of JSHPL, shall provide adequate telephone connections in the said Property.

2.2.1.6 KWICPL, at the cost of JSHPL, shall provide sufficient road access to the said Property which road access shall at all times be exclusively in the possession of JSHPL.



2.2.1.7 To remove, settle, satisfy and defend all claims, disputes, suits, actions and proceedings that may have arisen or that may arise due to any act of KWICPL in relation to the said Land.

2.2.1.8 Copies of all agreements, instruments, papers, writings, deeds including all documents of title relating to the said Property or the Project will be handover to JSHPL.

2.2.1.9 To obtain all building, development, and other permissions / permits from the State Government including but not limited to permissions/ approvals/ NOCs/ sanctions from the Electricity Boards, Water Supply and Sewerage Authority and the Chief Fire Officer. KWICPL shall, as and when required by JSHPL do the needful to assist/help JSHPL to obtain such permissions/ approvals/ NOCs/ sanctions from the concerned Authority/ies as aforesaid and to sign and execute such Documents as may be required.

2.2.1.10 To obtain, or cause the municipal Architect or contractor/contractors to obtain, a permanent certificate of occupancy (or other appropriate and necessary governmental permission to occupy) with respect to the Project.

2.2.1.11 For the purpose of JSHPL to /lease/license or transfer in any other manner, the units comprised in the Buildings, KWICPL has constituted and appointed JSHPL as the constituted attorney of KWICPL vide power of attorney dated 27th November 2013. Further, JSHPL shall be entitled for marketing of the said property through electronic and/or print media and/or the internet or in such other manner as it deems fit and proper and to install and maintain hoardings signage thereon bearing the details of the said property and will have as decided in accordance with this Agreement the full and free right and authority to obtain necessary permissions and to do all acts deeds matter and things and sign all documents and papers if necessary for this purpose.”

JSHPL along with KWICPL has the right to promote and/or develop the said property and also to assign and/or transfer the constructed area and/or the flats and/or the apartments to the end users.

13. By virtue of the registered Agreement for Sub-Lease and Power of Attorney both dated 27<sup>th</sup> day of November, 2013 JSHPL is inter alia, empowered to transfer, sub-let, sub-lease, assign its right, title, interest over and in respect of the apartments comprised of building and/or buildings constructed and/or to be constructed on the entire plot of land including the portion of the land comprised in Joyville Phase 1A and to enter into Agreement for Transfer, Leave And Licence, Assignment Deed, Sub-Lease Deed in respect of the Apartments pertaining to Joyville Phase 1A together with the right to use open/covered/stilt four wheeler parking spaces and to receive the Consideration in respect thereof.

- 13.1. Joyville Phase 1A consists of «No\_of\_Tower» multi-storied buildings and/or Towers being numbered «Phase» comprised of basement and ground/stilt podiums, stilt car parking spaces and/or covered car parking spaces and upper floors of each Towers and/or buildings and the Allottee has inspected, scrutinized and is satisfied with the Promoter's title in the said Property and the Building(s), the copy(ies) of the plans of the Layout as approved by the concerned Local Authority, a copy whereof is hereto annexed and marked as Annexure "X" and/or the authenticated copies of the plans of the Layout hereto annexed and marked as Annexure "Y" as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said Joyville Phase 1A and/or other documents relating to Joyville Phase 1A and has submitted an Application for Allotment of «No\_of\_bedrooms» Apartment together with balcony area bearing No.«Flat» admeasuring «Area\_of\_flat\_sq\_m» Square meter together with balcony of «Area\_of\_balcony\_sq\_m» Square meter (equivalent to «CA\_of\_flat\_and\_balconysq\_ft» Square feet of Carpet Area) on the «Floor\_No» Floor of Tower No. «Tower» in the said Project, together with the exclusive right of use of «Typeof\_CP» Four Wheeler Parking space, as described in the **Second Schedule** hereunder written (hereinafter referred to as "**the said Apartment**") for the said unexpired residuary lease period of 999 years.
- 13.2. "**Carpet Area**" means the net usable floor area of an Apartment, 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 Apartment. For the purpose of this definition, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the Apartment, meant for the exclusive use of the Allottee and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee.
- 13.3. The application made by the Allottee for allotment of the said Apartment was accepted and the Promoter has provisionally allotted the said apartment pertaining to Joyville Phase 1A to the Allottee in accordance with the terms and conditions as contained within the Provisional Allotment Letter dated «Dt\_of\_Allotment» (hereinafter referred to as "**the Allotment Letter**").
14. The Promoter has registered the entire Joyville Project in phase-wise and accordingly, Joyville Phase 1A is registered under the applicable provisions of the West Bengal Housing Industry Regulation Act, 2017 (hereinafter referred to as "**WBHIRA**") with the Housing Industry

Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.

15. In terms of RERA, and/or WBHIRA the Promoter is required to enter into a written Agreement with the Allottee, containing the terms, conditions, stipulations and provisions for allotment and transfer.
16. Accordingly, this Agreement is being entered into between the Parties hereto pursuant to the Allottee's Application for Allotment and Transfer as also Provisional Allotment Letter (for recording the conclusive terms and conditions) superseding all the terms and conditions and understanding for Transfer, Sub-Lease and/or Under-Lease of the said Apartment by the Promoter to the Allottee on the terms, conditions, stipulations and provisions hereinafter mentioned.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as under:

1. The Promoter shall construct the Building(s) and/or Tower(s) in Joyville Phase 1A consisting of «No\_of\_Tower» multi-storied building and/or Tower «Phase» comprised of various apartments together with other facilities morefully described in the Schedule in accordance with the plans, lay out plans, designs and specifications as approved by the competent authorities and/or appropriate authority(ies) provided always the Promoter shall have to obtain prior consent in writing of the Allottee(s) in respect of variations and/or modifications which may adversely affect the Agreement of the Allottee except any addition and/or alteration required by any Government Authority or due to any change in law.
- 2.. In pursuance of the foregoing and in consideration of the benefits and mutual obligations respectively accruing to and undertaken by the Parties hereto, the Promoter hereby agrees to allot «No\_of\_bedrooms» Apartment together with balcony area bearing No.«Flat» admeasuring «Area\_of\_flat\_and\_balconysq\_m»Square meter (equivalent of «CA\_of\_flat\_and\_balconysq\_ft» Square feet of Carpet Area) on the «Floor\_No» Floor of Tower No. «Tower» together with the exclusive right of the Allottee to use «Typeof\_CP» four wheeler parking space(s) as described in the **Second Schedule** hereunder written (hereinafter collectively referred to as "**the said Apartment**") and the Allottee agrees to take on Sub-Lease/Under-Lease and/or by way of transfer and/or assignment of right, title, interest of the Promoter in the said Apartment for the Consideration of Rs. «Total\_Consideration»/- including Rs. «Other\_Charges\_and\_Deposits»/- being the proportionate Consideration Amount for the common areas and facilities appurtenant to

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Allottee (s)

the said Apartment or Tower, the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** hereunder written.

The Allottee hereby agrees to acquire the exclusive right to use parking space(s) more fully described in the **Second Schedule** hereunder written at or for the Consideration and/or Premium Amount for the Apartment including «Typeof\_CP» parking spaces is thus Rs. «Consideration\_Amt»/-.

**3. Consideration, Additional Costs and Charges:**

- 3.1. The Allottee hereby agrees to pay the Consideration Amount of Rs. «Consideration\_Amt»/- (Rupees «In\_Words» ) only for transfer by way of grant of Sub-Lease/Under Lease and/or assignment of right, title, interest whatsoever of the Promoter in favour of the Allottee in respect of the said Apartment (short particulars whereof, are hereinafter mentioned) for the unexpired residual term of 999 years which has commenced from 10<sup>th</sup> day of November, 2006 and the same shall be paid by the Allottee to the Promoter in installments/down payment as detailed in the **Fourth Schedule** hereunder written without any default. The Allottee agrees that the payment of the said Consideration Amount by way of installment/down payment within the prescribed time period as stipulated herein is the essence of the Contract.
- 3.2. Out of the Consideration Amount, the Allottee has paid on or before execution of this Agreement the sum of Rs. «Paid\_before\_execution\_of\_Agreement»/- (Rupees «Paid\_before\_execution\_of\_Agreement\_In\_Wo») only and the balance Consideration Amount of Rs. «Balance\_payable»/- (Rupees «Balance\_payable\_In\_Words») only for transfer by way of sub-lease/under-lease and/or assignment of the Promoter's right, title, interest whatsoever in the Apartment short particulars whereof, are hereinafter mentioned shall be paid by the Allottee to the Promoter in installments/down payment as detailed in the **Fourth Schedule** hereunder written without any default

The Consideration Amount excludes Taxes [consisting of tax paid or payable by way of Goods And Service Tax (GST) and any other similar taxes including VAT] which may be levied in connection with the construction of and carrying out of the Project payable by the Promoter and/or the Developer upto the date of handing over of possession of the Apartment.

- 3.3. In addition to the Consideration Amount of the said Apartment, as aforesaid, the Allottee agrees to bear and pay the following: -

(a) **Stamp Duty and Registration Fees or other Fees** - The Stamp Duty and Registration Fees, or other Fees or Charges including incidental expenses in connection with the execution and registration of this Agreement and the Deed of Sub-Lease/Transfer/ Assignment and/or Under-Lease in respect of the said Apartment, as may be prevailing at the time of registration.

(b)

(i) **Corpus Fund Deposit:**

The Allottee shall be required to pay to a sum of Rs«Corpus\_Deposit25»/- (Rupees«Corpus\_in\_words» only) towards Maintenance Corpus Deposit which will be created for replacement, refurbishing, major repairs of the plants and equipments, and painting of external facade of the building at periodical intervals and also towards any unforeseen contingency in future. The said Maintenance Corpus Deposit after adjustment of dues, if any, will be transferred to the Apartment Owners' Association/body after its formation without any interest. The Corpus Deposit Amount which will be available with JSHPL will subsequently be handed over to the Association to be formed and will be deposited in a Term Deposit Account with State Bank of India (SBI) or any other Nationalised /Scheduled Bank and the interest so received against the same may be utilized for part financing/maintenance of the common areas in the Joyville Phase 1A.

(ii) **Advance maintenance charges:**

Advance Maintenance Charges for the initial period of 5 years , will be required to be paid to the Promoter and/or authorized Agency either in lumpsum or in installment in the manner as may be required and demanded by the Promoter and the same has been presently estimated totaling to Rs.«AMC\_\_36»/- (Rupees «AMC\_In\_Words» only) for 1 year. The amounts collected from the Advance Maintenance Charges shall be used towards funding the recurring common maintenance charges including the service of any other taxes payable by the Promoter in this regard, wherever applicable. In case, there is an increment/escalation in the actual cost of common area maintenance, the Promoter shall initiate the proportionate increase in the Advance Maintenance Charges to the Allottee and the same shall be paid by the Allottee within the time period intimated by the Promoter. Any delayed payment of Advance Maintenance Charges /any increment thereon will attract interest payable at the rate as prescribed under RERA and/or WBHIRA or at such rate as may be decided by the Promoter whichever is less from the due date communicated by the Promoter till the date of actual realisation of payment from the Allottee.

(iii) **Association Formation Charges:**

An Association of Apartment Owners will be formed for Joyville Phase 1A and each Apartment Owner shall be a member of such Association. The Association shall administer the said Property

in accordance with the West Bengal Apartment Ownership Act, 1972 as amended upto date and Rules made thereunder. Association Formation Charges of Rs.«Association\_Formation» /- (Rupees One Thousand only) per residential Apartment has to be paid by each apartment owner for formation of such Association.

**(iv) Infrastructure Development Charges:**

Each Apartment Owner has to bear and pay Infrastructure Development Charges for the development of infrastructure facilities within Joyville Phase 1A as well as for the common areas and facilities pertaining to the entire Project more particularly for the development of roads, within the township and/or common area and facilities. The same has been presently estimated to totaling Rs.«IDC\_\_50sqft»/- (Rupees «IDC\_in\_words» only).

**(v) One-time Club House Development Charge:**

The Promoter will set up social and sports and recreation facilities for the Apartment Owners of the entire Joyville Project in due course and for this purpose, a Club shall be owned and managed by the Promoter either by itself or by its Maintenance Agency or by a separate body or entity from the date of commencement of operation and/or establishment of the Club House. Each Apartment Owner has to pay a One-time Club House Development Charge of Rs.1,25,000/- (Rupees One Lakh Twenty-Five Thousand Only) for his/her/their membership to the Club. The detailed terms and conditions for the Club Membership shall be sent to the Allottee before the Club is made operational.

The Apartment Owner has to pay Rs.«Legal\_\_Documentation»/- (Rupees Twenty Thousand only) to the Promoter towards Legal Service and Documentation Charges including all out of pocket expenses incurred or to be incurred in connection with the Registration of the Agreement for Allotment/Deed of Sub-Lease/Under Lease/Transfer/Assignment.

The deposits/other charges or levies demanded or required to be paid to the concerned authorities (including but not limited to Municipality/Municipal Corporation, any Development Authority, Pollution Control Authority/Board, Fire Control Departments, Governmental/Statutory Authority and the Sales Tax on works contract, Service Tax, Value Added Tax or other taxes/levies payable to Central/State Government or others from time to time, betterment or other levels in regard to the construction of the said Apartment and proportionate cost of cable, transformers, pollution control equipment, firefighting equipment and the installation thereof) in connection with the development of the Joyville Phase 1A shall be paid to the Promoter in part

or in full upon demand or against at the time of taking over possession of the said Apartment and/or as and when demanded by the Promoter.

Notwithstanding anything to the contrary herein contained the deposits/other charges or levies to be paid in respect of the said Apartment shall be in accordance with RERA and/or WBHIRA and the Rules made thereunder.

The Allottee shall from the date of the issue of Notice of Possession of the said Apartment, whether possession of the same is taken or not by the Allottee, pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as, insurance, municipal/property taxes and cesses, electrical, water bills etc. and all other charges/expenses towards the Common Area and Facilities of Joyville Phase 1A as well as the entire Project.

- (c) All taxes (including Service Tax, Work Contract Tax, VAT and GST etc.), duties, levies and/or sur-charges, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulations in respect of the said Apartment and/or Joyville Phase 1A or the maintenance thereof, shall be borne and paid by the Allottee proportionately or wholly as the case may be, without raising any objection thereto, as and when required by the Promoter and the Promoter shall not be liable for the same. The Payments to be made by the Allottee as mentioned in Clause no. 3 are hereinafter collectively referred to as “**the Consideration Amount**”. All additional charges and costs are estimated as on date and the same may be altered at the sole discretion of JSHPL and the Allottee is liable to pay the differential amount without fail.

- 3.4. All payments under this Agreement including payment of consideration towards the Residential Apartment Cost and the Additional Costs and Charges as mentioned in Clause no. 3 shall be made by Cheque and/or Demand Draft payable at Kolkata/Howrah. In case of any Cheque or Demand Draft payable outside Kolkata/Howrah, the actual Bank Collection Charges actually incurred for this purpose will be debited to the Allottee’s account as it is payable by the Allottee and the payment will be appropriated towards the consideration amount and other charges payable by the Allottee to the Promoter. In this regard the date on which the Account of JSHPL will be credited by payment of the Allottee will be considered as “the date of payment by the Allottee” and interest will become payable from the due date till the amount is credited.

- 3.5. In case any Cheque issued by the Allottee is not honoured due to any reason whatsoever, the Allottee without prejudice to the rights of the Promoter against the Allottee for dishonor of Cheque will be liable to pay Rs.500/- only with applicable taxes to the Promoter and/or in accordance

with the provisions if any, under of RERA and/or WBHIRA and a fresh Cheque has to be issued within a period of 45 days from the date of initial demand, provided that the Allottee agrees to pay interest at the Bank's prevailing rate per annum from the date of default till the date of payment realisation for a maximum period of 45 days In case of any dishonour of cheque all further payments will have to be made via Demand Draft/ NEFT / RTGS.

**4. Construction & Specifications:**

- 4.1. The Promoter has constructed and/or agreed to construct/cause to construct the Joyville Phase 1A on the Project Land or on part thereof as per the sanctioned Building Plan and as per the specifications mentioned in the **Sixth Schedule** hereunder written
- 4.2. The specifications of the construction of the said Apartment including the fixtures and fittings therein and the amenities to be provided by the Promoter are described in the **Sixth Schedule** hereunder written.
- 4.3. Subject to the applicable provisions of WBHIRA and /or RERA the Promoter usually shall not make any additions and/or alterations in the Sanctioned Plan, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the said Apartment which is agreed to be carried out only with the previous consent of the Allottee ;

Provided always that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee.

For the purpose of this Clause, "minor additions or alterations" excludes structural change including an addition to the area of change in height, or the removal or part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joint floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress of a change to the fixtures or equipment etc.

**5. Completion and Possession:**

- 5.1. Time is 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 Apartment(s) to the Allottee and



the common areas to the Association of the Allottees 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 installments and/or other dues payable by the Allottee and meeting the other obligations under the Agreement subject to simultaneous completion or construction by the Promoter as provided herein.

- 5.2. If the Promoter fails to abide by the time schedule for completing Joyville Phase 1A and handing over the Apartment(s) to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from Joyville Phase 1A, interest with applicable taxes as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till handing over of the possession. The Allottee agrees to pay to the Promoter interest with applicable taxes as prescribed under the Rule framed under RERA and/or WBHIRA, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter till the payment is made.
- 5.3. Without prejudice to the right of the Promoter to charge interest with applicable taxes in the manner provided herein on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement [including his/her proportionate share of taxes, levied by the concerned local authority and other outgoing(s)] and on the Allottee committing three defaults of payment of installments, the Promoter shall at its own option may terminate this Agreement.

Provided that, the Promoter shall give notice of fifteen (15) days in writing to the Allottee, by Registered Post with A/D at the address provided by the Allottee and the mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which It is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such Notice period the Promoter shall be entitled to terminate this Agreement. Provided also that upon termination of the Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of thirty (30) days of the termination, the installment of Consideration Amount of the Apartment which may till then have been paid by the Allottee to the Promoter.

- 5.4. Subject to Force Majeure Events it is agreed between the Parties hereto that the Promoter shall complete and/or cause to complete construction of the said Apartment within December 2019 excluding six months grace period. Upon completion of the said Apartment in all respects and upon obtaining the "Occupancy Certificate" from the competent authority and payment made by the Allottee in terms of this Agreement, JSHPL shall hand over possession of the said Residential Apartment along with the copy of the Completion Certificate/Occupancy Certificate obtained from concerned Municipality or any other concerned statutory Authority. On completion of the construction of the said Residential Apartment, JSHPL shall by a Notice in writing sent to the Allottee call upon the Allottee to take possession of the said Apartment/Residential Apartment (hereinafter referred to as "**the Notice of Possession**"). It is made clear that handing over of possession of the Apartment by JSHPL to the Allottee is subject to payment of the Consideration Amount by way of installments and the Additional Costs and Charges as mentioned in Clause no. 3.
- 5.5. The Allottee within 20 (Twenty) days of receiving Notice of Possession should take over possession of the Apartment/Residential Apartment from the Promoter. In the event of failure to take possession of the said Apartment/Residential Apartment, the Allottee shall be liable to pay holding charges to the Promoter which shall be payable an amounting to Rs.«Holding\_Charges»/- along with applicable taxes or as prescribed under the Rules framed under RERA and/or WBHIRA.
- 5.6. Subject to Force Majeure Events if the Promoter fails to deliver possession within December 2019 excluding six months grace period, the Promoter shall be liable to pay such compensation as may be prescribed under the Rules framed under RERA and/or WBHIRA or at such specified rate as may be specified by the Promoter and as agreed by the Allottee and which both parties agree that it is a reasonable estimate of the damages that the Allottee may suffer and the Allottee agrees that the Allottee shall have no other rights and/or remedies and/or claims whatsoever. The same will be adjusted with the amount payable as demanded in the "Notice of Possession".
- On and from the Possession Date:
- (i) The said Residential Flat/Apartment shall be at the sole risk, cost and consequences of the Allottee and the Promoter shall have no liability or concern thereof;
  - (ii) The Allottee/s shall become liable to pay the **Maintenance Charges** and all other expenses necessary and incidental to the management and maintenance of the Project as provided herein in respect of the said Residential Flat/Apartment and the Common Areas and facilities;

- (iii) All taxes, duties, levies, cesses, statutory charges etc. including GST, deposits imposed, demanded or required to be paid to the authorities concerned or the Association, as may be decided shall be borne solely by the Allottee as provided herein.

The Promoter shall not be responsible for any damage caused to the said Residential Flat on account of delay in taking over possession and in such an event; the Allottee/s will have to take possession of the same on as is what is basis. Notwithstanding anything herein contained the Promoter shall not be required to give possession of the said Residential Flat/Apartment to the Allottee/s till the entire Consideration and all other amounts due hereunder are paid by the Allottee/s to the Promoter.

- 5.7. **“Force Majeure Events”** shall mean any event or circumstances or combination of events or circumstances that materially or adversely affects the performance of the Promoter due to which the Promoter is/are prevented from performing its obligations under this Agreement in respect of the said Joyville Phase 1A. Notwithstanding anything contained in this Agreement, the Promoter shall not be responsible/liable for any delay caused in giving the Possessions or for violation of any of the terms and conditions of this Agreement if such delay and/or violation has been caused due to any Force Majeure Events including without limitation;-

- a) Non-availability of steel, cement or any other building materials, water or electric supply etc.,
- b) wars, riots, commotion, sabotage, plagues, third party actions, political/public strikes or lock outs other than strikes initiated by employees of any Party and/or external agency/ies associated with the Project, civil commotion, fire, drought, earthquakes, typhoons, hurricanes, storms, landslides, lightning, floods, explosions, epidemics, accidents, acts of God, other natural disasters or calamities,
- c) Any notice, order, rules, restriction, controls or notification of the government and/or any competent authority,
- d) events of war, war like conditions, blockades, embargoes, insurrection, governmental directions and intervention of defence authorities or any other agencies of government, riots, including but not limited to delay in obtaining approvals, statutory approvals, consent, sanctions, model code of conduct, floods, explosions, epidemics, accidents, acts of terrorism, strikes, lockouts, labour disturbances or other concerted acts of workmen, acts or inactions of government and/or shortages of materials, adverse market conditions,
- e) delay in receipt of Project Approvals, change in applicable Laws and/or government policy materially impacting the Project.

- 5.8. The Allottee shall, after Possession is made over to him, use and enjoy the said Apartment/Residential Apartment in a manner not inconsistent with the rights hereunder and without committing any breach, default or creating any hindrance to the rights of the other occupiers/Allottees of the Joyville Project.
- 5.9. The common areas and facilities as described in **Third Schedule** hereunder written shall be ready for use as soon as the same is completed by the Promoter and it may take some time even after the issuance of the Notice of Possession. The Allottee will have no objection for the Promoter to carry out work of the common areas and facilities and other unfinished apartments in Joyville Phase 1A as well as the entire Project after completion/taking over possession of the said Apartment/Residential Apartment.
- 5.10. The Allottee agrees that the Promoter will be entitled to carve out certain spaces in Joyville Phase 1A and allot them as private right/space to specific Apartments/Residential Apartments. The Allottee is deemed to have given consent under this Clause and the Allottee shall not at any time, even after the completion of the Joyville Phase 1A and formation of Association, claim any rights thereto or deprive such users/occupiers/Allottees of the Apartment/Residential Apartment. It is understood that such allotments are made to provide privacy to or for better utilization of the respective Apartment/Residential Apartments.
- 5.11. If within a period of 5 (five) years from the date of handing over the Apartment to the Allottee, the Allottee bring/s to the notice of the Promoter, any Structural Defect in the apartment or in the residential building in which such apartment is situated then, wherever possible such defects shall be rectified by the Promoter at its own costs and in case it is not possible to rectify such defects then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the extant laws. "Structural Defect" shall mean any defects/damages caused to the structural members of the towers/buildings, common amenities due to poor workmanship or poor quality of material used or due to provisioning of services in the towers/building by reason of which the Allottee is prevented from the use and enjoyment of the Apartment or the common areas. Provided however, it shall not include defects/damages caused due to any latent defects in the material supplied or due to any defects/damages caused by action of the Allottee of the apartments or due to the following events: -
- (i) Acts of God such as Floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements;
  - (ii) Acts of war, hostilities (whether war be declared or not), due to which the building is attacked;

(iii) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;

5.12. The Allottee upon expiry of the aforesaid 5 (five) years of the defects liability period, shall have no claim against the Promoter in respect of any defect in the said Apartment/Residential Apartment under any circumstances.

**6. Transfer to the Nominee**

6.1. Prior to the execution and registration of the Deed of Sub-Lease/ Assignment and/or Under Lease, as the case may be, (as mentioned herein) in favour of the Allottee in respect of the said Apartment/Residential Apartment, the Allottee shall not be entitled to transfer/nominate/assign his/her/its rights under this Agreement in favour of any third party except with the prior written consent of the Promoter. The Promoter may allow the Allottee to transfer nominate/assign his/her/its rights under this Agreement in respect of the said Apartment/Residential Apartment only if all the following conditions are complied with: -

- (a) There has been no default whatsoever by or on behalf of the Allottee in compliance with and/or performance of any of the covenants, undertakings and obligations more fully described hereunder as also in the **Fifth Schedule** hereunder written;
- (b) A period of 18 months should have been completed from the date of execution of this Agreement.
- (c) The Allottee shall make payment to the Promoter towards Transfer Charges/Nomination Fees to be calculated @1% of the Consideration Amount along with applicable taxes, of the Residential Apartment Cost as stipulated in Clause no. 2 and 3.
- (d) Prior consent in writing is obtained from the Promoter for the proposed transfer/nomination/assignment or alienation of the said Residential Apartment or any part thereof.
- (e) The Stamp Duty, Registration Fees and all other expenses payable for execution and registration of such Transfer and/or Deed of Assignment shall be borne and paid by the Allottee and/or his/her nominee subject however to the consent of the Promoter.

For the purposes of this clause the term "Family Member/s" includes husband, wife, minor son and unmarried daughter wholly dependent on a person.

6.2. The Promoter in its absolute discretion be entitled to refuse consent to nomination/transfer/disposal etc. of the said Apartment/Residential Apartment to any person not being the Family member of the Allottee if the Allottee intends to make such

nomination/transfer/disposal etc. within a period of 1 (one) year from the date of this Agreement and any nomination/transfer/disposal made in contravention/violation of such refusal to give consent shall be void ab initio.

- 6.3. In addition to the covenants and obligations hereinbefore contained, the Allottee shall also discharge certain additional obligations towards the Promoter and other Allottees of Joyville Phase 1A or the entire Project more fully described in the **Fifth Schedule** hereunder written.

## 7. Deed of Sub-Lease/Under-Lease/Assignment

7.1 The Promoter through their respective authorized signatory/Constituted Attorney will execute the Deed of Sub-Lease/ Deed of Under Lease/Deed of Assignment, as the case may be and/or other papers and documents for transfer of the said Apartment/Residential Apartment on Sub-Lease/Under-Lease for the unexpired residual term of 999 years which has commenced from 10<sup>th</sup> November, 2006 upon completion of the entire Project and only upon all of the following conditions and obligations having been satisfied by the Allottee :-

- (a) The consideration as and by way of Sub-Lease/Under-Lease and the Additional Costs and Charges as mentioned in Clause no. 3 respectively herein are paid in full by the Allottee
- (b) The Allottee is not in default in respect of any of his/her/their obligations;
- (c) The Allottee executes an Undertaking and Indemnity in favour of the Promoter in respect of the Allottee's obligations to pay the Additional/further Stamp Duty, additional Registration Fees, other levies, interest and penalty, if any, relating to execution and registration of the Deed of Sub-Lease and/or Under Lease.

7.2. The Deed of Sub Lease/Under-Lease/Assignment in respect of the said Apartment/Residential Apartment shall be prepared and finalized by the Promoter's Advocates and the Allottee agrees to execute such Deed of Sub-Lease/Deed of Under-Lease without asking for any modification thereto, unless agreed to by the Promoter or its Advocates.

7.3. In case of death of the Allottee prior to the execution and registration of the Deed of Sub-Lease/Under Lease in his/her favour, the legal representative(s) of the Allottee shall be entitled to obtain in his/her/their favour the Deed of Sub-Lease/Deed of Under Lease in respect of the said Residential Apartment subject to production of necessary documents of representation to title as may be required by the Promoter in this regard, including Probate, Letters of

Administration and Succession Certificate furnishing a Letter of Indemnity in favour of the Promoter in the form and manner satisfactory to the Promoter.

**8. Maintenance and Enjoyment:**

- 8.1. The said Project shall initially be managed and maintained by the Promoter or any Maintenance Agency appointed by the Promoter at its sole discretion (hereinafter referred to as “**the Maintenance Agency**”). The Allottee hereby agrees to pay the advance maintenance charges and the per month maintenance charges including any increment thereon as mentioned in Clause no. 3 hereto to the Promoter or the Maintenance Agency, at the direction of the Promoter.
- 8.2. The Promoters shall form an Association of the Apartment Owners /Allottees of residential flats in accordance with the applicable provisions of West Bengal Apartment Ownership Act 1972 as amended upto date pertaining to the Joyville Phase 1A , (hereinafter referred to as “**the Association**”). It is hereby made clear since the entire Joyville Project of the Promoter will be completed in phases there may be more than one Association and in case of more than one Association, an Apex Body will be formed by the Promoter and it will co-ordinate with the different Owners' Associations and/or will act as Apex Body of such Association; in no event, they will be liable to admit or accept and/or acknowledge any other Association nor any of the Sub-Lessee's/Under-Lessee's or Occupiers of the Residential Apartment in the Joyville Phase 1A (including the Allottee herein) shall be entitled to become a member of any other Association or subscribe to the membership of any other Association. The maintenance of the Joyville Phase 1A shall only be made over to the Association by the Promoter or the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the entire Project. If there is more than one Association, the Associations for different phases jointly will be liable and/or responsible for maintenance of the entire Project and severally shall be liable for maintenance of their respective individual Project within the entire Project.
- 8.3. The Maintenance charges shall become payable by the Allottee to the Promoter from the date of taking Possession of the said Residential Apartment or expiry of 30 (Thirty) days from the date of issue of Notice of Possession irrespective of where physical possession has been taken over or not by the Allottee.

- 8.4. The Allottee shall indemnify and keep the Promoter, its agents, representatives, estates and effects completely indemnified and harmless from and against all actions, claims, losses, damages, suits, proceedings, costs, charges and expenses which the Promoter may suffer or incur or be subjected to for non-payment, non-observance or non-performance of the said covenants and conditions to be observed and/or performed by the Allottee(s) as mentioned in this Agreement.
- 8.5. The Association shall be formed on such terms and conditions as laid down in The West Bengal Apartment Ownership Act, 1972 as amended upto date and as per the West Bengal Apartment Ownership Bye-Laws, 1974 made thereunder along with the other occupiers; and the Allottee along with other occupiers of the Residential Township shall become and remain a member of the Association and shall observe and perform the terms and conditions, bye-laws and the rules and regulations prescribed by the Association. The Association shall be formed for the purpose of attending to the various matters of common interest, including repairs, maintenance, white washing, painting etc. in respect of the Joyville Residential Township, Joyville First Phase 1A Project/the said the entire Project and to maintain the roads, compound walls and all other common areas. For this purpose, the Allottee will execute the Deed of Declaration as provided under the West Bengal Apartment Ownership Act, 1972 and the Rules thereto.
- 8.6. The Promoter, after formation of the Association, shall hand over the entire funds such as maintenance charges etc. already collected from the Occupiers and/or the Allottees of Joyville Phase 1A to the Managing Committee of the Association and shall also provide audited accounts for the same from the Promoter and/or the Promoter's auditor as upto that date. The Promoter and/or the Managing Committee of the Association and the Allottee shall be bound by the auditor's Statement of Accounts.
- 8.7. All papers and documents relating to the formation of the Association shall be prepared and finalized through the Advocates appointed by the Promoter and the Allottee hereby consents to accept and sign the same. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by the occupiers/Sub-Lessee/Under Lessees/Allottee of the Joyville Phase 1A (including the Allottee).
- 8.8. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event have an overriding effect.



- 8.9 The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, care taker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment, as subsisting with the maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.
- 8.10 Unless otherwise agreed to by the Promoter and the members of the Association to be formed or in the absence of any local law in this regard, the Promoter shall hand over the necessary documents and/or plans including the common areas to the Association of the Allottees or the competent authority as the case may be, within thirty days or within such extended time, as the Promoter and the members of the Association agree after the Association is formed and the office bearers of the Association are appointed provided however all the documents of title relating to the Joyville Phase 1A may be handed over by the Promoter to an apex body if formed by the Promoter which will co-ordinate with different Owners of the Association.

8.11 Transfer of Title

The Allottee hereby agree and irrevocably consent that the Promoter is to take steps and shall be required to register the Deed of Sub-Lease/Under-Lease/Deed of Assignment/Transfer, as the case may be, of all the Residential Apartments transferred/allotted pertaining to the Joyville Phase 1A within 3 (three) months from the date of occupation certificate for the said Tower/s is issued by KMDA.

Even if the Deed of Sub-Lease/Under-Lease/Deed of Assignment/Transfer of the said Specified Land and building thereon is executed in favour of the Allottee, the Promoter will not be bound to hand over possession of the said Residential Apartment to the Allottee/s or to the Association until all the amounts which are due and payable by the Allottee/s to the Promoter under this Agreement or otherwise are paid along with interest, and applicable taxes if any. The Promoter shall have lien on the said Apartment for unpaid price along with interest, if any, payable to them as also for any other amount payable by the Allottee/s to the Promoter. Till such amount with interest, and applicable taxes if any, is paid to the Promoter, the Allottee/s or the Association will not be entitled to possession of the said Residential Apartment and the possession of the Promoter shall continue till then.

The name of the project being implemented on the plot of land herein described as “**Joyville**” and the same shall not be changed by the Association/Apex Body. It is clarified that, the Promoter shall never be liable or required to pay any transfer fees and/or any amount, compensation whatsoever to the Association in respect of transfer of the unsold premises or re-transfer of any premises in the

event of cancellation of earlier allotment, even after the transfer deed with respect to the plot of Land and structures thereon.

9. **Continuing Rights of the Promoter:**

Subject to the applicable provisions of WBHIRA and/or RERA the Promoter shall have the exclusive right and be entitled at all times to erect, install, display and maintain and/or permit, grant rights to third parties against payment of consideration/charges to the Promoter to erect install display and maintain hoardings, display signs, neon signs, lighted display etc, on the roof of the building/towers in the entire Joyville Project and/or Joyville Phase 1A and /or other areas of the entire Joyville Project and/or Joyville Phase 1A without being required to pay any charges for the same to the Allottee/Occupiers of the Residential Apartment in the Residential Township and/or the Association and neither the Allottee/occupiers of the Residential Apartments in the Residential Township (including the Allottee herein) nor the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever or claim any charges or other amount. Any revenue that may be earned, whether one-time or recurring, from such hoarding, display signs, neon signs, lighted displays etc., shall accrue to the Promoter exclusively. The Allottee is deemed to have given the Allottee's consent to the Promoter in this regard and no further reference is required.

10. **Representations and Warranties of the Promoter:**

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

- (i) The Promoter has clear and marketable leasehold right with respect to the Project land and also have marketable title with respect to the project with regard to the Apartment(s) constructed and/or to be constructed thereon or on part thereof. JSHPL jointly with KWICPL shall have the requisite right to carry out the development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of Joyville Phase 1A and shall obtain requisite approvals from time to time to complete the development of Joyville Phase 1A subject to the residual right of the Lessor and also subject to the right of HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED (HDFC), as the Mortgagee.
- (iii) There are no litigations pending before any Court of law with respect to the Project land or Joyville Phase 1A except those disclosed in the title report;

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JSHPL

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KWICPL

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Allottee (s)

- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Joyville Phase 1A or the entire Project, the said building/apartment to be constructed to be on the Project land are valid and subsisting and have been obtained by the following due process of law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to Joyville Phase 1A or the entire Project, project land and the said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to Joyville Phase 1A or the entire Project, Project land, Building and common areas;
- (v) 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;
- (vi) The Promoter has not entered into any Agreement for Allotment and/or any other Agreement with any person or party with respect to the Apartment affecting the rights of the Allottee under this Agreement save and except disclosed herein;
- (vii) The Promoter confirms that it is not restricted in any manner whatsoever for granting sub-lease and/or under-lease of the said Apartment to the Allottee in the manner contemplated in this Agreement.
- (viii) The Promoter agrees and undertakes to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the said Joyville Phase 1A to the competent authorities.
- (ix) 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 Joyville Phase 1A and/or plot of land and/or the said Apartment) has been received or served upon the Promoter in respect of Joyville Phase 1A and/or Project land except those disclosed in the title report.

**11 The Covenants of the Promoter:**

The Promoter covenants with the Allottee as follows: -

- 11.1. KWICPL holds leasehold right, title and interest in respect of the Demised Land (including the said Project Land) under the Head Lease and that its title thereto, is good marketable and subsisting. JSHPL holds the sub-lease right, title and interest in respect of the said Property under the Agreement to Sub-Lease modified by the Declaration and that its title thereto, is good marketable and subsisting.
- 11.2. The Promoter agrees to do and execute or cause to be executed all acts, deeds and things as may be required by the Allottee for more fully and perfectly assuring the title of the Allottee to the said Residential Apartment.
- 11.3. The Promoter will pay all taxes, rates and cesses, maintenance charges and other outgoings in respect of the said Apartment upto the date of issue of the Notice of Possession.
- 11.4. The Promoter may develop Joyville Phase 1A or the entire Project with the loan assistance of a third party to whom it may mortgage the said Property or any part thereof towards security for loans and hence the rights created herein will be subject to the prior mortgage/charge of such third party, which shall be discharged only after the dues of such party is cleared and written permission of such party to this effect is obtained, provided however on or before handing over possession of the said Residential Apartment, the Promoter will ensure that the said Residential Apartment is free from all encumbrances, save and except those created or agreed to be created by the Allottee for payment of the Consideration. Until then, the Promoter will be entitled to continue or create any encumbrances on the said Property or any part thereof, for obtaining finance for development and/or construction of the Township including Joyville Phase 1A.
- 11.5. The Promoter shall have the right to enter into this Agreement with the Allottee under the Agreement for Sub-Lease and the Declaration recited above which the Promoter hereby confirms.
- 11.6. (i) The Consideration Amount is escalation free, save and except escalation/increase due to increase on account of development charges plus GST payable thereon or on part thereof payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government of West Bengal and/or Central Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs or levies with applicable taxes imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule or regulation published/issued in that behalf to that effect along with

Demand Letter being issued to the Allottee, which shall only be applicable on subsequent payments.

(ii) The Promoter may allow in their sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payment in the manner and at such rate as may be decided by the Promoter. The decision of the Promoter in this regard shall be final and binding. 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.

(iii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and Occupancy Certificate is granted by the competent authority, by furnishing details of the changes in the carpet area, subject to a variation cap of three percent. The total Consideration Amount 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 the Promoter shall refund the excess money paid by the Allottee within forty-five (45) 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 carpet area allotted to the Allottee, the Promoter shall demand additional amount 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 foot as agreed in the preceding clause.

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

(v) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and provisions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter, and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority, Occupancy and/or Completion Certificates in respect of the Apartment.

11.7. The Promoter shall maintain a separate account in respect of sums received by JSHPL from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

11.8. Notwithstanding anything to the contrary herein contained, this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be transferred by way of sub-lease/under-lease to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter, until the said structure of the building is transferred to the Association/Limited Company or other body and until the Project land is transferred to the Apex Body as hereinbefore mentioned.

11.9(a) The Allottee is aware that the Promoter has already created registered mortgage over and in respect of the land and/or building comprised in Joyville Project morefully described in Part-I of the First Schedule hereunder written including the land and/or the building comprised in Joyville Phase1A in favour of Housing Development Finance Corporation Limited (HDFC) in order to secure the due repayment and/or redemption of the principal amount of Term Loan together with interest and other amount payable thereon availed by the Promoter from HDFC for the purpose of construction.

(b) The Allottee hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Allottee that: -

(i) The Promoter may have an arrangement with certain Banks, Financial Institutions, Housing Finance Companies, NBFCs, Fund Houses etc. (hereinafter collectively referred to as "**the said Banks**"), under which the said Banks would grant a line of credit to the Promoter to facilitate development of the Project/Layout undertaken and carried on by it/them. As security for repayment of loans which may be advanced to the Promoter by the said Banks and may create or cause to be created mortgages/charges on the Specified Land, Larger Property and/or construction thereon both present and future, in favour of the said Banks, and the securities created in favour of the said Banks may be substituted from time to time. The Promoter is entitled to raise finance by securitization of its receivables for the flats allocated to it and the Allottee has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same;

(ii) The title deeds relating to the Specified Land described in the Schedule hereunder written may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to the said Promoter under the said line of credit arrangement; and

(iii) The Promoter has prior to the execution hereof, caused the said Banks to release the said Residential Apartment from the aforesaid security if any, created in their favour, if any

- (iv) The Promoter specifically reserves its right to offer the said Specified Land along with the construction thereon or any part thereof (save and except the said Residential Flat), as security (including by way of a mortgage or charge) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter , and the Allottee/s has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same.
- (v) The Allottee/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard, and within **7 (seven)** days of receiving the Promoter' written intimation in this regard, sign, execute and give to the Promoter, in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoter offering and giving the said Specified Land and/or the said Tower and/or the other buildings and structures proposed to be constructed on the said Specified Land by the Promoter or any part thereof (save and except the said Residential Flat), as security in the manner as mentioned hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Allottee/s shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Allottee/s herein, the Promoter have entered into this Agreement.

**12 The Covenants of the Allottee:**

12.1. The Allottee has already examined and fully satisfied himself as to the following: -

- (i) The right, title and/or interest of the Promoter in respect of the Project Land and also the said Residential Apartment.
- (ii) The terms and conditions contained in this Agreement;
- (iii) The Sanctioned Building Plan vide Letter numbered 2/6/KMDA/SPU/L-29/06, dated 24/09/2015, layout plans along with the specifications, approved by the concerned authority;
- (iv) The carpet area comprised in the said Apartment and the necessary documents and plans, including that of common areas and facilities;

And thus, the Allottee has agreed not to raise henceforth any objection or make any kind of requisition whatsoever or howsoever regarding the above.

- 12.2. The Allottee shall not be entitled to claim transfer/Deed of Sub-Lease of the said Residential Apartment until the Allottee fulfills and performs all its obligations and completes all payments under this Agreement.
- 12.3. It is specifically agreed between the Parties hereto that, prior to execution and registration of the Deed of Sub-Lease/Under-Lease of the said Residential Apartment as stipulated in this Agreement, the Allottee shall not encumber the said Residential Apartment in any manner except for raising the housing loan from any reputed Financial Institution or Scheduled Bank etc. towards payment of the installment under this Agreement and only after obtaining written consent/acknowledgement of the Promoter.
- 12.4. The Allottee shall not have any charge/lien in respect of the said Residential Apartment till physical possession is made over to him/it/them after payment of all amounts due and payable by him/it/them in terms of this Agreement and the Allottee agrees that the Promoter shall have first and/or prior charge and/or lien over the said Residential Apartment for all amounts due and payable by the Allottee to the Promoter. However, if the said Residential Apartment is acquired and/or taken on Sub-Lease/Under-Lease with assistance of a Bank/Financial Institution(s), then such charge/lien of the Promoter shall stand extinguished on the Financial Institution/Bank clearing all dues to the Promoter.
- 12.5. The Allottee shall not seek partition or division or separate possession in respect of the said Residential Apartment and/or the common areas and facilities. None of the Allottee/occupiers of the Residential Apartment in the Joyville Phase 1A shall make any obstruction or store or keep any article in the common areas and facilities.
- 12.6. The Allottee shall not do or suffer to be done anything in or to the said Residential Apartment which may adversely affect the said Residential Apartment and/or the Towers/Buildings in the entire Project.
- 12.7. The Allottee shall not enclose the terrace/balconies/utility areas under any circumstances.



- 12.8. If any development and/or betterment charges or other levies are charged or sought to be recovered by any statutory authority in respect of the said Residential Apartment, the same shall be proportionately borne and paid by the Allottee.
- 12.9. If the Allottee is not a resident of India, then it shall be his/her sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority from time to time, including those pertaining to the remittance of payment for acquisition of immovable properties in India. The Allottee shall also furnish the required Declaration/Documents to the Promoter in the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees.
- 12.10. Every Allottee, who has entered into this Agreement for the Apartment shall be responsible to make necessary payments in the manner and within the time as specified in this Agreement and shall pay at the proper time and place, the registration charges, the share of the municipal taxes, share of water and electricity charges, maintenance charges, ground rent and other lawful charges, if any.
- 12.11. The Allottee shall also be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid as above.
- 12.12. The Allottee shall maintain the Apartment at the Allottee's own costs in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- 12.13. The Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment

on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- 12.14 The Allottee shall carry out at his/her/their own costs all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof, to the concerned local authority and/or other public authority.
- 12.15. Not to demolish or cause to be demolished the Apartment or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and /or the Society or the Limited Company.
- 12.16. The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 12.17. The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project land and the building in which the Apartment is situated.
- 12.18. The Allottee shall pay the Promoter within fifteen (15) days of demand by the Promoter, its share of Security Deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- 12.19. The Allottee shall bear and pay the proportionate Common Expenses more particularly mentioned in the **Fifth Schedule** hereunder written. In addition, the Allottee shall bear and pay

increase in local taxes, water charges, Insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

- 12.20. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this agreement are fully paid up.
- 12.21. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment and the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 12.22. Till Joyville Phase 1A is completed, the Allottee shall permit the Promoter and its Surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project land or any part thereof to view and examine the state and condition thereof.
- 12.23 Every Allottee of the Apartment, shall participate towards the formation of an Association or Co-operative Society or as the case may be.
- 12.24. Every Allottee shall participate towards execution and registration of the Deed of Sub-Lease/Under-Lease/Assignment, as the case may be and shall bear and pay all expenses relating to Stamp Duty, Registration Fees and other incidental expenses relating to the execution and registration of the said Deed of Lease/Sub-Lease/Deed of Assignment in his/her/its/their favour.

13.

**(1) TERMINATION AND CONSEQUENCES:****(a) Termination by Allottee :**

If the Allottee /s desire/s to terminate this Agreement for no cause, the Allottee /s shall notify the Promoter about the intent to terminate in writing with acknowledgement and this Agreement shall stand terminated forthwith without any necessity of execution of any further documents. On such notification by the Allottee /s regarding termination, the Promoter will take possession of the said residential Flat from the Allottee and thereupon the Promoter shall be at liberty to transfer the said Residential Flat to any third party, without any further consent of the Allottee /s. In the event of termination by the Allottee of this Agreement without any default of the Promoter, the amount received by the Promoter as part of the Consideration amount from the Allottee shall be refunded to the Allottee within one month from the date of termination of this Agreement coming into effect subject however to the deduction of 10% of the Consideration amount along with applicable statutory charges/Taxes including GST paid and/or payable thereon for the said Flat. Upon such repayment, the Promoter shall be free to deal with the said Flat with any Third Party and the Allottee shall have no claim thereupon or on part thereof.

**(b) Termination by Allottee /s On Delay of Possession: -**

Subject to what is stated herein this Agreement, the Allottee /s shall be entitled to terminate this Agreement if the possession of the Residential Flat is delayed by the Promoter beyond the Possession Date by giving a termination notice of 15 days. The Promoter shall in such an event be liable to refund within 1 (one) month the entire Consideration along with Interest on the amounts received from the date such amounts were received from the Allottee /s. Provided however the Allottee /s shall on receipt of the refund, execute such documents and writings as may be required by the Promoter to provide valid discharges to the Promoter.

**(c) Termination by Promoter:**

- (i) In the event of the Allottee /s committing a breach of any of the terms and conditions of this Agreement and pursuant to a written notice from the Promoter for rectification/remedy of the default, fail(s) to rectify such breach within a period of 15 (Fifteen) days to the satisfaction of the Promoter, the Promoter shall be at liberty to terminate this Agreement by giving termination notice in which event, the consequences set out below shall follow. The Allottee /s shall cease to have any right or interest in the said Residential Flat and every part thereof and will cease to have benefits of this Agreement;

- (ii) the Promoter shall be entitled to allot/transfer the said Residential Flat at such consideration and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- (iii) The Promoter shall within one month of the termination coming into effect, refund without interest to the Allottee /s herein the amount paid by the Allottee /s to the Promoter in pursuance of this Agreement after deducting therefrom the following:
  - a. 10% (ten percent) of the Consideration (paid/payable) of the said Residential Flat with applicable Taxes (which is to stand forfeited by the Promoter);
  - b. subvention cost (if the Allottee (s) has opted for subvention plan) which the Promoter shall incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank;

Provided however the taxes and outgoings, including GST, if any, already paid (including on the forfeited amount) or due and payable by the Allottee /s in respect of the said Residential Flat up to the date of termination of this Agreement shall be borne by the Allottee /s and the Promoter shall not be liable to refund/reimburse the same.

- (iv) The amounts calculated by the Promoter after deducting the amounts mentioned hereinabove shall be accepted by the Allottee /s in full satisfaction of all his/her/its/their claims under this Agreement.
- (v) The Allottee /s hereby agree/s and undertake/s to execute a Deed, Document or writing including the Cancellation Deed and to register it at his/her/its/their cost to record cancellation of this Agreement, before the Sub- Registrar of Assurances. If the Agreement is cancelled by the Promoter as mentioned herein and the balance amount, if any, payable by the Promoter, shall be paid to the Allottee /s only upon the cancellation of this Agreement and/or receipt of the registered Cancellation Deed, Documents, and writings as may be required by the Promoter. All stamp duty and registration fee on such Cancellation Deed ("**Cancellation Charges**") shall be borne and paid by the Allottee /s.
- (vi) In the event of non-cooperation by the Allottee /s in cancellation of this Agreement as aforesaid, the Promoter shall be entitled to file and register a Declaration with respect to termination and cancellation of this Agreement, before the Sub- Registrar of Assurances.

If the Allottee /s has/have taken any financial facility from any financial institution or bank, then in that event the Allottee /s agree/s that based on the terms of such loan, the balance amount

referred to in (c)(ii) less the deductions made in (c)(iii) above would be paid over to the financial institution or bank and the Promoter will be entitled to take No Objection, and release of charge on the said Residential Flat, from such financial institution or bank directly to that effect without approaching the Allottee /s. Banks to take cognizance of this clause while issuing housing loan to the Allottee /s.

(2) Compliance of laws relating to remittances

- (a) The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- (b) The Promoter accepts no responsibility in regard to matters specified as hereinabove in sub-clause (a) above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.
- (C) The Allottee/s may obtain finance from any Lender but the Allottee's obligation to pay the consideration for the said Apartment pursuant to this Agreement shall not be contingent on ability of the Allottee/s or competency to obtain such financing and the Allottee/s shall remain bound by this Agreement whether or not he/she /it /they has/have been able to obtain financing for the

procuring the said Residential Flat. However, the Allottee/s shall before creating any charge on the said Apartment obtain prior approval of the Promoter if the entire Consideration and other payment payable hereunder to the Promoter has not been fully paid by the Allottee.

14. **Promoter shall not mortgage or create a charge:**

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

15 **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 **Fourth Schedule** hereunder written and secondly, appears for registration of the same before the concerned Sub-Registrar and/or Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within thirty (30) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar or Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within fifteen days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

16. **Miscellaneous:**

**Entire Agreement:**

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

**Interest**

Interest shall mean the highest Marginal Cost of Lending Rate (hereinafter referred to as "MCLR") of State Bank of India (hereinafter referred to as "SBI") plus two percent and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI

from time to time for lending to the general public plus two percent. All interest payable by either the Promoter or the Allottee shall be paid under this agreement as per the definition provided in this clause.

- 16.1. This Agreement records the final terms and conditions agreed between the Parties and all previous oral or written assurances, representations, brochures, general terms and conditions, advertisements, correspondence and/or negotiations, if any, are and shall always be deemed to be superseded by this Agreement and the same shall be invalid and not binding and the same cannot be relied upon in any manner whatsoever.
- 16.2. The Parties hereto have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Promoter and/or the Allottee or be construed as a Joint Venture between the Promoter and the Allottee or constitute an association of persons. The transaction contemplated herein is for the transfer/long term Sub-Lease of the said Residential Apartment. It is further hereby expressly intended and agreed by and between the Parties that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the Parties that in the event, the Promoter being liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, GST or any other statutory tax or duty or levy in respect of this Agreement or the transaction contemplated hereby, the Allottee shall be liable and agrees to make payment of the same on or before taking possession of the said Residential Apartment.

For the purpose of this Agreement it is agreed that Consideration and other charges specified in this agreement is based upon taxes, duties, levies and charges prevailing at the date at the time of signing of this Agreement. If any rates or taxes are increase or decrease or new tax is introduced, an existing tax is abolished or any change in interpretation or application of any tax occurs in the course of continuation of this Agreement which was or will be assessed on the Promoter in connection with this Agreement, an equitable adjustment of the Consideration and other changes shall be made to fully take into account any such change by addition to the Consideration and other changes or deduction therefrom as the case may be.

- 16.3. The Allottee shall have no connection whatsoever with the other Sub-Lesses/Occupiers of the Residential Apartments in Joyville Phase 1A and there shall be no privity of contract or any Agreement or arrangement as amongst the Allottee and the other Sub-Lesseees/occupiers of the various other Residential Apartments in Joyville Phase 1A or the entire Project (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's



obligations irrespective of non-compliance by the other Sub-Lessees/occupiers of the Residential Apartments in Joyville Phase 1A or the entire Project.

**16.4. VARIATION IN SIZE OF THE SAID RESIDENTIAL FLAT:**

- (a) The Allottee/s agree/s that the calculation of Carpet Area in respect of said Apartment is based upon the plans approved by the concerned authority and the same may undergo minor variation at the time of completion of construction of the said Residential Flat. The Promoter agrees that the variation in the Carpet Area while handing over the said Apartment to the Allottee/s shall not be more than **+/- 3% (three percent)** of the Carpet Area of the said Apartment agreed under this Agreement. Notwithstanding anything contained herein, the Allottee/s hereby agree/s that any such change / revision in the Carpet Area of the said Apartment up to **+/- 3% (three percent)** is acceptable and binding upon him/her/them and they shall not object to such variation at any time. The total price payable for the Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit then the Promoter shall refund the excess money paid by the Allottee/s within forty-five days with annual Interest from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the Carpet Area of the Apartment allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next Milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Clause Nos. 2 and 3** of this Agreement.
- (b) The Promoter may make such variations or modifications in the Plans/Designs/Specifications, as may be required during the construction and or as required by any statutory authority or such change otherwise deemed necessary by the Promoter in view of the site requirement, without however substantially altering the dimensions location, area, amenities, fixtures and fittings of the said Residential Flat.

- 16.5. The entire Project is called "Joyville" covering the entire plot of land more fully described in **Part-I of the First Schedule** hereunder written and the First Phase of the entire Project which is deemed to have considered as a separate independent project be called as "Joyville Phase 1A " comprised of «No\_of\_Tower» Towers/multi-storied building being numbered «Phase» together with land appurtenant thereto more fully described in **Part-II of the First Schedule** hereunder written and the same shall not be changed, altered and/or modified in any circumstances..

- 16.6 The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the Parties with regard to the enforcement of any of the terms of this Agreement, the same shall not be construed as a waiver on the part of the Party showing such indulgence or tolerance and the Parties shall be entitled to enforce such right without prejudice to such indulgence or tolerance shown.
- 16.7 In the event of the Promoter and/or the Allottee committing breach, the aggrieved Party shall be entitled to enforce specific performance of this Agreement and also to recover all costs, expenses and losses incurred by the aggrieved party, as a consequence of such breach from the Party committing breach.
- 16.8. In the event any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend the provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties, it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.
- 16.9. In this Agreement, the reference to any party in singular shall include plural as the case may be and vice-versa.
- 16.10. The original of this Agreement shall be kept with the Allottee and a certified to be true copy thereof, shall be kept with the Promoter and all the expenses relating thereto shall be borne and paid by the Allottee.
17. **Right to Amend:**  
This Agreement can only be amended through written consent of the Parties and in case of any amendment, a Supplemental Agreement is to be entered into between the company and the Allottee and the same shall be registered if required, and all expenses relating to execution and registration of this Agreement shall be borne and paid by the Allottee.
18. **Provisions of this Agreement applicable to the Allottee/the 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 Apartment, in case of a transfer, as the said obligation go along with the Apartment for all intents and purposes.

19. **Severability:**

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

20. **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 Allottee(s) in the Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

21. **Further Assurances:**

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

22. **Place of Execution:**

The execution of this Agreement shall be complete only upon its execution by the Parties hereto or through its authorized signatory at the Site Office of the Promoter or at such other place as may be determined by the Promoter from time to time and after the Agreement is duly executed by the Allottee and the Promoter.

23. **Notices, Correspondence and Communication.**

- 23.1. Any Notice shall be sufficiently given if it is in writing and sent by registered post/courier addressed to the respective address mentioned herein above or such other address as may be subsequently notified by the Promoter and/or the Allottee in writing. Every such Notice shall be deemed to have been given or made on the day on which such Notice ought to have been delivered in due course of postal or telegraphic communication. In proving the service of any such Notice it shall be sufficient to prove that it was duly addressed and posted or transmitted as aforesaid.

- 23.2. It shall be the duty of the Allottee to inform the Promoter by letter through Registered Post with A/D about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by him/her at the time when those should ordinarily reach such address. The Allottee shall be responsible for any default in payment and/or other consequences that might accrue therefrom.
24. **Governing Law:**  
This Agreement shall be governed under the West Bengal Housing Industry Regulation Act, 2017 and the Rules and Regulations made thereunder and/or other applicable Laws for the time being in force.
25. **Dispute Resolution:**
- 25.1. Housing Industry Regulatory Authority established by the Government of West Bengal and/or the Housing Industry Appellate Tribunal formed and/or established in accordance with the provisions of WBHIRA and/or the Real Estate Regulation Authority and/or the Real Estate Appellate Tribunal established in accordance with the provisions of RERA shall have the authority to determine certain matters and/or disputes more particularly mentioned in the said Act.
- 25.2. Except as otherwise provided in RERA and/or WBHIRA and/or this Agreement, any dispute or differences between the parties hereto arising out of and/or relating to and/or connected with the residential apartment and/or this Agreement or any terms and conditions herein contained and/or relating to interpretation thereof, shall be referred to and finally resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended upto date and the rules made thereunder. The place of arbitration shall be Kolkata/Howrah, India. Arbitration shall be by a Tribunal consisting of Three (3) Arbitrators, each party shall appoint one Arbitrator and two appointed Arbitrators shall appoint the third Arbitrator who shall act as Presiding Arbitrator. No Arbitrator shall be a present or former employee or agent of or consultant or counsel to any party or any affiliate or any party or any way related or closely connected with the Company, Confirming Party and/or the Allottee. The language of the arbitration shall be English. Any decision or award of the Arbitral Tribunal appointed pursuant to this Clause shall be final and binding upon the Parties.
- 25.3. The Parties agree that the Arbitrators appointed under Clause no. 25 shall have summary powers and may make interim orders and awards and/or be bound by the same.
- 25.4. The parties hereto shall not commence legal proceedings or have any receiver appointed over the said Residential Apartment and/or the said Property and/or the Joyville Residential Township and/or the said Project without first referring the matter to Arbitration.

26. **Jurisdiction of Courts:**

Courts at Kolkata and/or Howrah shall have exclusive jurisdiction in respect of all matters arising out of this Agreement to the exclusion of all other Courts.

**THE FIRST SCHEDULE ABOVE REFERRED TO****PART-I****The entire Joyville Project Land**

**ALL THAT** the leasehold land measuring in aggregate 30.385 Acres, be the same a little more or less, situated and/or located near "Salap More" in the District of Howrah, in the State of West Bengal, comprised in various Plot Numbers in different Mouzas as hereinafter mentioned and delineated in red in the map or plan annexed hereto.

<b>Sl. No.</b>	<b>Part of R.S. Plot No.</b>	<b>Area (Acre)</b>	<b>Mouza</b>	<b>J.L.No.</b>	<b>P.S.</b>	<b>Specific portion</b>
1	2071 (P)	0.020	Pakuria	54	Domjur	Eastern
2	2072 (P)	0.080	Pakuria	54	Domjur	Eastern
3	2073 (P)	0.650	Pakuria	54	Domjur	North East
4	2074 (P)	0.005	Pakuria	54	Domjur	North East Corner
5	2075 (P)	0.040	Pakuria	54	Domjur	Ex. South West Corner
6	2076	0.030	Pakuria	54	Domjur	Entire
7	2077	0.600	Pakuria	54	Domjur	Entire
8	2078	0.520	Pakuria	54	Domjur	Entire
9	2079	0.220	Pakuria	54	Domjur	Entire
10	2080	0.140	Pakuria	54	Domjur	Entire
11	2081	0.240	Pakuria	54	Domjur	Entire
12	2082	0.130	Pakuria	54	Domjur	Entire
13	2083	0.100	Pakuria	54	Domjur	Entire
14	2084	0.130	Pakuria	54	Domjur	Entire
15	2085 (P)	0.280	Pakuria	54	Domjur	Southern
16	2086 (P)	0.135	Pakuria	54	Domjur	Southern
17	2087 (P)	0.040	Pakuria	54	Domjur	Eastern
18	2088 (P)	0.025	Pakuria	54	Domjur	Eastern
19	2098 (P)	0.005	Pakuria	54	Domjur	

20	2099 (P)	0.115	Pakuria	54	Domjur	Ex. North West Corner
21	2100 (P)	0.045	Pakuria	54	Domjur	South East Corner
22	2145	0.130	Pakuria	54	Domjur	Entire
23	2186 (P)	0.080	Pakuria	54	Domjur	South East Corner
24	2221 (P)	0.010	Pakuria	54	Domjur	South East Corner
25	2223 (P)	0.250	Pakuria	54	Domjur	Southern
26	2224 (P)	0.350	Pakuria	54	Domjur	Ex. South West Corner
27	2225	0.340	Pakuria	54	Domjur	Entire
28	2226	0.170	Pakuria	54	Domjur	Entire
29	2227	0.570	Pakuria	54	Domjur	Entire
30	2228	0.610	Pakuria	54	Domjur	Entire
31	2229	0.400	Pakuria	54	Domjur	Entire
32	2230	0.280	Pakuria	54	Domjur	Entire
33	2231	0.210	Pakuria	54	Domjur	Entire
34	2232	0.730	Pakuria	54	Domjur	Entire
35	2233	0.230	Pakuria	54	Domjur	Entire
36	2234	0.090	Pakuria	54	Domjur	Entire
37	2235	0.070	Pakuria	54	Domjur	Entire
38	2236	0.080	Pakuria	54	Domjur	Entire
39	2237	0.200	Pakuria	54	Domjur	Entire
40	2238	0.090	Pakuria	54	Domjur	Entire
41	2239	0.060	Pakuria	54	Domjur	Entire
42	2240	0.080	Pakuria	54	Domjur	Entire
43	2241	0.260	Pakuria	54	Domjur	Entire
44	2242 (P)	0.005	Pakuria	54	Domjur	South East Corner
45	2243 (P)	1.220	Pakuria	54	Domjur	Southern
46	2245 (P)	0.060	Pakuria	54	Domjur	South East Corner
47	2246	0.180	Pakuria	54	Domjur	Entire
48	2247	0.150	Pakuria	54	Domjur	Entire
49	2248	0.060	Pakuria	54	Domjur	Entire
50	2249 (P)	0.040	Pakuria	54	Domjur	Southern
51	2250	0.170	Pakuria	54	Domjur	Entire
52	2259 (P)	0.020	Pakuria	54	Domjur	South East Corner
53	2261 (P)	0.280	Pakuria	54	Domjur	Southern
54	2262	0.580	Pakuria	54	Domjur	Entire

55	2263	0.100	Pakuria	54	Domjur	Entire
56	2264	0.670	Pakuria	54	Domjur	Entire
57	2265	0.110	Pakuria	54	Domjur	Entire
58	2266	0.120	Pakuria	54	Domjur	Entire
59	2267	0.130	Pakuria	54	Domjur	Entire
60	2268	1.310	Pakuria	54	Domjur	Entire
61	2269	0.650	Pakuria	54	Domjur	Entire
62	2270	0.070	Pakuria	54	Domjur	Entire
63	2271	0.040	Pakuria	54	Domjur	Entire
64	2272	0.030	Pakuria	54	Domjur	Entire
65	2273	0.090	Pakuria	54	Domjur	Entire
66	2274	0.090	Pakuria	54	Domjur	Entire
67	2275	0.050	Pakuria	54	Domjur	Entire
68	2276	0.070	Pakuria	54	Domjur	Entire
69	2277	0.030	Pakuria	54	Domjur	Entire
70	2278	0.120	Pakuria	54	Domjur	Entire
71	2279	0.210	Pakuria	54	Domjur	Entire
72	2280	0.100	Pakuria	54	Domjur	Entire
73	2281	0.940	Pakuria	54	Domjur	Entire
74	2282	0.480	Pakuria	54	Domjur	Entire
75	2283	1.530	Pakuria	54	Domjur	Entire
76	2284	1.420	Pakuria	54	Domjur	Entire
77	2285	0.610	Pakuria	54	Domjur	Entire
78	2286	0.440	Pakuria	54	Domjur	Entire
79	2287	0.430	Pakuria	54	Domjur	Entire
80	2288	1.200	Pakuria	54	Domjur	Entire
81	2293 (P)	0.005	Pakuria	54	Domjur	South East Corner
82	912 (P)	0.005	Khalia	6	Bally	South West Corner
83	913 (P)	0.275	Khalia	6	Bally	Western
84	914 (P)	0.005	Khalia	6	Bally	South West Corner
85	915	0.200	Khalia	6	Bally	Entire
86	916	0.190	Khalia	6	Bally	Entire
87	917 (P)	0.310	Khalia	6	Bally	Ex North East Corner
88	918	0.660	Khalia	6	Bally	Entire
89	919	0.300	Khalia	6	Bally	Entire

90	920	0.145	Khalia	6	Bally	Entire
91	1085	0.040	Khalia	6	Bally	South West Corner
92	2	0.650	Baltikuri	1	Jagacha	Entire
93	4	0.660	Baltikuri	1	Jagacha	Entire
94	9	0.360	Baltikuri	1	Jagacha	
95	10	0.210	Baltikuri	1	Jagacha	
96	11	0.510	Baltikuri	1	Jagacha	Entire
97	12	0.040	Baltikuri	1	Jagacha	Entire
98	13	0.260	Baltikuri	1	Jagacha	Entire
99	14	0.290	Baltikuri	1	Jagacha	Entire
100	15	0.440	Baltikuri	1	Jagacha	Entire
101	16	0.600	Baltikuri	1	Jagacha	
102	17	0.030	Baltikuri	1	Jagacha	
103	18	0.170	Baltikuri	1	Jagacha	Entire
104	19	0.130	Baltikuri	1	Jagacha	Entire
105	20	0.150	Baltikuri	1	Jagacha	Entire
106	21	0.080	Baltikuri	1	Jagacha	Entire
107	22	0.145	Baltikuri	1	Jagacha	
108	25	0.030	Baltikuri	1	Jagacha	
109	26	0.090	Baltikuri	1	Jagacha	
110	1582	0.760	Baltikuri	1	Jagacha	Entire
Grand Total Area		30.385				

**PART-II**

**[Description of Immovable Properties comprised in Joyville Phase 1A]**

ALL THAT the leasehold plot of land containing an area of 30.385 Acres together with «No\_of\_Tower» Towers and/or multi-storied Buildings being numbered «Phase» constructed, erected and/or installed thereon being part of Joyville Phase 1A having total constructed area measuring about «Tower\_Area\_sq\_m» SQMTR. be the same a little more or less, proportionate share of common parts and common areas comprised of Joyville Phase 1A and also being part of the entire Joyville Project land more fully described in **Part-I of the First Schedule** hereinabove mentioned.



**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Description of the said Residential Apartment and Parking Space**

1. **ALL THAT** the Apartment No. «Flat» on the «Floor\_No» Floor, in Tower No. «Tower», in Phase 1A, in of “Joyville Project ” by admeasuring Carpet Area of «Area\_of\_flat\_sq\_m» Square meter and balcony area of «Area\_of\_balcony\_sq\_m» equivalent to «CA\_of\_flat\_sq\_ft» Square Feet, be the same a little more or less, consisting of «No\_of\_bedrooms», 1 living/dining room, 1 kitchen, «No\_of\_toilet» toilet(s) and 1 balcony in Joyville Phase 1A along with proportionate share of common parts and common areas comprised in Joyville Phase 1A where the said Residential Apartment is situated together with undivided proportionate and impartible share in the land attributable to the said Residential Apartment comprised in, Towers «Phase» being part of Joyville Phase 1A within Joyville Entire Project situated near “Salap More” at Mouza Pakuria, Khalia, Baltikuri, in the District of Howrah, in the State of West Bengal.
2. The exclusive right to use all the Four wheeler «Typeof\_CP» parking space on the ground level within JoyvillePhase 1A

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**PART-I**

**[Description of Common Areas and parts of each Tower and/or each Building  
comprised in Joyville Phase 1A]**

1. Entrance lobbies, In-stilt parking area and common circulation spaces.
2. Staircases, landings, common lobbies etc. of all floors.
3. Lift and lift accessories, lift/lift shaft/ machine room installations with accessories, Lift lobbies etc.
4. The ultimate roof of the particular Building also described as terrace earmarked for common purposes.
5. Space required for common utilities like electrical room, meter room, Fire panel room, ground floor toilet etc.
6. Electrical risers, fitting, fixtures, lights, switches etc for the common areas of the buildings.
7. Letter Boxes.
8. Common area doors, windows and shutters, Duct doors, common terrace frames and shutters, stair & common area railings, trellis etc.,
9. Rising mains of electricity cables from electrical Meter Boards.
10. Plumbing pipes and valves, fittings etc. for water distribution system.

11. Sewerage, sullage and storm water drainage pipe works, pits, manholes etc
12. Overhead Water Tank and overflow float valve.
13. Voice/Data cables risers and distribution network inside the building common area.
14. Cable TV risers and distribution network in the building common area.
15. All installations as per recommendations of West Bengal Fire and Emergency Services like the wet riser with all accessories like valves, hose drums, hose reels, branch pipe with nozzle, break glass call point, fire extinguishers, talk back system, fire panel, smoke detector etc.
17. Diesel generator for emergency back-up.
18. All signage inside the building like floor number, notice board etc.

## **PART-II**

### **[Description of Common Areas and Facilities pertaining to Joyville Phase 1A]**

1. Internal roads, pathways and driveways.
2. Landscaped garden and lawn with tot lot area with play equipments, if any.
3. All electrical installations like cables, feeder pillars, street lights, compound lights and fixtures etc.
4. Electrical compact sub-station including transformer, switchgears, control panels etc.
5. Sewerage and storm-drainage system.
6. Water distribution network with pipeline, valves etc.
7. Solid waste management installations like garbage vat etc.
8. Water supply by Competent Authority.
9. Pump and Pumps Accessories.
10. Fire Fighting System: Fire tank with fire pumps, pump accessories, motors electrical installations, panels, Diesel storage tanks, hydro-pneumatic devices if any, hydrant system, all electro-mechanical works etc. as per WBFES requirement.
11. Boundary wall/fencing gate with gate goomty, if any.
12. Signage for the overall project and common roads/bock/buildings/facilities.
13. Voice and data cable network.

## **PART-III**

### **[Description of Common areas and parts of the entire Joyville Project]**

1. All infrastructure facilities/works including Water supply borewells Sewerage, drainage, water supply and accessories thereto.
2. All electrical installations/works including fixtures, street/campus lights, cables, substations and accessories thereto. All voice data network installations.
3. Common Road connecting each Phase including the First Phase Project.
4. All sewerage and drainage outfall connections with the municipal outfall points
5. Entrance gate, gate goomty, signage etc.

6. Signage for the overall project.
7. Landscaped garden and lawn common to all phases of the entire Joyville Project.

[OTHER SOCIAL FACILITIES AND AMENITIES, IF ANY]

1. Club House
2. Sport arenas, Kids play spaces.
3. Retail Community Centre.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**[Allottee's Covenants & Obligations]**

I. The Allottee, in addition to the covenants hereinbefore contained, hereby agree(s), confirm(s) and undertake(s) the following obligations towards to be carried by the Alottee as Apartment Owner within Joyville Phase 1A: -

1. The Allottee shall not at any time carry on or suffer to be carried on in the said Residential Apartment any noisy offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to KWICPL/JSHPL or the Allottee or occupiers of the other Residential Apartments in Joyville Project or anything which may tend to depreciate the value of the said Residential Apartment or the Joyville Project;
2. The Allottee shall become and remain a member of the Association. The Allottee will observe and perform the terms and conditions, bye-laws and the rules and regulations laid down by the Promoter when the Association is not formed and also the Bye-Laws and Rules and regulations prescribed by the Association to be drafted in accordance with the prevailing law.
3. The Promoter after formation of the Association shall also hand over the entire funds such as advance maintenance charges and balance maintenance charges etc. already collected by the Promoter from the Apartment Owners/Allottees of Joyville Phase 1A and shall also provide

audited accounts for the same from KWICPL/Joyville's Auditor as upto that date. The Promoter, the Association and the Allottee shall be bound by the Auditor's Statement of accounts. The association shall hold the Maintenance Corpus Funds as the corpus for maintenance of the Residential Township.

4. The Allottee will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Joyville Phase 1A in common with the other Sub-Lessees/Under Lessees of other Apartments and permit free passage of water, sanitary, electrical lines through and along the same or any of them and to share with the other Residents, the cost and repairing and maintaining all such sewers drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases etc and to use the same as aforesaid and/or in accordance with the rules, regulations, bye-laws and terms and conditions of the Association. If it is required by the Promoter the Allottee shall allow the Promoter to enter the said Residential Apartment after giving reasonable notice for the purpose of carrying out repair and/or maintenance work.
5. The Allottee shall duly and punctually pay the proportionate share of municipal/property taxes, rates and cess, insurance charges, cost of maintenance and management of Joyville Phase 1A including any increment thereon, charges to maintenance of services, like water, sanction, electricity etc, salaries of the employees of the Association and other expenses in regard to the Joyville Phase 1A as may be determined by the Managing Committee of the Association from time to time.
6. The Allottee shall allow the Promoter or its representatives, workmen to enter into the Common Areas of the Residential Township until all Residential Apartments have been handed over by the Promoter and possession of the common areas has been handed over to the Association.
7. The Allottee shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies etc., free from obstruction and in a clean and orderly manner and not encroach on any common areas or throw rubbish.
8. The Allottee shall keep the said Residential Apartment walls, drains, pipes and other fittings in good and habitable condition, so as to support and protect the respective Tower and shall carry out any internal works or repairs as may require by the Promoter L/Managing Committee of the Association.

9. The Allottee shall not make any additions or alterations or cause damage to any portion of the Tower of the said Residential Apartment and shall not change the outside colour scheme, outside elevation/façade/décor of the Tower, otherwise than in a manner agreed to by the Promoter /majority of the Association.
10. The Allottee shall sign such papers namely, No Objection Certificates, Declaration etc. as may be required by the Promoter at the time of taking over possession of the said Residential Apartment or later, as and when required.
11. The Allottee shall not do any act that may be against any law, rule, regulation, bye-law of the local municipality/other statutory authorities or any obligation agreed under any contract and the Allottee shall be solely responsible for all consequences of any offence of breach thereof and the Allottee shall indemnify other Residential Apartment holders who may suffer due to any such acts of omission nor commission of the Promoter.
12. The Allottee shall use the said Residential Apartment only for residential purposes.

**II. NEGATIVE COVENANTS:**

**The Allottee(s) of the Apartment(s) shall: -**

- 1.(a) not to make any structural additions and/or alterations to the said Apartment such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of JSHPL and/or the Association or Body.
- (b) not to fix collapsible gates, grills, grill gate in the Apartment without prior permission of JSHPL and/or the Association or Body provided.
- (c) not to erect any compound wall/any other fencing within Joyville Phase 1A.
2.
  - (a) Not to build, erect or put upon the common portion of the Building/Block and any item of any nature whatsoever;
  - (b) Not to obstruct any pathways, driveways, footpath and side-walks and lobbies used for any purpose other than for ingress to egress from the Tower/building and other Tower/buildings, as the case may be;

3. Not to use the potable water from the Overhead tanks of the buildings for car washing and other non-potable usage in the campus level. Water for such purpose may be drawn from the designated landscaping water outlets in the campus at the time of water supply pump operation.
4. As the parking spaces are integral amenity to the Apartments, the Allottee(s) of such exclusive parking space(s) shall not be entitled to transfer and/or deal with such exclusive parking space(s) independent of the Apartment for any other usage. No parking space can be encased either by a wall/mesh/or by any other structure. Each allotted parking space will entitle the allottee(s) right to park only one vehicle.
5. Not to obstruct any vehicles keeping of materials or otherwise the free passage there over of the Allottee, JSHPL or other persons entitled to rights of way over the said driveways and pathways for the retained Apartments either by JSHPL or transferred/assigned to other Allottee by JSHPL;
6. Not to lessen or diminish the support or protection now given or afforded by all parts of the said Apartment to the upper and/or lower Apartment and in particular not to submit the floor of the upper Apartment to a greater total load than specified and any load whatsoever shall be so distributed that no one square foot of the said floor shall at any time bear a greater load than specified weight;
7. Not to hang from or to attach to the beams or rafts any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the Tower/Building or any part thereof;
8. Not to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Building and Apartments therein or adjacent to the same or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use;
9. Not to damage or demolish or cause to be damaged or demolished any portion of the common portion of the Building/Tower and the Joyville Phase 1A at any time or the fittings and fixtures affixed thereto;
10. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common portion and also not to alter or permit any alteration (including external wall paint) in the elevation and of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Building/Tower which may affect the elevation in respect of the exterior walls of the Building/Tower;
11. Not to install grills the design of which has not been suggested and/or approved by JSHPL/Association or Body provided;

12. Not to maim, injure or deface the footings, foundations main walls or supporting beams of the lower and/or upper Apartments save in connection with and so far as may be necessary to permit renovations or repairs to the lower and/or upper Apartment;
13. Not to use the said Apartment for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purposes;
14. Not to cause or permit obstruction of any drain or pipe used in common with the Allottees or other occupants for the passage of water or soil in connection with the Building/Towers;
15. Not to do permit or suffer to be done in or upon the Apartments anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Allottee(s) Occupiers or the owners of the neighbouring houses, Building/Tower and/or the Joyville Phase 1A;
16. Not to throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the said Building or the common portion of the Building/Apartment/Tower except in the space for garbage to be provided in the ground floor of the Building;
17. Not to make or permit any disturbing noises in the Building by the Allottee(s) himself/herself/themselves, his/her/their family, his/her/their invitees or servants or licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Allottee(s)/Occupiers;
18. Not to cause any damage to the lifts and lift installations;
19. Not to cause any damage to firefighting and fire detection system of the building/block;
20. Not to put his/her/their name in entry passages excepting in the proper place or on the main box provided by the Promoter for the use of the said Apartment occupied by the Allottee or his/her/their nominee;
21. Not to allow dust, rubbish or litter swept from the said Apartment to be left or deposited in any of the passage ways or pathways or thrown in any passage ways or pathways and shall keep in deposit in a particular place earmarked for that purpose;
22. Not to loiter in the pathways, lobbies or passage ways without proper reasons;
23. Not to throw anything (including cigarettes, smoking materials spitting of pan) or emptied by the Allottee (s) or his/her/their servants or his/her/their guest out of the windows and/or doors on anywhere on the common portion of the Building/ common portion of the Joyville Phase 1A or the entire Project and Parking lot or any common portion of Joyville Phase 1A nor shall shades, awnings, window guards or any temporary article to be hung from or placed outside the window or Building;
24. Not to permit the lawns or other common portion of the Apartment and common portion of the Apartment/Tower within the retained premises sold to other Allottee to be fouled by dogs or other animals coming from the said Apartment;

25. Not to store or bring and allow to be stored and brought in the said Apartment any goods of hazardous or combustible nature, explosive chemicals or which are so heavy as to affect or endanger the structure of the Building/Apartment or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner and also not to keep or store any prohibitory film, or any other such articles, hides or manure or any other articles giving an offensive smell in the said Apartment;
26. Not to subdivide the said Apartment and/or the parking space(s) as allocated thereof;
27. Not to close any windows or make openings in the walls or through the walls of the said Apartment;
28. (a) Not to claim any exclusive right over and in respect of common areas and/or parts of the Buildings including Water Storage Tank for the Fire Fighting arrangement. It is made clear that such Water Storage Tank is not a part of any particular building/Tower and can be used if required for Joyville Phase 1A or the entire Project;
29. (a) Not to claim any exclusive right over and in respect of common areas and/or parts of the Buildings/Apartment including Water Storage Tank for the Fire Fighting arrangement. It is made clear that such Water Storage Tank is not a part of any particular building/Tower and can be used if required for entire Joyville First Phase Project;  
(b) Not to claim any exclusive right over and in respect of the terrace/roof/lift lobbies/passages, if any, of the said Building/Tower or any portion thereof or additional undivided right in land. The control of user of roof / lift lobbies/passages shall remain in the hand of concerned Apartment Owners Association;
30. Not to repair any joist or beam supporting the floors of the said Apartment without giving notice to JSHPL or Body of the intention so to do giving details of the work intended to be done so that JSHPL or aforesaid Body or Association may take such precautions as they may be advised for the protection of the ceilings thereof and provided such notice is duly and properly given;
31. Not to display or affix any neon-sign or signboard on any outer wall of the Building or the Apartment or the common parts save to the extent and at a place that may be specified from time to time by the JSHPL or Apartment Owners' Association or Body;
32. Not to claim any partition or sub-division of the land and/or Common Parts and not to partition the Apartments by mets and bounds;
33. Not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any Apartment in or any part of the Building/Tower or cause any increased premium to be payable in respect thereof.
34. Not to do or suffer to be done anything to in or about the said Apartment or the Joyville Phase 1A or in the staircase and/or fire escape passage and/or the common passages which may be



against the rules or regulations of any existing laws of any concerned authority or the bye-laws of the condominium of Apartment.

35. Not to refuse or neglect to carry out any work directed to be executed in the Building/ Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Developers liable for execution of such works;
36. Not to park any vehicles in any open space in the compound other than at the designated area;
37. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;
38. Not to enclose any balcony in the said Apartment except with grills with designs approved by the Association or Body;
39. Not to change, alter or modify the main doors to the said Apartment;

#### **[COMMON EXPENSES]**

1. The expenses of maintaining, repairing, redecorating etc., of the Building/Tower in particular, external façade, common areas, roof/terrace, water tank, reservoir, gutters, stilt, sewerage, drainage and rain-water pipes of the building, water pipes and electric wires, all firefighting installations, lifts, DGs etc, repairing works under or upon with the building/Tower and enjoyed or used by the Allottee(s) in common with the occupiers of other Apartments/Tower and parking space, recreation area, main entrance, passages, landings, lift lobbies and stair-cases of the Building/Tower, compound, terrace, etc.
2. The cost of cleaning and lighting the passage, landing, lift lobbies, stair-cases and other parts/common areas of the Building/Tower/Joyville Phase 1A so enjoyed or used by the Allottee(s) as aforesaid.
3. The cost of working and maintenance of water connection, lights, Lift(s), pumps, generators etc.
4. Expenses for running, maintaining and repairing the firefighting installations inside the building/Tower as well as Joyville Phase 1A like pumps, panels, all fire protection and fire detection installations, refilling of the fire tank, cost of pump operation, replacement of extinguishers on expiry, diesel charges for the fire pump, maintenance of the pump house and fire tank etc.
5. The expenses for organizing routine fire drills as per the directive of the statutory authority.
6. The cost of salaries of clerks, bill collectors, sweepers, watchman, pump/lift operators, maintenance crew etc.
7. Monthly maintenance expenses of common services and common area/parts of the Tower and Joyville Phase 1A.
8. All existing Municipal and other taxes, impositions, water charges tax, proportionate share or electricity charges for the common areas etc., proportionate electricity charges till installation of separate Meter.

9. Diesel Generator set/Pump set etc. hire and running expenses, if any.
10. Such other expenses as are necessary or incidental to the maintenance and upkeep of the building/Tower and Joyville Phase 1A.
11. Maintenance of landscaping and greeneries, play equipments, if any, signage etc.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

[the payment schedule to be set out here]

**SIXTH SCHEDULE ABOVE REFERRED TO :**

**[specifications to be set out here]**

**IN WITNESS WHEREOF** the Parties hereto have executed these presents on the day month and year first above written.

**SIGNED AND DELIVERED** by )  
**JOYVILLE SHAPOORJI HOUSING PRIVATE** )  
**LIMITED** through Mr. \_\_\_\_\_ duly )  
authorized vide its board resolution dated \_\_\_\_ )  
in the presence of: )

**SIGNED AND DELIVERED** by )  
**KOLKATA WEST INTERNATIONAL** )  
**CITY PRIVATE LIMITED** through its )  
**Constituted Attorney JOYVILLE** )  
**SHAPOORJI HOUSING PRIVATE** )  
**LIMITED** in pursuance of a Registered Power )  
of Attorney dated 27<sup>th</sup> day of November, 2013, )  
who signed the same through its authorized )  
Officer Mr. \_\_\_\_\_ )  
pursuant to the Board Resolutions )  
dated \_\_\_\_\_ in the presence of : )

**SIGNED AND DELIVERED** by )  
by the Allottee \_\_\_\_\_ )  
in the presence of : )

\_\_\_\_\_  
JSHPL

\_\_\_\_\_  
KWICPL

\_\_\_\_\_  
Allottee (s)

**DATED THIS DAY OF \_\_\_\_\_, 2018**

**BETWEEN**

**JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED**

**KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED**

\_\_\_\_\_  
**[THE ALLOTTEE]**

**A G R E E M E N T**

SANDERSONS & MORGANS  
ADVOCATES & SOLICITORS  
5, NETAJI SUBHAS ROAD  
KOLKATA-700001

\_\_\_\_\_  
JSHPL

\_\_\_\_\_  
KWICPL

\_\_\_\_\_  
Allottee (s)