

AGREEMENT FOR SALE
ANU BHOOMI – Phase 2

This **AGREEMENT FOR SALE** (“**Agreement**”) is entered into on this ____ day
of _____ 2026.

By and Between

1. **M/s. Angelica Realty LLP** (LLPIN: AAH-2721) (PAN – ABGFA4583M), a Limited Liability Partnership Firm having been registered under the Limited Liability Partnership Act, 2008, having its registered office at 36/1A, Elgin Road, Kolkata – 700020 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN – ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin – 743129, vide Board Resolution dated 08-12-2025 .

2. **M/s. Silverbell Realty LLP** (LLPIN: AAH-2594) (PAN – ADEFS1602H), a Limited Liability Partnership Firm having been registered under the Limited Liability Partnership Act, 2008, having its registered office at 36/1A, Elgin Road, Kolkata – 700 020 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN– ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin – 743129, vide Board Resolution dated 08-12-2025.

3. **M/s. Kunal Foundation Private Limited** (CIN: U45400WB2009PTC137796) (PAN- AADCK7256J) a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at Stephen House, 56E, Hemant Basu Sarani, 4th Floor, Room No- 57ABC, Kolkata, West Bengal- 700001 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN – ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin – 743129, vide Board Resolution dated 08-12-2025.

4. **M/s. Riddhiman Shoppers Private Limited** (CIN : U74999WB2012PTC181580) (PAN - AAFCR9986G) a company incorporated under the Companies Act, 1956 having its registered office at 17, Shyama Prasad Mukherjee Road, Kolkata – 700 025 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN– ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee,

aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin –743129, vide Board Resolution dated 08-12-2025.

5. **M/s. Star Projects and Infrastructure Private Limited** (CIN: U70101WB2006PTC110010) (PAN- AAKCS3434R) a company incorporated under the Companies Act, 1956 having its registered office at 17, Shyama Prasad Mukherjee Road, Kolkata – 700 025 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN–ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin –743129, vide Board Resolution dated 08-12-2025.

6. **Ram Naresh Agarwal** (PAN – ACYPA1903G) (Aadhaar No. 5948 8963 0890) son of Late Nand Kishore Agarwal, aged about 58 years by nationality Indian, by faith Hindu, by occupation business, residing at Flat No.5B, 135G, S.P. Mukherjee Road, P.O. Kalighat, P.S. Tollygunge, Kolkata – 700026 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN – ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin – 743129, vide Power of Attorney being no. 160200690 Dated 19-01-2026, Volume No. 1602-2026, Pages 60189 to 60204 being registered with D.S.R. II at Alipore, South 24 Parganas .

7. **Aloke Kumar Singhania** (PAN – ALPPS2752R) (Aadhaar No. 9541 5866 3757) (Mobile No. 9433080062) son of Late Keshar Deo Singhania aged about 65 years by nationality Indian, by faith Hindu, by Occupation business, residing at Block-B, Harbour Heights 2nd Floor, 35/1, Diamond Harbour Road, P.S. Tollygunge, Kolkata – 700027 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN – ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin – 743129, vide Power of Attorney being no.

160206615 Dated 08-05-2025, Volume No. 1602-2025, Pages 278027 to 278041 being registered with D.S.R. II at Alipore, South 24 Parganas .

8. **Vatsal S Shah** (PAN – ALHPS2972F), (Aadhaar No. 3281 3344 5761) (Mobile No. 9830474163) son of Late Shashikant P. Shah, aged about 55 years by Nationality Indian, by faith Hindu, by Occupation business, residing at 4A, Lala Lajpat Rai Sarani, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, Circus Avenue, Kolkata – 700020 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN – ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin – 743129, vide Power of Attorney being no. 160206607 Dated 08-05-2025, Volume No. 1602-2025, Pages 278534 to 278547 being registered with D.S.R. II at Alipore, South 24 Parganas.
9. **Dhruv V Shah** (PAN – BWNPS0603P) (Aadhaar No. 3697 5563 3112) (Mobile No. 9163799091) son of Mr. Vatsal S. Shah aged about 28 years by Nationality Indian, by faith Hindu, by Occupation business, residing at 4A, Lala Lajpat Rai Sarani, P.O. Lala Lajpat Sarani, P.S. Bhowanipore, Kolkata – 700020 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN – ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin – 743129, vide Power of Attorney being No. 160206823 Dated 14-05-2025, Volume No. 1602-2025, Pages from 282795 to 282807 being registered with D.S.R. II at Alipore, South 24 Parganas.

PARTIES ABOVE NO 1 TO 9 shall be jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor and/or successors-in-interest and assigns) of the **FIRST PART**

AND

SRIJAN STAR REALTY LLP (LLPIN – AAD-1110) (PAN - ACSFS1473R) a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 36/1A, Elgin Road, Kolkata – 700 020 represented by its Authorized Signatory **MR. BHAVESH KOTHARI** (PAN - AFNPK8074N) (Aadhaar No.

7232 5699 7772) son of Mr. Manharlal Kothari, aged about 59 years by nationality Indian, by faith Hindu, by occupation Service, residing at 7B, Lala Lajpatrai Sarani, Circus Avenue, Kolkata, West Bengal- 700020 **PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-interest and assigns) of the **SECOND PART**

AND

[If the Allottee is an individual]

Mr. _____, (PAN _____), (Aadhaar no. _____) son of _____ aged about ----- years, residing at _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

Or

[If the Allottee is the company]

_____ (CIN no. _____), a company incorporated under the provision of the companies act , [1956 or 2013 , as the case may be], having its registered office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar No._____) duly authorized vide board resolution dated _____ hereinafter referred to as the" Allottee " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest , executors, administrators, and permitted assignees) of the **THIRD PART:**

Or

[If the Allottee is the Partnership Firm or a LLP]

_____ a partnership firm (or a Limited (or A LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at _____ (PAN - _____), represented by its authorized Partner, _____ (Aadhar No._____) authorized vide _____ hereinafter referred to as the" Allottee " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns) of the **THIRD PART:**

Or

[If the Allottee is a HUF]

Mr..... (PAN No.....) son of, aged about, for self and as the Karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business/ residing at, PAN no. hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns) of the **THIRD PART**:

Hereinafter jointly referred to as the "**ALLOTTEE**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-interest and assigns) of the **THIRD PART**

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

WHEREAS:

- A. The Promoter has been developing the **Phase I** of the Project on the land admeasuring **394.461 Decimal** equivalent to **238.65 Cottahs** or **11.93 Bigha** be the same a little more or less situate comprised in various R.S / L.R Dags 353, 355, 356, 357, 358, 359, 360, under Mouza – Sultanpur, J.L. No. 16 and various R.S / L.R Dags 255, 256, under Mouza – Beralia, J.L. No. 17, Police Station Baruipur, under Mallickpur Gram Panchayat in the District of South 24 Parganas, morefully described in the **SCHEDULE-A (PART I)** hereinafter referred to as the "**Earlier Phase.**" hereunder. The Owners and the Promoter have started to develop the said Phase I and for that purpose have already registered the Joint Development Agreement vide Being No. 160200689 dated 19-01-2026 registered in the Office of D.S.R. II at Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1602-2026, Pages from 60026 to 60105 Being No. 160200689 for the year 2026. Also, By a Power Of Attorney included along with Joint Development Agreement, the Owners have granted development powers to the Promoter to undertake the development in terms of the said Development Agreement.
- B. The Owners are seized and possessed of and/or sufficiently entitled to a large tract of land altogether measuring about **467.991 Decimal** equivalent to **283.13 Cottahs** or

14.16 Bigha land more or less comprised in various R.S and L.R Dags of 127, 128, 128/834, 129, 130, 131, 132, 202, 217, 218, 219, 220, 221, 223, 226, 227, 228, 352, 353 as described below under Mouza – Sultanpur, J.L. No. 16, Police Station Baruipur, under Mallickpur Gram Panchayat in the District of South 24 Parganas, hereinafter collectively referred to as the **‘Project Land’** more fully described in **SCHEDULE-A (PART II)** hereunder.

- C. The Owners and the Promoter have entered into joint development agreement with power of attorney dated 19-01-2026 registered in the Office of D.S.R. II at Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1602-2026, Pages from 59775 to 59858 Being No. 160200691 for the year 2026 and the Owners also granted necessary Power and authority to the Promoter to undertake the Development of the Project Land under the terms agreed therein.
- D. The Project Land is earmarked for the purpose of plot wise development comprising 93 independent plots connected with internal roads access, passages and other common areas and facilities as **Second Phase** development of the project named **‘Anu Bhoomi, Phase - 2’**.
- E. The Promoter is thus fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners in the said Land on which Project is to be constructed have been completed.
- F. Mallickpur Gram Panchayat has granted the Commencement Certificate to develop the Project vide approval dated **28.05.2025** bearing no **664/MGP/2025**,
- G. The promoter has obtained the final layout plan, sanctioned plan and approvals for the Project from Sanctioning Authority **Mallickpur Gram Panchayat** vide **Sanction Plan No. 664/MGP/2025** dated **28.05.2025**. The Promoter shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and any other laws as applicable.
- H. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata, bearing registration No. - **WBRERA/P/SOU/2026/XXXXXX** dated **XX.XX.2026**.
- I. The Allottee being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Row House/ Bungalow and based on the title assurance by the Promoter and/or their Advocate and after referring to the papers and documents supplied by them available on the link of the Promoter / RERA website the Allottee after prima facie satisfying himself /herself/ itself/ themselves about the rights of the Promoter and after inspection of the Plan, designs and specifications prepared by the Promoter’s Architects and sanctioned by the Competent Authorities in respect of the Project / **Second Phase** and all other permissions necessary for construction and development of the **Second Phase** had applied for a Plot, vide EOI/application No. dated. and has been allotted/Booked Plot bearing No. measuring about _____ sq. ft. more or less demarcated in annexed hereto and marked as **“ANNEXURE – A”** and pro rata share (in the “common areas” (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the

land beneath the building as defined under clause (n) of section 2 of the RERA Act and described in **SCHEDULE B**.

- J. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Owners and the Promoter framed the following scheme to which the allottee is unconditionally agreed:
- (i) Other than the Said Project Land, the Owners as well as the Promoter may decide in future to acquire further land parcels in close vicinity of the Project Land, which, upon acquiring so, shall be included in the Project land for development of further phases, and the Allottee has no objection to such increase in the area of the entire project. All phases will share the common amenities, facilities and services amongst each other and shall be treated as a common integrated project known as 'Anu Bhoomi, Phase - 2'. The Allottee further agrees to allow and hereby gives his consent to the Promoter for modification of plan to incorporate such future development and also sharing of common facilities, areas and services amongst each other. Promoter may also create few more facilities in the future development which will also be shared by Allottees of all phases.
 - (ii) If the plan sanctioned by Sanctioning Authority /Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement/at the sole discretion of the Promoter in such event the promoter agrees and undertakes that save and except constructing modification if permitted by law, it shall not make any changes to Second Phase layout plans except in strict compliance with section 14 of the RERA Act, 2016 and other laws as applicable and Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Promoter may change the location.
 - (iii) The Promoter may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.
 - (iv) Plots in the Project Land shall be of various sizes. The structures to be developed by the Allottee/Buyer on each plot post handover of the project shall be in conformity and in terms of one of the planned options as provided by the promoter.
 - (v) The Promoter has already converted the land from its previous classification of "Sali" to 'Bastu' to enable the Allottee to undertake construction work once the plot is handedover.
 - (vi) Within the Complex there will be certain basic infrastructure amenities which will include services like roads, Panchayat water supply, drainage, electric line etc. as per

master plan, as may be so decided by the Promoter which, at all times, will be required to be shared in common between the occupants of plots of the Project as well as future extended areas (collectively Shared Complex Common Portions and Facilities).

- (vii) The authenticated copies of Certificate of Title issued by the Advocate of the Promoter have been supplied to the Allottee. The Allottee may also independently satisfy himself/herself/itself/themselves about the Owner's title to the Project Land on which the Plots are to be sold.
- (viii) The Allottee further agrees to allow and hereby gives his consent to the Promoter for modification of plan to incorporate such Future Development and/or the developments to be made thereon and also sharing of common amenities, facilities, services amongst each other. Promoter may also create few more facilities in the future development which will also be shared by Allottees of all future phases. It is within the knowledge of the Allottee that the Promoter will be developing the said **Phase 2** of the project which is a part of a larger project, herein defined as the "**Entire Project Land**" in a phase wise manner including future phases to be developed from time to time depending upon business viability and market conditions. The promoter also reserves the right to retain any specific portion of land at any stage of development to be developed now or on such future date as the promoter may deem fit and necessary. In addition, the promoter also reserves the right to use common areas, amenities, and other infrastructure facilities in the said entire project land for the purpose of future development and / or maintenance of the project, the Allottee hereby giving his consent that the nature of easement coupled with interest shall run as a covenant with the entire project land.
- (ix) The Promoter has informed the Allottee that the Promoter reserves the right, to sell, transfer and assign in favor of any third party any future development potential that may be made available on the said entire project land, any future rights, any other rights which may accrue in respect to the said entire project land including but not limited to advertisement, signage and hoarding in the compound / common areas Plot. The Promoter is solely entitled to deal with in any of the rights stated herein and the Allottee undertake not to seek any rebate/ concession/ reduction in the Purchase Price in respect to such rights either being utilized by the Promoter and/ or its nominees or assigns. The Allottee also agrees that the Promoter will solely be entitled to use the Common Areas of the said entire project land for advertisement purposes.
- (x) The Allottees of Plots in any one phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the future phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners of the Plots and other spaces located in all the Future Phases. The Promoter as aforesaid has reserved for itself and the Owners, the right of usage of driveways, roads, passages, amenities, facilities and other infrastructure in the 'Project Land'.
- (xi) There is a demarcated road/passage, services provided by the Promoter and such passage will keep on extending with the extension of the project through all future phases and also for access to Club and Common Amenities. The Promoter will utilize this passage during the development of the Project land as demarcated in the plan.

The Promoter may hand over the usage and easement rights of the passage and the services running along with it to the Facility Management Company (FMC)/ Association after completion of all Future Phases. The Owners and the Promoter have now decided to develop the Phase 2 including its future unlimited extensions.

- (xii) The Allottee/s hereby acknowledges and consents that the Promoter has absolute right and complete discretion to develop or integrate or amalgamate or exclude or sell or assign or lease any part of the Entire Project Land including future phases and obtain one or more Panchayet Assessment/s/E-Assessments and one or more development plan/s and modify the existing Assessment /s/ E- Assessment and/or current or future development plan/s to achieve the aforesaid purpose such developments shall be in one or more Phases.
- (xiii) The Allottee agrees that in case of any exigency, statutory or otherwise, the Promoter may be required to vary the common facilities as initially contemplated which may result the increase or decrease in the Common area and in such event the Allottee shall have no objection. Even if the allottee of this phase or other future phases opt for forming an association then and under these circumstances the allottees are giving their unconditional undertaking that the proportionate common area is subject to change until and unless the Entire Project Land along with future phases is made ready and the Completion Certificate of the Entire Project Land is obtained.
- (xiv) It is clarified that as per the Existing Approvals from Competent Authorities, only a part of the presently available development potential of the said entire project land is being utilized in the course of development and the Promoter shall from time to time be making applications to the concerned sanctioning authority for amendments to the approved plans in such a way that it shall consume the entire development potential of the entire project land and not to exceed the legal permissible development potential of the entire project land and accordingly proposed Plots on the said property is subject to further modifications. It is further clarified that in the course of development of the Plots, the Promoter shall be consuming on the said entire project land the maximum permissible development potential as may be made available to the said entire project land from time to time.
- (xv) The Promoter has further informed the Allottee/s that the Promoter retains the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the Entire Project Land along with the future phases and various rights that may accrue to and over the said Property in the future including additional development potential as recited above (the rights referred to in above are hereinafter collectively referred to as "the Incidental Rights"). The Incidental Rights include the right of use of the said Property as a receiving plot which the Promoter and/or its nominee/s may be entitled to, from time to time, at the Promoter's sole and absolute discretion. The Promoter is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, transfer, gift, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience exercise its rights to any person/s. The Allottee/s expressly consent/s and agree/s that the Allottee/s shall not claim any rebate or reduction in the purchase price in respect of

the said Premises and/or any other benefit/right from the Promoter and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Promoter and/or its nominee/s and/or person/s. The Allottee/s further agree/s and acknowledge/s that the Promoter shall be solely and exclusively be entitled to use and exploit all common area for advertising purposes.

- (xvi) All The Facilities and Amenities will be mutually shared by Phase 2 and the Future Phases and with the progression of development and registration under RERA of the different phases the common facilities, amenities, infrastructure will be shared by each phase, both current and future, as part of a common integrated development. The Promoter is creating enough services and infrastructure keeping in mind all the future phases. All the Common Facilities and Amenities may not be made available as soon as the initial phases are completed as some of the Facilities will be made available only upon completion of the entire Project along with the future phases and further the Promoter will have the right to shift the situation of a particular Facility from one phase to another for convenience without curtailing the facilities committed to the Allottee and also giving the facilities in committed time.
- (xvii) In the absence of local law only, each Phase/Project will have a separate Association of Plot Owners and each Phase/Project will be under the mother/apex association. The mother/apex Association shall synergize all the individual Associations and the formation of the Mother/Apex Association will be progressive and concurrent with the completion of the development of Phase 2 Project Land including Future Phases. Till such time the Mother/Apex Association takes over the entire administration, the Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities and club which is as and when made available for the benefit, use and enjoyment of the Allottees of all phases towards maintenance of common pathways, infrastructure etc and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, club and common services divided by the area of all phases for which notice of possession has been issued by the Promoter (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession in subsequent phases. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to all the phases. It is further provided that till such time the Mother/Apex Association is formed, the Promoter shall act as the Apex Association and on the formation of the Mother/Apex Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body.
- (xviii) The Maintenance Charges shall be recovered on such estimated basis on monthly, quarterly or at such intervals as may be decided by the Promoter or the Maintenance Company, as the case may be and adjusted against the expenses as determined. The estimates of the Promoter or the Maintenance Company, as the case may be, shall be final and binding on the Allottee. The Allottee shall pay the maintenance bills before their due dates as will be intimated.

- (xix) It is further provided that in case of completed phases/Incomplete Phases / Future Extensions, the access rights and all other rights of easement through the completed pathways passing through the completed phases and progressing to the incomplete phases, enjoyment of common facilities etc shall be provided by the Promoter to the Allottees of all phases including future phases.
- (xx) Apart from the Future Development land, as mentioned in the preceding paragraph, which is already earmarked and partly already purchased and partly to be purchased in due course, the Promoter have a proposal to acquire adjacent land in the near vicinity of the Said Land and in case the Promoters so purchases such additional land, the Promoters shall be at liberty, at their discretion, to combine them into the Project and/or to share and/or to apportion the benefits and advantages, access way, portions or utility etc. as also the Common Areas (within the Project) to such additional development on the additional land arising out of such combination with the Said Land. The Allottee has no objection to such increase in the area of the Said Land and the Allottee further agrees to allow and hereby gives his consent to the Promoters to purchase such land and to develop and register under RERA under the same entire Project and the same and/or to integrate the land so purchased into the Said Entire Land and/or Future Phases and the Allottee has no objection to the consequent change in the percentage of undivided interest of the Allottee in the Common Areas Plot and the Allottee also has no objection and hereby gives his unequivocal and unconditional consent to the Promoter making necessary amendments to the particulars (including amendments to the particulars as prescribed in several prescribed forms under West Bengal Apartment, Ownership Rules, 1974, and/or under the West Bengal Apartment, Ownership Act, 1972 and/or the Rules and Bye-Laws framed thereunder in such manner and at such time as may be so required.
- (xxi) The Promoter may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Project they shall also partake in the share of the common expenses. Likewise, if the Retained area is developed as an additional phase in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases, maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter shall have the sole discretion to retain portions of the 'Entire Project land including future phases' and exploit the same now or later for development and deal with the same in the manner they deem it fit.
- (xxii) Nothing contained in this agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said project land/ entire project land or any part thereof. The Allottee shall have no claim save and except on the said Plot hereby agreed to be sold and all open space, common areas, amenities and facilities etc., shall remain the property of the Promoter until the handing over of the same to the Apex Association/ FMC.
- (xxiii) It is agreed by and between the parties that the Allottee shall not claim any right save

and except which is expressly transferred and / or agreed to be transferred under this Agreement.

- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot as specified in Para G.

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

1. TERMS

- 1.1 **SUBJECT TO** Terms and conditions as detailed in this agreement, the promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Plot as specified in para “H” above in this agreement.
- 1.2 The price of the Plot, based on the area is Rs. _____/- (Rupees _____) only and additionally, the Extra Charges and Deposits of Rs. _____/- (Rupees _____) only will also become payable along with the above-mentioned Plot Price which includes cost of Plot, cost of proportionate cost of common area, taxes, maintenance charges. Breakup and description is more fully described in **SCHEDULE – C** hereunder written.

The Demand Notice for payment of Instalments, extras, deposits and other charges by E-Mail or SMS shall be an accepted means of communication. The Promoter will accept payment of consideration and/or any other sum of money towards Extra Charges or Deposits only from the Allottee or the Co-Allottee and/or from the Bank or Financial Institution from whom the Allottee has obtained Housing Loan. Payment from any other third party other than the Allottee/Co-Allottee will not be accepted. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account. The Allottee shall submit the Cheques/ Drafts etc at the office of the Promoter against proper receipt issued by the Authorized person of the Promoter as otherwise if any cheque is misplaced, the Allottee will be fully responsible for the same.

Explanation:

- I. The Plot Price above includes the booking amount paid by the allottee to the Promoter towards the Plot

Plot Price excluding GST, Extra Charges and Deposits is as mentioned in SCHEDULE C. Other than the Plot Price, Buyer is liable to pay applicable GST as per the Act and extra charges and Deposits as detailed in the EOI (Clause F) and also in the Booking Letter (SCHEDULE F of Booking Letter) shall be paid as and when required after the date of execution of this Agreement.

Schedule-C, EOI(Clause F) and SCHEDULE F of Booking Letter together is for the sake of convenience only defined as total price(which includes taxes, extra charges and deposits).

- II. The Total Price includes Taxes consisting of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the development of the Project payable by the Promoter up to the date of handing over the possession of the Plot, to the Allottee and the project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the completion certificate subject to Clause 13 hereafter providing that the cost of maintenance of the Plot or the Project shall be carried out by the Promoter upto a maximum period of 3 months after CC/ Partial CC which shall be included in the total price.

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change modification;

Also provided that the benefits arising out of implementation of GST act and rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Purchase Consideration and the Allottee shall not claim, demand or dispute in regard thereto..

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project, the same shall not be charged from the Allottee.

- III. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (FIFTEEN) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective

- IV. The Total Price of Plot (as defined and calculated in Schedule C), includes recovery of proportionate price of land, not only development of land but also the development of Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged to the Allottee.

The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 7% p.a. for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such

minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final area of the plot that has been allotted to the Allottee after the development of the Phase/ Project/ Plot is complete and the Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

It is agreed by both the parties that the area of the plot shall be calculated on the basis of the outer dimensions of the beams placed around the plot as boundary. To calculate the total area of the plot to be sold to the Allottee in decimal/ katha/ bigha, the measurement shall be taken from the outer sides of the beam and not the internal sides. The Allottee acknowledges and accepts that the aforesaid method shall be the sole and final basis for determining the total area of the plot.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Plot
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Plot includes recovery of price of land, Development of not only the Plot but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for

providing all other facilities as provided within the Project.

It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "**Anu Bhoomi, Phase - 2**" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

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

The Allottee has paid a sum of Rs.59,000/- (Rupees Fifty Nine Thousand only) as booking amount being part payment towards the Total Price of the Plot at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan as may be demanded by the Promoter within the Time and in the manner specified therein;

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

The Promoter agrees and acknowledges, the Allottee shall have the right to the Plot

as mentioned below:

- i) The Allottee shall have exclusive right, to possess, enjoy and deal with the Plot. The Plot will have independent entry and exit. The Plots shall all be gated with a main external boundary height of 5 feet with one central gate leading to an internal road which will lead to individual plots with a central security system stationed at the central gate.
- (ii) The Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottees, (including land cost, ground rent, municipal or other local taxes, charges for waiver or electricity, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque /demand draft /PO or online payment i.e., NEFT/RTGS/IMPS or other Banking mode (as applicable) in favour of '**SRIJAN STAR REALTY LLP**' payable at Kolkata. In case of Cheque payment a process charge of **Rs.500/-** plus applicable GST will be charged. It is agreed and recorded that no cash payment is acceptable by the Promoter from the Allottee. If any dealing officer or staff of the Promoter asks for Cash payment, the Allottee is advised to promptly call and inform directly at **9830040316** or raise your complaint to **rna@srijanrealty.in**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCE:

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve of India Act, 1934 and the Rules and Regulations made thereunder or any

statutory amendment 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 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.

The Promoter accepts no responsibility in regard to matters specified in para above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittance on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust or appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Plot, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

Time is the essence of the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Plot to the Allottee and the common areas to the association of the allottees after receiving the Completion certificate. Similarly, the Allottee shall make timely payments of the

installment and other dues payable by him/ her and meeting the other obligations under the Agreement subject to the simultaneous completion of the development by the promoter as provided in Schedule C (Payment Plan).

6. DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan, amenities and facilities of the Plot and accepted the payment plan and the amenities and facilities (annexed along with this Agreement) as represented by the Promoter. The Promoter shall develop the Project in phases in accordance with the said layout plans, amenities and facilities. The layout plan is tentative and is subject to variations. Subject to the terms in this Agreement, the Promoter shall have an option to make any variation / alteration / modification in such plans without affecting the enjoyment of individual plot as deemed fit. The Promoter reserves the right to get the plans sanctioned from appropriate authorities without any prior permission of the Allottee(s) for all those areas/remaining phases of development which are presently not being offered.

7. POSSESSION OF THE PLOT:

Schedule for possession of the said Plot – The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee and the common areas to the association of allottees is the essence of the Agreement. The Promoter assures to hand over possession of the Plot along with ready and complete common areas with all amenities and facilities of the project Completion of the Second Phase which is on 31.12.2027 as per the Registration Certificate of the West Bengal Real Estate Regulatory Authority (WBREERA) vide order/notification dated 03.08.2025 with a grace period of Six months (Completion date)

after delivery of Plots to all unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the project is delayed due to the Force Majeure condition then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the

Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the Completion Certificate from the Competent Authority, shall offer in writing the possession of the Plot to the Allottee in terms of this Agreement to be taken within 15 days (fifteen days from the date of issue) of such notice and the Promoter shall give possession of the Plot to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 90 days from the date of receiving the Completion Certificate of the Project.

Failure of Allottee to take possession of Plot – Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7(ii) such Allottee shall continue to be liable to pay interest on amounts due and payable in terms of this agreement @SBI PLR + 2%, municipal tax, maintenance charges and other outgoings and further holding charge amounting to Rs. 2500/- per month + GST as guarding charge for the period of delay in taking possession.

Possession by the Allottee - After obtaining Completion Certificate and completing the infrastructures and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the Competent Authority, as the case may be, as per the local laws.

Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Plot.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said **Plot**; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said plot for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said **Plot or Project**;
- (iv) There are no litigations pending before any Court of Law or Authority with

respect to the said Land, Project or the Plot;

- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain in the compliance with all applicable laws in relation to the Project, said land or plot and common areas.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Plot, including the Project and the said plot, which will in any manner affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Plot;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the possession of plot .
- (xii) No notice from the Government or any other local body or authority or any

legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

(xiii) That the property is not a Waqf Property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Plot to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Plot shall be fit for construction of bungalows by the Plot owner post the completion of its development;
- (ii) Discontinuance of the Promoter's business as a promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (iii) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the development milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (iv) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the plot, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Plot.

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

- (i) In case the Allottee fails to make payments for 3(three) consecutive demands

made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT:

The Promoter, on receipt of Total Price of the Plot under the Agreement from the Allottee, shall execute a conveyance deed of plot as per the standard draft prepared by the advocates of the Promoter and registered with the concerned registrar's office as per the provisions of the applicable laws and convey the title of the Plot together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of Completion Certificate. No changes in the standard format of the conveyance deed will be permitted.

After the execution and registration of the Transfer Deed(s) of the other Plots as stated herein above, the Allottees shall be liable to pay to the Promoter or to any other appropriate authority on demand, whether levied or leviable now or in future by the government, all present and future imposition of rates taxes levies deposits including security deposit or assessment pertaining to their respective unit which may be imposed by any statutory body or empowered authority. So far as such taxes etc of the Shared Complex Common Portions And Facilities are concerned, till such time the common maintenance body is formed or Complex is taken over by the Owners of plots of the Complex the same shall either be payable /reimbursable by the allottees to the Promoter separately or be payable as a part of the maintenance charges, as may be decided by the Promoter. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal

expenses etc., so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Conveyance deed in his/ her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID PLOTS/ PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Plot

- 11.1. The Allottee shall commence payment of Maintenance Charges to the Promoter after lapse of first three months from the date of Partial Completion Certificate of the respective Plot and shall continue to pay till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. In case the formation of the Association is delayed beyond the said period, due to no fault of the Promoter; the Promoter shall provide and maintain only the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals. Once the Association is formed and the said project is handed over to the Association the Allottee shall start payment of Maintenance Charges to the Association.

Some of the Common expenses mentioned herein may be common to all the Allottee or only to those of the particular Plot as be decided by the Promoter or the Association, as the case may be.

- 11.2. The right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided variable proportionate title in the common areas to the Allottees and the Proportionate user right share of the Allottee in the land and also user right in the common areas and such rights shall always be variable.
- 11.3. That the Allottee shall pay to the Promoter, the Association, the FMC and/or the as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities the Project, that has been caused by the negligence and/or willful act of the Allottee and/or any occupier of the Plot and/or family members, guests or servants of the Allottee or such other occupiers of the Plot or people acting on their behalf; That the Allottee shall not have any manner of right, title or interest of the Specified Project, save and except the right to use and enjoy / receive certain common services of/from the said Specified Project Facilities, subject to the timely payment of the Maintenance Charges; REGARDING ASSOCIATION AND MAINTENANCE, the proportionate Maintenance Charges to the

Promoter, Association, the FMC, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter, Association, the FMC as the case may be, failing which the Promoter, , Association, the FMC, as the case may be, shall be entitled to take such action as it may deem fit. The common Charges and Expenses shall be proportionately divided amongst the Co- Buyer and/or Co-Occupiers of the Project, in a manner as may be decided by the Promoter, Association, FMC, as the case may be, from time to time in this regards.

11.4. **PROJECT MAINTENANCE CHARGES:**

- (a) Costs of working, maintenance, Management, upkeep, repair, replacement, of and utilities used for the common use of the occupants of the Plots.
- (b) Costs and expenses relating to plantation of trees, maintenance of gardens, parks, landscaping lake, etc., with the Development and supply of water to the gardens, parks, landscaping, etc.;
- (c) The salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the Specified Facilities of the Project
- (d) Municipal and other taxes, levies, impositions, for the Specified Facilities of the Project; Cost towards payment of premium for insulating the facilities, equipment, plant and machineries and utilities of the Specified Facilities;
- (e) All rates, taxes, levies or fees that are to be paid for providing the services which are to be provided at the Project and used by the occupants of the Plots which are payable under any existing law or enforced law under any other enactment in future or payable under any other arrangement;
- (f) Maintenance fees and/or charges payable to the FMC/ Association as the case may be for the Maintenance and Management of the Specified Facilities of the Project
- (g) Expenses for maintaining the boundaries of the Project;
- (h) Costs and expenses relating to renewal of various licenses relating to Project and which are not attributable to any Specific Project Providing and arranging for removal of waste, rubbish, etc.;
- (i) Operating, maintaining, and if necessary renewing the lighting apparatus from time to time of the Specified Project Facilities, and providing additional lighting apparatus threat;
- (j) Costs and expenses relating to maintenance, Management, upkeep, repair of the common areas comprised in the Project meant for use by the owners and/or occupiers of the different Phases Costs and expenses relating to electrical infrastructures etc. used for the Project
- (k) Such other costs, expenses, etc. incidental to and/or ancillary and/or related to any of the matters, items, issues, etc. stated in this clause.

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

- (i) The Allottee hereby agrees to purchase the Plot, on the specific understanding that his/ her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/ her obligations in respect of the terms and conditions specified by the Promoter/maintenance agency or the association of allottees from time to time.
- (ii) The Common areas can be used for jogging, playing, visitor's parking as may be decided by the maintenance in charge /Promoter/association .

- (iii) Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto and also the **RESERVED RIGHTS**, specifically mentioned in the **SCHEDULE- E** hereunder. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Promoter shall be entitled to among others to the following rights and interest in respect thereof:
- (iv) To make developments, addition or alteration in any part of the said Project/ Phase in accordance with law and to use and connect all common installations facilities and utilities at said Phase for and to all such development, addition or alteration.

12. DEFECT LIABILITY

It is agreed that in case any defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14. RIGHT TO ENTER THE PLOT FOR REPAIRS:

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

15. USAGE

Use of Service Areas: The service areas, if any, as located within the Project "**Anu Bhoomi, Phase - 2**", shall be earmarked for purposes such as services including

but not limited to electric sub-station, transformer, maintenance and service rooms, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as guest parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to Plot, or the common areas which may be in violation of any laws or rules of any authority or change or alter or boundaries and partitions, and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the Plot or anywhere on the exterior of the Project, or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages of the common areas. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Plot. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment ownership Act, 1972. The

Promoter showing compliance of various laws / regulations as applicable in the state of West Bengal.

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

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

along with the Plot for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY:

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

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area of the Plot bears to the total area of all the Plots in the Project.

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other

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

29. PLACE OF EXECUTION

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

30. NOTICES:

That all notices to be served on the Allottee and the Promoter or any one or more of them, as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or such Promoter by Registered Post at their respective address specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s SRIJAN STAR REALTY LLP (Promoter name)

R.O. 36/1A, Elgin Road, Kolkata – 700 020

A.O. 3A, Townsend Road, Kolkata – 700 025

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or any one or more of them to whom such communication is addressed or the Allottee, as the case may be

31. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the

Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

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

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

A. Definitions

- a) **“ACT”** means the Real Estate (Regulation & Development) Act, 2016;
- b) **“RULES”** means the West Bengal Housing Real Estate (Regulation and Development Rules 2021;
- c) **“REGULATIONS”** means the Regulations made under the Real Estate (Regulation & Development) Act, 2016;
- d) **“SECTION”** means a section of the Act.
- e) **ALLOTMENT / BOOKING/AGREEMENT FOR SALE** – shall mean the provisional Booking letter, (EOI) and/or this Agreement for sale of the Plot
- f) **APEX BODY or FEDERATION** means an independent body formed by and consisting of all the associations registered under any applicable law for the time being in force or any other legal entity constituted by the Allottee/s in various phases of the Plot for the purpose of maintenance and administration of common areas and amenities and

facilities provided in the whole project while independently retaining control of its own internal affairs and administration in respect of each of the phase for which they are formed.

- g) **ASSOCIATION OF ALLOTTEE/S** means a collective body of the Allottee/s of a real estate project, by whatever named called, registered under any law for the time being in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the Allottee/s.
- h) **AMENITIES**: The Promoter shall provide the amenities for the use and enjoyment of the Allottee/s. The description of the tentative amenities is as given in the **SCHEDULE- D** below to be provided phase-wise progressively with development of each phase as and when completed. No substantial or significant changes will be done. Since the entire plot will be developed project-wise/phase-wise the description and location of the Common areas /amenities pertaining to the entire plot may change but so far as this phase is concerned no change will take place and facilities will not be curtailed and will be timely delivered.
- i) **COMMON MAINTENANCE EXPENSES** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Co-owners / Co-Lessees and all other expenses for the common purposes to be contributed, borne, paid and shared by the Co-owners/Co-Lessees of the entire plot further extensions including those mentioned in **SCHEDULE - H** hereto. The said charges shall at all times be calculated on the basis of actual total expenses on available amenities, club and common services divided by the area of all phases for which notice of possession has been issued by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottee/s take up possession in subsequent phases.
- j) **COMMON PURPOSES** shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Promoter and/or occupants of the respective plots and all other purposes or matters in which Apex Body/Federation and occupants have common interest relating to each of the phases/projects and/or the entire plot(s)
- k) **COMMON AREA/ COMMON PARTS, AMENITIES,FACILITIES & UTILITIES** shall include Fishing Deck, Pathway for Jogging surrounding the Lake, Lake side family park with seating, Barefoot sensory path, senior citizen deck, orchid garden, seating

area, forest trail, multisport court, roadside seating, fountain with seating area, kids' zone/ play/ park with seating, Puja celebration area, cricket arena with net, seating deck with BBQ Zone, Flower Gardens, Butterfly garden, badminton court, green wall with fountain, transformer & services, trash zone, guest parking, and other facilities in the project of all phases combinedly, which may be decided by the Promoter in its absolute discretion and provided by the Promoter and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project land provided the Promoter shall be liable to provide the minimum areas, installations and facilities as are included in the **SCHEDULE D** hereunder written.

- l) **CLUB** shall mean any recreation and other facilities include chess/ dart, table tennis, carom & Pool, Swimming Pool, Yoga & Meditation, Indoor gaming, banquet/ community hall for parties & functions will be constructed for the use of the purchasers of the plots in the Project which shall be set up as part of the entire plot/ project land comprising of this Phase and all the other phases. The Promoter shall remain the exclusive owner and the Allottee/s shall merely hold usage rights against the said club.
- m) **PROPORTIONATE SHARE** will be fixed on the basis of the Plot area of the developed Plot purchased in proportion to the other Plot areas of all the total plots in the Project land as the case may be PROVIDED THAT where it refers to the share of the Allottee/s in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- n) **PHASE** - where the project is to be developed in phases, every such phase shall be considered as a plot development project, and the promoter shall obtain registration under this Act for each phase separately
- o) **SANCTIONING AUTHORITIES** - shall mean the Mallickpur Gram Panchayat.
- p) **RESERVED AREAS** - shall mean and include the area within the project land but would not form a part of the common areas, operational areas and the same would remain inaccessible to the Allottee/s until otherwise decided by the Promoter herein. It also needs mention that these excluded areas would neither be managed by the FMC / Association / Promoter nor their title would be transferred to the Allottee/s. Promoter should be exclusively entitled to deal with, detain, sell out these areas at their sole discretion.
- q) **SERVICE AREAS** – shall mean and include Facility Management Company Room (FMC Rooms), Transformer Zone, Catchment Pits, storm pipe network with pits ,

HT/LT Station Service Lines, Optical Fiber Lines, plumbing line, CCTV, lighting poles, transmission station, and likewise etc.

- r) **Plot**” shall mean a parcel of land bearing Plot No. ____, admeasuring ____ sq.ft. more or less, forming an integral part of the said Project together with the proportionate and undivided interest in the common areas and common facilities of the said project, as permissible under law and the expression “Plot” shall also include the right of ingress, egress and access to basic infrastructure and amenities as approved in the sanctioned plan and morefully described under **SCHEDULE B** hereinbelow.
- s) **Owner of the Land**” shall mean the person(s) or entity(ies) who hold legal and valid title, ownership rights and interest in the land comprised in the Real Estate Project, whether freehold or leasehold, and includes their lawful heirs, successors, executors, administrators, legal representatives and permitted assigns morefully described under **SCHEDULE G**
- t) **“Applicable Interest Rate”** shall mean 15% (fifteen percent) per annum;
- u) **“Applicable Laws”** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement;
- v) **“Development Control Regulations”** shall mean the regulations under which the Allottees will be required to hold their properties
- w) **“Effective Date”** shall mean the date of execution when the Agreement comes into force;
- x) **“Maintenance Company”** shall mean the agency, body, company, association or condominium as may be appointed by the Promoter from time to time for the maintenance and upkeep of **Common areas including Club**.
- y) **“Management Agreement”** shall mean the agreement that the Allottees may be required to execute with the Maintenance Company in the event the Promoter appoints one.
- z) **“NRE Account”** shall have the meaning ascribed to it in the Foreign Exchange Management (Deposit) Regulations, 2000.
- aa) **“Non-Resident Indian or NRI”** shall have the meaning ascribed to it in the Foreign Exchange Management Act, 1999

- bb) **“NRO Account”** shall have the meaning ascribed to it in the Foreign Exchange Management (Deposit) Regulations, 2000.
- cc) **“Other Charges & Deposits”** shall mean and include the common expenses mentioned in Clause 45 below and include costs such as Rates, Taxes and Maintenance Charges, Operational charges, Insurance, Documentation charges etc and any deposits to be paid by the Allottee to the Promoter in the manner hereinafter provided;

Under the prevailing law(s) in case the Promoter or the Common Maintenance Body , as the case may be is required to take a suitable insurance policy as prescribed under such prevalent law(s) for such period and for such amount as may be prescribed then and in such event the costs of taking out such insurance policy shall be proportionately borne and paid by the allottee(s).

- dd) **“Person of Indian Origin or POI”** shall have the meaning ascribed to it in the Foreign Exchange Management (Deposit) Regulations, 2000.
- ee) **“Regulations and User Rules”** shall mean the collective set of rules, standards, and restrictions established under the **Real Estate (Regulation and Development) Act, 2016**, and the corresponding State RERA Rules, governing the use, maintenance, and conduct within the project. These include, but are not limited to, the mandatory adherence to sanctioned plans, standardized carpet area usage, timely payment of maintenance charges, and the duty to maintain common areas without unauthorized alterations, as prescribed by the **Real Estate Regulatory Authority** and the same has been morefully described under **SCHEDULE – F**

B. **INTERPRETATIONS:** For the benefit of the Allottee a list of important points pertinent to this Agreement are briefly stated hereunder for a clear interpretation:

<u>SL.NO.</u>	<u>SUBJECT</u>	<u>CLAUSE</u>
<u>1</u>	<u>GST ON MAINTENANCE</u>	All Allottee/s shall have to pay GST on Maintenance cost as applicable. Payment of GST on Vendors' Bill is mandatory and cannot be avoided under any circumstances as it is part of the expenses. Besides this, the Allottee/s also has to pay GST on the amount of Bill raised for Common Maintenance

		Charges every month as applicable but input credit of tax paid on Vendor's bills will be set off against GST liabilities on Maintenance Bills.
<u>2.</u>	<u>INDIRECT TAXES AND LEVIES</u>	The Allottee/s shall be liable to pay all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the Plot or otherwise shall be solely and exclusively borne and paid by the Allottee/s. All Direct Taxes in respect of Profit (if any) earned from the development and sale to the Allottee/s shall be borne by the Promoter.
<u>3.</u>	<u>POSSESSION AFTER COMPLETION</u>	<p>After completion of development of the plot/ phase/ project, as the case may be, the Promoter shall issue Notice of Possession to the Allottee/s whereupon the Allottee/s has to take possession immediately and not later than 15 days as the 15th day will be considered as 'DEEMED POSSESSION' and immediately the Allottee/s becomes liable to pay Maintenance Charges. Besides If the Allottee/s does not take possession of the Plot on or within 15 days from the date of Notice of possession guarding charges will be applicable (Rs. 2500/ month + GST)</p> <p>It is pertinent to note that Possession cannot be delayed on the pretext of minor defects or some common area work is still continuing. If there be any minor defect the Promoter will rectify it. Allottee/s at the time of handover will have to make the final payment and take handover of his Plot.</p> <p>If the Allottee/s has requested for some extra work /modification and Promoter has agreed to complete such work, completion of this work will not be necessary for taking possession of the Plot and the Builder will do such work only after possession is taken by the Allottee/s.</p> <p>The same principle shall apply when the Common</p>

		<p>areas will be handed over to the Association/FMC who cannot delay the hand over on the ground that some Common areas of the Phase/Project are not complete or some rectifications are pending. Association/ FMC may also get the work done by itself by giving prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. Some facilities may be provided or installations made after the entire project has been developed/ completed.</p>
6.	<u>RETAINED AREA OF THE PROMOTER</u>	<p>The Promoter may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Plot they shall also partake in the share of the common expenses. Likewise, if the Retained area is developed as an additional phase of the project in future, the Allottee/s of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis land area basis, as the case may be.</p>
7.	<u>PHASE-WISE FACILITIES AND AMENITIES</u>	<p>In large projects the provision of various Facilities and Amenities will be phase-wise. In some cases, provisioning of all Facilities may take several years. While some Facilities may be provided in the initial phase there may be others which will come as the development of the plots progresses to subsequent phases.</p> <p>Sometimes the Promoter may later decide to provide some additional Facilities or add installations which</p>

		<p>were not earlier planned. In such cases the Allottee/s shall not object on the ground that the Common expenses may increase. There can also be a situation where due to adverse market condition the Promoter is forced to abandon a subsequent phase. In such cases also the Allottee/s shall not have any right to object. It is however assured that even if any phase is abandoned the committed facilities shall be provided.</p> <p>The Allottee/s shall not have any manner of right, title or interest in respect of the specified facilities, save and except the right to use and enjoy and /receive certain common services of/from the said specified facilities, subject to the timely payment of the Maintenance Charges.</p> <p>COMMON AREA can be used for jogging, playing, visitor parking, drop off/temporary parking etc as may be decided by the Maintenance In charge /Promoter/Association /FMC/</p>
8.	<p><u>ENQUIRIES</u> <u>REGARDING</u> <u>DEVELOPMENT</u> <u>STATUS</u></p>	<p>If the Allottee/s wants to know the development status of the project, please visit Project website for the update. The details to access the same is given below:</p> <p>Click on the link</p> <p>Login id: Your registered email id</p> <p>Password etc.</p> <p>If Allottee/s needs any development, site or possession related information he may kindly get in touch with customer care.</p> <p>Your Customer Care Executive is:</p> <p>Name: Sananda Singha</p> <p>EMAIL: postsales@srijanstar.com</p> <p>Contact No: 8777718781</p>
9.	<p><u>CHANGE IN</u> <u>ALLOTMENT</u></p>	<p>If Allottee/s wants to change his allotted Plot and shift to another he has to first cancel the present</p>

		<p>allotment and Re-book a new Plot which is available at a new price. Refund will be adjustable in the new booking and no amount ever will be paid physically to the Allottee/s.</p>
<p><u>10.</u></p>	<p><u>AMOUNT OF MAINTENANCE CHARGES IS AN ESTIMATE ONLY</u></p>	<p>The figure of Maintenance Expenses provided in the Agreement is only an estimate and this approximate figure is not a commitment. The said amount is subject to inflation increases as per market factors (currently estimated at Rs.625/-per plot per month. The final CAM charges will be based / charged on estimate by the Promoter at the time of possession on actual basis.). The Allottee/s will be liable to pay the actual Maintenance Charges that will be worked out by the Maintenance In Charge/Promoter at the end of the year. Audited accounts will be furnished by us.</p> <p>If Allottee/s are not satisfied with the Maintenance Charges and/or the audited accounts, they may hire the services of a reputed Auditor like big four and in that case the expense for taking their services will also form part of the Maintenance charges. The Auditor appointed by the Allottee/s can in consultation with the Project Auditors appointed by the Promoter, jointly do a fair audit of the actual charges incurred and if they decide that some expenses can be reduced, we will abide by such advice. It may however be noted that under any circumstances actual expenses incurred cannot be reduced. In such case reduction in cost can only be effected by withdrawal of some services or agency.</p> <p>The Allottee/s shall be obliged to pay the Maintenance Charges in advance as per the said estimate. The Facility Manager shall provide reconciliation of the expenses towards CAM charges after end of the relevant financial year and the</p>

		parties hereto covenant that any credit /debit thereto shall be settled by adjustment (i.e +/-) in the last two bills at the end of the financial year..
<u>11.</u>	<u>RUBBISH THROWN ON PLOTS</u>	Rubbish thrown from the Plots on the common areas will attract imposition of penalty since cleanliness of the entire Project land is of paramount importance. Higher than normal Penalty will be imposed in case of willful misconduct so due care should be taken to prevent such mis-happenings.
<u>12.</u>	<u>UTILIZATION OF PLOT DEVELOPED BY PROMOTER BEFORE CC</u>	During development of the plot, the Promoter shall be entitled to temporarily use a Plot developed but which has not been allotted to any person for use as a store or for the purpose of labour stay or any other use and the Allottee/s shall not object to the same that he is getting a used plot.
<u>13.</u>	<u>PLACEMENT OF DG, TRANSFORMERS ETC, (ONLY FOR CLUB HOUSE/ COMMON AREA)</u>	Placement of Transformers, DG, air-conditioners etc. shall be done as per the advice of the Architect and none of the Allottee/s individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of inconveniences caused.
<u>14.</u>	<u>MUNICIPAL WATER</u>	It is very clearly stated that the Promoter has neither any role nor any responsibility to arrange supply of Municipal Water if it is not being provided by the concerned Authorities.
<u>15.</u>	<u>VERBAL UNAUTHORISED COMMUNICATION TO BE IGNORED</u>	The Agreement entered into by and between the Promoter and the customer is sacrosanct. Any other written or verbal communication inconsistent with the terms of the Agreement made by any person who is not an authorized representative of the Promoter, is to be ignored completely.
<u>16.</u>	<u>PAYMENT OF INTEREST MANDATORY</u>	In the event of any breach on the part of either party, the defaulting party will have to pay interest wherever the same is provided in the Agreement without fail. For instance, if the Promoter fails to give

		<p>possession at the mentioned time, the Promoter will also pay interest at the said rate. The Allottee/s are advised not to seek interest waiver as the Promoter follows a strict policy and if there is any issue with regard to the calculation mistake please intimate the same and the Promoter will look into the same and rectify.</p> <p>You cannot get interest waiver since we also have to pay interest to the bank for development loan and we also have to pay you interest due to delay in possession so we will not be able to waive off interest if levied in your account due to late payment. The Allottee/s agrees to pay to the Promoter interest on all amounts including the Total consideration or any part thereof payable by the Allottee/s to the Promoter under the terms of this Agreement from the date of said amount becoming due and payable by the Allottee/s till the date of realization of such payment. The Allottee/s confirms that the payment of interest by the Allottee/s shall be without prejudice to the other rights and remedies of the Promoter and shall not constitute a waiver of the same.</p>
17.	<u>INSTALLATIONS</u>	<p>Installations such as Garbage vat etc., will be positioned within the project land as per the advice, plan and design of the Architect / Consultant. If the Allottee/s are in disagreement with the positioning of the installations, they may bring their own consultant to hold joint meetings with the Project Consultants and whatever be the final decision shall be acceptable to all. If any changes are required to be made, the additional cost will become part of common expenses.</p>
18.	<u>MUTATION AND ELECTRICITY METER</u>	<p>The Allottee/s shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Plot in the records of the concerned</p>

		<p>authorities within a period of 15(fifteen) days from the date of possession and shall keep the Owners and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non-fulfillment and/or non-observance of this obligation by the Allottee/s.</p> <p>Mutation of the Plot and obtaining electricity meter shall be the absolute responsibility of the Plot/ Owner and if required, the Promoter will only have an advisory role. The Promoter may appoint a consultant at reasonable cost to help the Plot/ Owners in these matters.</p> <p>(i) <u>For Electricity Connection</u></p> <p>The Promoter shall assign a fixed project wise outsource person who will coordinate with all Allottee/s for Electricity Connection process.</p> <p>Otherwise Allottee/s can follow the below mentioned process-</p> <p>Step – 1: To obtain the copy of the Possession letter of Plot from the Promoter.</p> <p>Step – 2: Allottee/s needs to go to the Electricity office and collect the Form for Electricity connection.</p> <p>Step – 3: Allottee/s needs to deposit the filled up form, photo copy of the KYC, 1 copy colour passport size photo, possession Letter of the Plot and necessary fees to the Electricity office.</p> <p>Step – 4: Allottee/s needs to clear the quotation which will be issued by the electricity office after depositing the above mentioned documents.</p> <p>Step – 5: After a stipulated time period from the quotation clearance, Electricity connection and meter will be provided by the Electricity office.</p> <p>(ii) <u>For Mutation</u></p>
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		<p>How will the mutation of Plot be done?</p> <p>The Promoter shall assign a fixed project wise outsource person who will coordinate with all Allottee/s for mutation process.</p> <p>Otherwise Allottee/s can follow the below mentioned process –</p> <p>Step – 1: Allottee/s to intimate to Panchayet about the details of Promoter.</p> <p>Step – 2: Panchayet will issue the Tax liability invoice</p> <p>Step – 3: Allottee/s to clear the demand and get the NOC from Panchayet.</p> <p>Step – 4: Allottee/s to get his Plot Conveyance Deed.</p> <p>Step – 5: Owner to apply the mutation at Panchayet along with copy of Deed and NOC for Tax with fees.</p> <p>Step –6: On the hearing date Allottee/s to be present with original documents for Mutation at Panchayet.</p>
19.	<u>NAME OF THE PROJECT</u>	<p>In the perception of the Promoter in a rare case in future there may arise the necessity to change the name of the PROJECT. In such cases the Allottee/s shall not object to change of name and if need be, the Promoter is prepared to comply with any legal requirement, if any, in this regard.</p> <p>The Allottee/s agrees and undertakes to cause the Association/FMC/ Promoter to ratify and confirm that the name of the Project shall not be changed without the prior written consent of the Promoter.</p>
20.	<u>RESTRICTED USE OF PROMOTERS NAME/MARK</u>	<p>The Allottee/s shall not use the name/mark of the Promoter in any form or manner , in any medium (real or virtual) , for any purpose or reason , save and except for the purpose of address of the Plot and if the Allottee/s does so the Allottee/s shall be liable to pay damages to also Promoter and shall further be liable for prosecution for use of such mark</p>

		of the Promoter
21.	<u>BOUNDARY WALL</u>	The Promoter will provide a well-constructed Boundary encircling the entire Project Land. Additional request from Allottee/s for affixing barbed wire on top of the Boundary wall will not be entertained by the Promoter as it affects the aesthetics. If the Association/FMC wants to affix the barbed wire it may do so at its cost.
22.	<u>MODUS FOR FORMING ASSOCIATION</u>	<p>(i) While the phase-wise developments are being carried out, the Promoter may progressively give possession of developed plots to the Allottee/s;</p> <p>(ii) A cluster of 9 plots, each cluster (continuous) will be created by promoter for ease of maintenance related discussion and decision ;</p> <p>(iii) Each cluster may nominate from amongst the Allottee/s 2 members who will be cluster representatives (they will be chosen by a democratic process);</p> <p>(iv) In this manner when possession of all the subsequent Clusters is given in the particular phase there will be more such representatives who can combine together to form an Association to supervise all the concerns in respect of the entire gated community</p> <p>(v) The Promoter may become a member of the Organisation and/or Association/FMC to the extent of all unsold and/or un-allotted plots,.</p> <p>(vi) The members of the Association/FMC will hold periodic meetings and advise the Promoter on their deliberations to enable the Promoter to administer the common purposes during the development period of other phases till completion of development of the entire plotted project and till association is formed and common area is handed over to Association, the promoter shall</p>

		<p>follow the advice of the Association/FMC as far as practicable;</p> <p>(vii) After the completion of the entire project the Promoter shall form the Association/FMC in order to monitor/ deal with affairs pertaining but not limited to the Common areas, amenities, facilities, utilities or any other subject matter in concern in respect of the entire gated community. Allottee/s At the time of agreement registration all buyers need to give power of attorney to promoter for formation of association</p>
23.	<u>MAINTENANCE SOP</u>	<p>i. When giving possession the Promoter shall form a sec 8 Company and open a Bank Account and FM company should be on board;</p> <p>ii. All deposits and maintenance related receipts will be received in sec 8 company or will be transferred to sec 8 company immediately on receipt;</p> <p>iii. Sec 8 company will maintain account of:</p> <p>(a) Day to day related activities and facilities</p> <p>(b) Regular payments and regular expenses including AMC</p> <p>iv. One more account of sec 8 company will be opened for maintaining non regular nature of expenses like repair, renovation, painting, replacement of facilities, equipments etc. In this account all sinking collections fund will be received or transferred and all expenses of irregular nature as defined above will be made;</p> <p>v. For both the purposes, the separate Bank Accounts as mentioned above will be maintained – one for regular items and the other for non-regular items and both the accounts shall have auto-swipe facility so that any surplus</p>

		<p>automatically gets transferred to FD.</p> <p>At year-end both the accounts will be prepared separately and presented to the maintenance committee. All accounting entries including receipts and payments will be done from site only through 'MY GATES 'NO BROKERHOOD' software etc. From day one 'MY GATES 'NO BROKERHOOD' software must be installed and all buyers /Allottee/s must get used to all features.</p>
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C. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

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

- (i) The execution and delivery of this Agreement and the performance of his/her /its obligations hereunder shall not (i) conflict with or result in a breach of the terms of any other contract or commitment to which he/she/it is a party or by which he/she/it is bound;
- (ii) Violate its memorandum of Association, articles of Association or bye laws or any other equivalent organizational document (if applicable)
- (iii) Conflict with or require any consent or approval under any judgment, order, writ, decree, permit or license to which he/she/it is bound or (iv) require the consent or approval of any other party to any contract, instrument or commitment to which he/she/it is a party or by which he/she/it is bound.
- (iv) There are no actions, suits or proceedings existing, pending or to his/its knowledge, threatened against or affecting him /her/it before any court, arbitrator or governmental authority or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect his/her/its ability to perform his/her/its obligations hereunder with his/her/its obligations under or in connection with this Agreement.
- (v) That he/she/it enters into this Agreement out of his/her/its own free will and without any coercion and after reviewing and understanding a draft of this Agreement and agrees that the obligations under this Agreement are valid and legal and binding on him/her/it in accordance with the terms hereof.
- (vi) His/her/its entry into this Agreement, and the exercise of his/her/its rights and performance of the compliance with his/her/its obligations under or in connection with this Agreement or any other documents entered into under or in connection with this Agreement, will constitute private and commercial acts done and performed for private and commercial purposes.
- (vii) The Allottee has the financial and other resources, to meet and comply with all his /her/its obligations under this Agreement, punctually and in a timely manner and that the Allottee , has not used and shall not use 'proceeds of crime' as defined in prevention of Money Laundering Act,2002, for making any payments hereunder.

- (viii) The Allottee shall observe, perform and fulfill the covenants, stipulations, restrictions and obligations required to be performed by the Allottee hereunder. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas of Frontyard and Backyard shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
- (ix) The Allottee agrees and confirms that the Promoter may fix an amount as 'liquidated damages' which the Allottee will be liable to pay if he causes any damage to the project area by committing breaches of the Agreement and such determination of Liquidated damages is a genuine /pre-estimate of the loss or damage that is likely to be suffered by the Promoter. The liquidated damages is also arrived at having regard to the cost of development, the cost of funds, raised by the Promoter , the ability or inability of the Company to resell the Plot, among others. The Allottee waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- (x) Save and except the information /disclosure contained herein the Allottee confirms and undertakes not to make any claim against Promoter or seek cancellation of the Plot/ or refund of the monies paid by the Allottee by reason of anything contained in other information /disclosure not forming part of this Agreement including but not limited to publicity material/advertisement published in any form or in any channel.
- (xi) The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Plot by concerned Authorities due to non payment by the Allottee of any taxes /outgoings etc payable to the concerned Authorities.
- (xii) The Allottee accepts the architect's certification of common architecture etc. and will not raise any issue as such.
- (xiii) Allottee is satisfied with Plot plan and will not complain regarding the said plan
- (xiv) Drainage drawing and other plans prepared by Consultants are acceptable to Allottee and Allottee will not raise any issues regarding the same.
- (xv) The Allottee has perused himself/herself/itself about all the rules, regulations and restrictions governing the Project and its common purposes and undertakes and declares that he/she/it is acquiring this Plot based on the various covenants, rules, regulations and restrictions contained in this Agreement.
- (xvi) The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Plot. Further, the Allottee(s) is aware that the Allottee(s) has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act 1961.

34. Under clause 1 above and to be read in continuation thereto new sub clause 1.1 as under:

1.1 COVENANT FOR SALE AND PURCHASE:

- A. The Promoter agrees to sell and the Allottee agrees to purchase the Plot on the

terms and conditions contained in this Agreement, subject to Allottee:

- (i) agreeing to pay within due dates the Other Charges and Deposits from time to time;
- (ii) agreeing to pay within due dates the Common Expenses from time to time;
- (iii) agreeing to abide by and adhere to the Common Rules herein from time to time; and
- (iv) agreeing to abide by, observe and perform the specific covenants, stipulations, restrictions and obligations contained in this Agreement. Cognizance will be given only to written and/or communication through electronic mail. All kinds of verbal communication shall be ignored as having no material consequence.

B. With regard to the application for the Plots made by the Allottee, the Allottee acknowledges that the Promoter has provided all the information and clarifications as required and the Allottee is fully satisfied with the same and the buyer has relied on his/her/its judgment and investigation in deciding to apply for allotment of the plot/unit and has not relied upon and/or is not influenced by any architect's plan, artist's impression, advertisement, representations, warranties, statements and estimates of any nature whatsoever, whether written or oral made by the Promoter or any selling agent /broker or otherwise including but not limited to any representations or statements that shall be considered to be a part of the application by the buyer and that the application made by the buyer is self-contained and complete in all respects.

35. Under clause 1 explanation (i) to (iv) above and to be read in continuation thereto new sub clause 1.2. as under:

1.2. PAYMENT OF TOTAL PRICE AND OTHER CHARGES

a. Total Price

- i. The Allottee shall make the payment of the Total Price as per the payment plan set out in **Schedule C**. The Promoter may from time to time raise demand as per Payment Schedule for payment of installments by issuing notices to the Allottee and the Allottee shall make the payments promptly within the time stipulated in such notices.
- ii. Besides the Total Price, the Allottee shall be required to pay certain other amounts as mentioned in the Payment Schedule and in Clause 46 herein ("**Other Charges and**

Deposits”) at such times as prescribed in the Payment Schedule or as may be demanded by the Promoter from time to time.

b. Prompt payment

The Promoter has informed the Allottee and the Allottee is aware that any default in payments would jeopardize the entire Project as well as expose the Promoter to financial losses and also affect the other Allottees and the completion of the Project.

c. Delayed payments

Any delay or default on the part of the Allottee to pay the amounts payable by him to the Promoter under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the Allottee and in event of such breach, the Promoter shall be entitled to charge interest for the period of delay.

36. Under clause 13 above and to be read in continuation thereto new sub clause 13.1 as under:

13.1. CLUB:-

A 'CLUB' / (A 'CLUB' (Club) type facilities as committed, shall be set up and for this purpose the Promoter may propose to develop a club house or community building (as the case may be) as part of the entire Project comprising of this phase and all the other phases including future phases, the location whereof may be changed by the Promoter who will also have the right to modify the location of the amenities and facilities at the Said Club and the ownership of the said club shall solely remain the Promoter's and the Allottee/s shall possess the mere usage rights on payment of applicable charges. The facilities of the Club would be such as be decided by Promoter the tentative description whereof is as given in the brochure and the location of the Club may be varied by the Promoter if required at the time of implementation but the facilities committed will not be curtailed. The Allottee/s and/or their nominee/s shall automatically be entitled to become member of the (so called) Club. It is however clarified that the Promoter shall be entitled to grant membership rights to such other persons as they may deem fit and the Allottee/s shall not object to the same. The (so called) Club will be run professionally and all members will be required to abide by the rules and regulations which will be framed by Promoter. The membership and the right to use the club facilities shall always be subject to payment

of charges and observance of regulations. The rights and obligations of the Allottee/s as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the facilities will be formulated by the Promoter or the Property Management Agency, as the case may be in due course and circulated to members before the Club is made operational. There may be changes in future to the terms which are presently circulated.

On failure of the Allottee/s to regularly pay the charges, subscription etc. in respect of the Club, the Promoter, Property Management Agency as the case may be, shall be entitled to restrict the Allottee/s entry to the Club and withdraw all the privileges.

If any Allottee/s becomes a member of the Club and in the event any Allottee/s leases or rents out his/her/its, bungalow after he constructs the same, it will be mandatory of such Allottee/s to notify the Club/ Maintenance In-charge of such leasing/renting. The Allottee/s will thereafter be barred from using the Club/ Common facilities till such time he/she/it is back in possession of the Plot and its Lessee/Tenant will be entitled to utilize the Club / Common facilities as per rules. The Allottee/s and the Lessee/Tenant both cannot be a member of the club simultaneously.

It is pertinent to note that the Allottee/s cannot rent out/lease the vacant plot to any other party. He can only do so in case he constructs a bungalow on the plot purchased by him.

Club Scheme: The detailed terms and conditions of membership and rules and regulations governing use of the Said Club / its facilities will be formulated in due course and circulated to the Allottee/s (Club Scheme) (1) The Allottee/s will be required to abide by the Club Scheme (2) Membership of the Said Club shall be open only to all Allottee/s of the Said Project land besides the Promoter and 100 members of the Promoter (3) Each Allottee/s, can opt for 1 (one) membership, irrespective of the number of Owners/Lessees of such Plot, (4) Membership is open only to individuals (i.e. no corporate membership) and if the Allottee/s is a body corporate, it will be required to nominate 1 (one) occupier of its Plot, who, for all purposes, shall be treated as the member of the Said Club (5) The Said Club can be used by the member and his/her immediate family who are permanently staying with the member such as spouse, children, parents, brothers and sisters [the names and details of such family, members have to be intimated by the Allottee/s to the Club

Manager as and when required by the Club Manager (6) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (7) in the event of sale/transfer of the Said Plot, , the membership will stand terminated and the new Owner/Lessee may be nominated/granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force (8) if an Allottee/s lets out his/her Plot , he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee/s and (9) the acceptance by the Allottee/s of these conditions and the Club Scheme shall be a condition precedent to completion of sale of the Said Plot .

The Allottee/s of the Project land, are required to pay one-time non-refundable Admission Fee / Charges and also monthly subscription charges for maintenance. Maintenance of Club / facilities which are common to the entire project will be proportionately paid by the Allottee/s from the date the Club and other facilities becomes operational either in full or in part as the case may be Allottee/s of every phase will be entitled to use the Club as and when they get possession (Maximum three months from Notice of Possession). Club Maintenance and other facilities Charges will be borne proportionately by all the Allottee/s who will get possession phase by phase till the entire Project is handed over to the apex body i.e., monthly club charges will be calculated on the basis of the following formula:

Sale of intoxicants and/or any other illegal goods will be strictly barred from being dealt from the said stores.

Club Recreation Facilities: The Club shall have the recreational facilities Fishing Deck, Pathway for jogging surrounding the lake, Lake side family park with seating, Barefoot Sensory Path, Senior Citizen's deck, Orchid Garden, Seating Deck with Barbeque Zone, Multisport Court, Roadside Seating, Transformer and services, Trash Zone and Any other facilities may be decided by the Promoter at their discretion.

These facilities may be changed by the Promoter if required at the time of implementation. The said Club will also be for the use of the various Plots/ Allottee/s and/or any person occupying through the respective Allottee/s /Lessee subject to getting membership and also subject to charges for use of Club facilities and such

terms and conditions and rules and regulations to be formulated in that regard by the Builder and also subject to making payment of the charges and monthly subscription charges which may be levied and/or imposed by the Promoter from time to time

If the Promoter has plans of developing leisure/entertainment activities in any natural water body within the Project land. While the Builder will exercise all care and take all precautions as per the guidelines of the architects and experts while putting/developing these activities, the Builder shall neither be held liable nor be responsible directly or indirectly for any illness/injury/accident/death/loss/damages of life/property to the Allottee/s any persons or their guests / visitors who use these activities.

Due to operation of any law or any statutory order, if a portion of the entire scheme is discontinued or truncated, then the Allottee/s affected by such discontinuation or truncation will have no right of compensation from the Builder.

The Allottee/s is aware that the Promoter is not in the business of or providing services proposed to be provided by the Service Providers such as cable operators, security services, electrical and telecom services etc. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance /non-performance or otherwise of these services provided by the respective Service Providers.

37. Under clause 4 above and to be read in continuation thereto new sub clause

4.1 as under:

4.1. FINANCE

Raising of finance by Promoter

The Promoter shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the Project Land and/or securitization of the receivables.

38. Under clause 7 above and to be read in continuation thereto new sub clause

7.7 as under:

7.7. POSSESSION OF THE PLOT

a. Mode of giving possession

The Promoter shall serve upon the Allottee a notice in writing ("**Possession**

Notice") to take over possession of the Plot within 30 (thirty) days ("**Possession Period**") from the date of the Possession Notice. It will not be necessary for the Promoter to complete the larger and/or the particular common areas and installations before giving such notice but shall be liable to complete the same within a reasonable time thereafter. Upon the Allottee complying with all provisions, formalities, documentation, etc. as may be prescribed by the Promoter in this regard and provided the Allottee is not in default of any of the terms and conditions of this Agreement, the Promoter shall give possession of the Plot to the Allottee on a date mutually agreed but within the Possession Period. It is understood that the Possession Date shall not be a date later than the date specified in clause 7.1 above.

b. **Deemed Possession**

It is understood by the Allottee that even if the Allottee fails to take possession of the Plot within the Possession Period, the Allottee shall be deemed to have taken possession on the 31st day from the date of Possession Notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Plot, will be deemed to be the Possession Date.

c. **Responsibilities**

On and from the Possession Date:

- i. The Plot shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
- ii. The Allottee shall become liable to pay the Maintenance Charges in respect of the Plot and the Common Areas and facilities on and from the Possession Date;
- iii. All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Plot shall be borne solely and exclusively by the Allottee, with effect from the Possession Date.

- iv. All other expenses necessary and incidental to the management and maintenance of the Project.
 - v. The Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee, the Promoter agrees to be liable, even after the transfer of the Plot, to pay such outgoings and penal charges, if any, to the authority concerned or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- d. **SANCTIONS AND APPROVALS TO BE OBTAINED BY THE ALLOTTEE**
- i. The Allottee shall on receipt of the Allotment Letter, prepare plans for development and construction on the Plot and submit such plan and all allied necessary documents to the Promoter for obtaining a No Objection Certificate (NOC) and upon receipt thereof the Allottee shall submit the same along with necessary fees and charges and all plans and relevant documents for approval to the Competent Authority for receiving sanction plans for construction on the Plot
 - ii. All efforts, cost and expenses, for obtaining all licences, permits, approvals, authorisations, exemptions, classifications, certificates, registrations, and similar documents or instruments that may required for setting up and operating the Plot shall be borne by the Allottee and he/she/it shall ensure that the same are valid and subsisting and have been complied with in all respect.
 - iii. The Allottee shall comply with all applicable laws, bye-law, rules, regulations, guidelines, directions, notifications applicable to the setting up and operating the Plot including planning and zoning regulations.
 - iv. The Allottee shall furnish to the Promoter from time to time, copies of all correspondences with any statutory authorities including but not limited to plans

submitted for approval, amendments recommended by the authorities, plans sanctioned by the authorities, approved drawings, occupation certificate and other related approvals pertaining to construction, completion and occupation of the building on the Plot.

- v. The Allottee shall develop and use the Plot strictly in accordance with the terms and conditions stated herein and the Hand Book/Development Control Regulations and the approved plans, consents and other permissions obtained by the Allottee from the competent authority(ies).
- vi. The Allottee shall use the Plot along with constructions made thereon as a single unit.
- vii. The Allottee shall at its own cost apply for and obtain from the relevant authorities electricity, water, gas and other connections for amenities/services required by it for the running of their property and shall also make any further deposits required for the same. The Promoter shall assist the Allottee in obtaining the same.
- viii. The Allottee shall be liable to pay to the suppliers, and keep the Promoter indemnified against, all charges for electricity, water, gas, communication and other services consumed or used at or in relation to the Project and must comply with the lawful requirements of the respective suppliers.
- ix. The Allottee shall not cause any activity in or about the property that may cause nuisance/annoyance of its neighbours or any of the other occupants of **Project** or damages or causes disruption to the usage of the utilities of the adjoining properties or in any manner interfere with the access to the adjoining properties or disrupts the amenities of any adjacent property.
- x. The Allottee shall not restrict the free passage and running of water, gas, soil, fuel, oil, electricity, telephone signals, fax, electronic mail, data, information, communications and other services to the adjoining properties or any other portions of **Project**.
- xi. The Promoter will continue to develop Project over a period of time in a manner as

deemed fit. The Allottee shall not ever raise any objection for carrying out any developmental/construction activities whether beside or near the property or anywhere in the Project Complex at any time in future nor make any claims for any damages on account of inconvenience, if any, which may be alleged to have been suffered by the Allottee due to any developmental/construction activities undertaken by the Promoter.

- xii. The Allottee shall be solely responsible to take steps to prevent any encroachment on the property and notify the Promoter of any such attempt made and not hold the Promoter responsible for the same in any manner.
- xiii. The Allottee shall not make any excavation in or upon any part of the property nor remove any earth therefrom except for the purposes of constructing on the Plot.
- xiv. The Allottee shall ensure and arrange at their/its own costs and efforts all precautionary measures as required to protect the their Plot and services on the adjacent plots/properties and the common infrastructure of Project Complex during construction of any building/ structure, laying of services in the Plot or in the event of any additional construction, alteration, modification as per approved plan and complying with all statutory guidelines thereon.
- xv. The Allottee shall be deemed to have acknowledged by acting in accordance with the Allotment Letter that for making the construction on the Plot fully functional the Allottee shall be responsible for bearing all expenses for construction and obtaining all the necessary permissions/consent from the competent authority(ies) for constructing on the Plot including sanction of plans from the relevant authorities;

e. **DEEMED POSSESSION**

It is understood by the Allottee that even if the Allottee fails to take possession of the Plot, within the date such possession is offered by the Promoter, the Allottee shall be deemed to have taken possession on the 15th day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Plot, will be deemed to be the deemed possession date (“Possession Date”).

On and from the Possession Date:

- (a) The Plot, shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
- (b) The Allottee shall pay to the Promoter, the Association or the Facility Manager as the case may be within 15(fifteen) days of the demand by the Promoter, Security Deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Plot
- (c) The Allottee shall become compulsorily liable to pay the Maintenance Charges including GST, if applicable in respect of the Plot and the Common Areas on and from 3 months from the deemed Possession Date regardless of whether the Allottee uses some of the facilities or not/taken physical possession or not .;
- (d) The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever regardless of whether the Allottee uses some of the facilities or not and in the event of any default the Allottee shall be liable to pay interest at the prescribed rate which at present is the Prime lending rate of SBI plus 2 % p.a. on the due amount and if such default shall continue for a period of two months then and in that event the Allottees shall not be entitled to avail of any of the facilities amenities and utilities provided in the Said Project and the Promoter/Facility Manager /Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
 - i) to be restricted from enjoyment of club facilities;
 - ii) to be restricted from using transport facility, i.e., toto facility
 - iii) to be restricted from garbage disposal services
 - iv) to be restricted from availing power back-up facility;
 - v) to be restricted from availing electro mechanical services i.e., Electrician, Plumber, Intercom Services; data services;
 - vi) to be prevented from giving his Plot / Building on plot on Leave & License or Tenancy;
 - vii) to be prevented from Booking of Community Hall/Banquet Hall;
 - viii) to be restricted from being a Committee member;
 - ix) to be subjected to restrictions on entry to servants.

- x) to be prevented from usage of the common facilities and amenities by the Allottee/s and also all persons claiming through him or her

If the arrears on this account exceeds a sum of Rs./- in such event the Promoter/Association as the case may be, shall have the right to take appropriate steps for putting up the Row House/Town House/ Plot on Sale and realize the arrears from the Sale Proceeds. Further, if Maintenance Charges of the Allottee remains outstanding any complaint made by the Allottee shall not be attended to by the Promoter. However Plot holder will be liable to pay the Maintenance Charges over the entire period of suspension till the Plot is sold by the Association and all arrears are clear. He will also be charged for interest @SBI PLR + 2% on the outstanding amount even during the period of suspension of service due to the above reason.

- (f) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Plot shall be borne solely and exclusively by the Allottee with effect from the Deemed Possession Date. Be it mentioned that the Incidental Charges, Extras and Deposits as per the terms of sale and provided in this Agreement are mutually fixed and non-negotiable and Allottees will not raise any issues in future in this regard and the Promoters and the Allottee agree not to dispute the same.
- (g) The Allottee shall become liable to pay interest on defaults and guarding charges on and from Deemed possession. The Promoter's time line for defect liability shall be counted from deemed Possession.
- (h) The Allottee is also liable to pay all other expenses necessary and incidental to the management and maintenance of the Project based on actual which may not appear to be justified in the eyes of the Plot holders.

39. Under clause 13 above and to be read in continuation thereto new sub clause 13.2 as under:

13.2. COMMON AREAS, FACILITIES AND AMENITIES

a. **Undivided interest**

The Allottee together with all other Allottees of Plots in the Project shall have only proportionate undivided variable and impartible interest and not any individual right in all common areas, amenities and facilities built or provided in the Project.

b. **Additions or replacements**

As and when any plant and machinery, including but not limited to, DG sets, sub-stations, pumps, or any other plant, machinery and/or equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all the Allottees in the Project on pro-rata basis as specified by the Promoter/Maintenance Company/Association. Upon completion, the Promoter/Maintenance Company/Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

40. Under clause 13 above and to be read in continuation thereto new sub clause 13.3 and 13.4 as under:

13.3. MAINTENANCE AND ASSOCIATION

- (a) The Promoter may manage and maintain the common parts and utilities of the Project by itself or may hand over these to the Maintenance Company for which all Allottees may be required to execute the Management Agreement with the Maintenance Company. Maintenance cost will be at actual for common amenities.

The general upkeep/ Maintenance of the individual units upon their construction shall be the responsibility of the concerned Allottee(s). The Allottee(s) must keep their Plot free from wild growth of grass, trees, shrubs etc. If neglected the Promoter or its nominee(s) , as the case may be may undertake suitable cleaning and upkeep operations of the Plot(s) at the cost of the concerned Allottee(s) after issuing the concerned Allottee(s) a 7(seven) day's advance notice in writing.

- (b) The Allottee shall only have the user right over the common/ open areas within the Project including the roads and other service areas etc. and the same will at all times belong to the Promoter or the Maintenance Company or any other body created by the Promoter. It is clarified that in case of repairs to be undertaken for such areas/ roads or other services, the Promoter or the Maintenance Company or such other body created for that purpose, will undertake the same and the cost for

the same shall be proportionately reimbursed by the Allottee.

- (c) Required AMC charge for all capital equipment as and when required will have to be paid by the Allottee.
- (d) For the enjoyment of the Common Areas and Facilities of the Project, the Allottees shall be liable to remit the proportionate charges therefor (hereinafter the "**Maintenance Charges**") as determined by and demanded by the Promoter or the Maintenance Company, as the case may be.
- (e) The Maintenance Charges shall be recovered on such estimated basis on monthly, quarterly or at such intervals as may be decided by the Promoter or the Maintenance Company, as the case may be, and adjusted against the expenses as determined. The estimates of the Promoter or the Maintenance Company, as the case may be, shall be final and binding on the Allottee. The Allottee shall pay the maintenance bills on or before their due dates as will be intimated to the Allottee.
- (f) In case any Allottee fails to pay any amount payable to the Maintenance Company:
 - i) The defaulter Allottee shall not be entitled to avail any maintenance services;
 - ii) Interest will become payable by the defaulter Allottee @SBI PLR + 2% per annum on the defaulted amount;
- (g) The unpaid amounts of the Maintenance Company shall also be a first charge on the property.
- (h) The Allottee agrees and undertakes that he/she/they shall join any association/society of owners as may be intimated by the Promoter; on behalf of owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The onus of forming an association/ society of owners will at all time be that of the Allottee /s.

13.4 Under Clause 13 above and to be read in continuation thereto as sub clause

13.1

After the possession the Allottee(s) shall permit and shall deemed to have granted a license to the Promoter and its surveyors and agents with or without workmen and others, including the Maintenance Agency at all reasonable times to enter into and upon the said Plot or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in the behalf and also for repairing of any part of the Plot. This still be also for the purpose of repairing maintaining, cleaning, lighting and keeping in other all

services, parts, etc. of other convenience in the Project and also for the purpose of laying, maintaining, repairing and restoring pipelines and electric wires and cables and for similar purposes. In case the Allottee(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Allottee(s). However, in case of exigency situations like fire short circuits leakages etc., the Allottee(s) authorize/s the Promoter and/or Maintenance Agency to enter into the said Plot to prevent any further damage to the other plots and the Project. In such a case the Promoter and/or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Plot as aforesaid.

41. Under clause 24 above and to be read in continuation thereto new sub clause 24.1 as under

24.1. COVENANTS OF THE ALLOTTEE

Residential use

- i) The Allottee shall not use the Plot or permit the same to be used for any purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.
- ii) The buyers herein have agreed to purchase the said plots on the expression of understanding that the aforesaid plots are a part of a gated community and it is extremely essential that the plots which will be developed, by the buyers of the plots, need to follow a commonly agreed rule which shall cover the issues like height of the building, type of the elevation, colour scheme, boundary wall, lines of the boundary wall, height of the boundary wall, overhead tank etc.
- iii) The layout plan of the proposed residential units shall confirm to the options prepared and shared by the Promoter.
- iv) The aforesaid restrictions shall cover the height of the construction, colour scheme, elevation, overhead tank etc.
- v) The plot buyer shall also adhere to the design and style including the colour, height and light of the boundary abutting the road and between the plots.
- vi) No plot buyer shall park their vehicles on the common road. All construction material should be on their own individual plot area at the time of construction of their individual units.

- vii) The Promoter shall also decide the type of trees and shrubs plantation and the Allottee/s shall choose amongst the provided list therein.
- viii) The Allottee/s shall not prepare any gumty, shop, enclosure or unit of any kind for any purpose around the boundary wall abutting the road.
- ix) It is pertinent to note herein that the side spaces of the plot purchased by the Allottee/s shall be kept open as has been provided in the plot plan.

42. Under clause 9 above and to be read in continuation thereto new sub clause 9.1 and 9.2. as under

9.1. ADDITIONAL EVENTS OF DEFAULTS AND CONSEQUENCES

All defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement and/or the Allotment Letter shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and not exhaustive:

- (i) Failure to make the payments within the date stipulated therefor in the Allotment Letter or in this Agreement of the Total Price, stamp duty, registration fee, legal expenses, any incidental charges, including, but not limited to, security deposit, deposits for bulk supply of electrical energy, taxes, as may be notified by the Promoter to the Allottee from time to time.
- (ii) Failure to execute and register the transfer deed or any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Promoter relating to the Plot. Failure to take possession of the Plot within the date stipulated by the Promoter in its notice for possession.
- (iii) Failure to execute the Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, or any increases in respect thereof, as demanded by the Promoter, its nominee, other Body or Association of Owners/Association of the Project.
- (iv) Failure, pursuant to a demand by the Promoter in terms of this Agreement, to become a member of the association of owners of the Project or to pay subscription charges etc. as may be required by the Promoter or the association of owners, as

the case may be.

- (v) Assignment of the Allotment Letter or any interest of the Allottee therein without prior written consent of the Promoter.
- (vi) Dishonour of any cheque(s) given by any Allottee for any reason whatsoever.
- (vii) Failure to abide with the Development Control Regulations/Hand Book.
- (viii) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertakings, affidavits, indemnities etc. or as demanded by the Promoter which in the opinion of the Promoter amounts to an event of default and the Allottee shall be bound to abide by the decision of the Promoter in this regard which shall be final and binding on the Allottee.

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

9.2. EXCEPTIONS –

- (i) the Promoter shall not be liable in case of the following:
 - a) defects caused or attributable to the Allottee(s) including by carrying out architectural changes from the original design attributes or using the premises other than for its intended purpose
 - b) defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
 - c) defects induced anyhow by failure of waterproofing system(s) of the common areas, amenities and facilities .
 - d) defects induced by Force Majeure situations, such as war, flood, act of God. explosions of any kind by terrorist etc.
 - e) defects occurring in the Plot or Plot that has undergone civil renovations.

In the event of any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned hereinabove) after the CAM Commencement Date, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee(s) and the Allottee(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses.

- f) equipments (including but not limited to transformers and gym equipment etc., which carry manufacturers guarantee for a limited period.
- g) fittings relating to plumbing, electrical, hardware etc having natural wear and tear.
- h) on account of any act or omission on the part of the Allottee or any Authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter.
- i) Any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

The Promoter shall obtain all such insurances, including but not limited to insurance of this Project including land and the cost of such Insurance till transfer of the Insurance in favor of the Association of Plot Owners shall form part of the common expenses proportionate share whereof shall be borne by the Allottees. After expiry of the Insurance the Association of Allottees shall be responsible for renewing the same.

- (j) It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or

repairs done by the Allottee(s) or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the allottee of flats should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the promoter should not be held as liable as default on its part under this clause. If any dues including Maintenance Charges remain outstanding Promoter will not entertain any complaint regarding defects.

Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Plot /phase and if the annual maintenance contracts are not done /renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Plot/ phase. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built keeping in mind the aforesaid agreed clauses of this Agreement.

43. Under clause 24 above and to be read in continuation thereto new sub clause

24.2 as under

24.2. MISCELANEOUS

- a. The Allottee hereby agrees for assignment of the Plot on the specific understanding that his/her/its right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Promoter/Maintenance Company (or Association) and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoter/Maintenance Company and/or Association from time to time.

- b. The Deed of Sale- of the Plot shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the Deed of Sale will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.
- c. **Development Control Regulations:**
The Allottees shall abide by the terms and conditions of the Development Control Regulations/ Hand Book to be issued by the Promoter to enable it to regulate the future developments of **Project Complex**. The Development Control Regulations shall at all times be considered a part of this Agreement and shall survive the transfer deed in respect of the property in favour of the Allottee. Any violation of this condition shall entitle the Promoter to seek remedies provided under this Agreement in cases of breach, non- payment, defaults etc.
- d. **Provisions of this Agreement applicable on the Allottee/subsequent Allottees**
It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.
- e. **Non-waiver**
Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- f. **Indemnity**
Each Party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of

whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of the provisions of this Agreement by the Indemnifying Party;
- iv. any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue;
- v. failure by the Indemnifying Party to fulfill its obligations under any applicable law; and

g. Jurisdiction

The Courts at Kolkata shall have exclusive jurisdiction.

44. Under Clause 1 and to be read after Clause 1.2 .1 as follows:

- 1.2.1. Intimation forwarded by Promoter to the Allottee that a particular stage of development is initiated and/or completed shall be sufficient proof that a particular stage is initiated or and/or completed and such proof shall be valid and binding upon the Allottee and the Allottee agrees to make payment accordingly. It shall not be obligatory on the part of the Promoter to send reminders regarding the payment to be made by the Allottee as per the payment schedule mentioned herein.
- 1.2.2 Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of a Plot, in the Project is not less than the Total Price payable by the Allottee under this Agreement.

45. Under Clause 1.6 new sub clauses (a) and (b) added as follows:

- (a) The Promoter may make such minor changes, additions or alterations in the Plans

as may be required as per the provisions of the Act due to some practical problems or some minor planning error or for some other minor practical consideration which does not materially affect the Plot in particular but shifting and altering the location of the common facilities and such other changes which are necessary due to architectural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee, the Promoter will be allowed to change and for that the Allottee gives his consent. Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Promoter do so for the reasons to be recorded in writing and in that case consent of allottees is deemed to be granted.

- (b) The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party in respect of the construction of the Common Areas, Amenities and facilities, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts /agreements) and upkeep of all the common areas, amenities and facilities provided by the Promoter, for which the Promoter shall not be liable after handing over to the Allottees.

46. After Clause 1.8(ii) (a) a new Clause (b) added as follows:

- (b) The right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided variable proportionate title in the common areas to the Allottees and the Proportionate user right share of the Allottee in the land and also user right in the common areas and such rights shall always be variable.

47. After Clause 1.9. to add new Clause 1.9.1

- 1.9.1 The Promoter may assess the probability of expansion of the Project all around the existing land and if there is the possibility of extension of land as future development land, may add such land to the existing Project.

48. Under Clause 1 to be inserted after Clause 1.11 as a Clause 1.12

1.12. SECURITIZATION OF TOTAL CONSIDERATION:

The Allottee hereby grants his irrevocable consent to the Promoter to securitize the total consideration and/or part thereof and the amounts receivable by the Promoter

hereunder and to assign to the banks /financial institutions the right to directly receive from the Allottee the Total Consideration and/or part thereof and/or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the total consideration to be paid by the Allottee for the Plot and any payment made by the Allottee to the Promoter or the Bank or the financial institution nominated by the Promoter in writing shall be treated as being towards fulfilment of the obligations of the Allottee under this Agreement to the extent of such payment.

49. Under Clause 2 above and to be read in continuation thereto new sub- clause (i), (ii), (iii) and (iv) as under:

- (i) In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, **SUBJECT HOWEVER** the Promoter being assured of all amounts being receivable for sale and transfer of the Plot and until all amounts payable hereunder have not been paid , the Promoter shall have a lien on the Plot to which the Allottee has no objection and hereby waives his right to raise any objection in that regard, and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
- (ii) The Allottee hereby expressly agrees that so long as the Loan and the total consideration remain unpaid /outstanding , the Allottee subject to the terms hereof , shall not sell , , transfer , let out and /or deal with the Plot in any manner whatsoever without obtaining prior written permission of the Promoter and/or the relevant banks/financial Institutions which have advanced the loan . The Promoter shall not be liable for any of the acts of omission or commission of the Allottee which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Allottee to inform the Apex Association about the lien/charge of such banks/financial institution and the Promoter shall not be responsible for the same in any manner whatsoever.
- (iii) Notwithstanding any arrangement between the Allottee(s) and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, value added tax, service tax, local body tax, works contract tax etc., remains un-paid/outstanding at any stage then

in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said Plot and/or the Premises for the un-paid/outstanding amount including interest thereon.

- (iv) The Allottee indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against all claims costs charges expenses damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any Bank /financial institution may initiate on account of the Loan or for the recovery of loan or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the Loan.

50. Under Clause 4 above and to be read in continuation thereto new Clauses 4.1 (a), to (e) as under:

It is clarified that the Allottee accords his/her/its irrevocable consent to the Promoter to appropriate any payment made by him/her/it, notwithstanding any communication to the contrary, in the following manner:

- (a) Firstly towards any cheque bouncing charge in case of dishonor of cheque which was earlier issued by the Allottee Rs.500/- + applicable GST for each case;
- (b) Secondly towards interest due on the date of payment;
- (c) Thirdly towards cost and expenses for enforcement of this Agreement and recovery of total consideration, dues and taxes payable in respect of the Plot or any other administrative or legal expenses incurred by the Promoter on account of delay in payment by the Allottee and consequential actions required that were required to be taken by the Promoter; and
- (d) Fourthly, towards outstanding dues including total consideration in respect of the Plot or under this Agreement.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Allottee, with regard to the order of appropriation of the payments shall be acceptable to the Promoter.

- (e) In addition to the Interest, in case of every instance of delayed payment either party shall be entitled to recover from the other party who is responsible for the delayed payment, all cost associated with the administrative actions related to follow-up and recovery of such delayed payment, which are estimated to be @SBI PLR + 2% of the amount of the delayed payment.

51. Under Clause 5 above and to be read in continuation thereto new Clauses (i) to Clause (ix) as under:

- (i) If the Promoter at any time during the Project execution finds itself in a situation which

prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest at the prescribed rate which at present is prime lending rate (PLR) of the State Bank of India plus two per cent (2%) p.a. It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) is issued by the Competent Authorities to signify 'Completion'. In those areas where a CC is not issued, in such areas the Completion Certificate issued by the Architect shall be deemed to signify 'Completion'.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of stage-wise development by the Promoter as provided in **Schedule C** ("Payment Plan").

- (ii) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 500/-+ applicable GST (Rupees Five Hundred only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.
- (iii) In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only subject to confirmation in writing by the third party that payment has been made by him on his behalf.
- (iv) If any part or portion of the Phase is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the

Allottee(s) affected by such discontinuation or abandonment will have no right of interest and compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s) .

- (v)** If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from development of the Project and/or transferring and disposing of the other Plot(s) in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs including marketing cost also, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- (vi)** Compensation for delay shall not be paid in the following events:

 - (a) For delay caused due to reasons beyond the control of the Promoter and/or its agents and/or any force majeure;
 - (b) For the period if the Allottee(s) commit/s any default and/ or breach of the terms and conditions contained herein including delay in payment of interest, and/or delay in payment of instalments;
 - (c) For the period from the date of receipt of completion certificate or any other certificate issued by the concerned authorities required for use of the said Plot till the actual handover of possession of the said Plot.
- (vii)** If the schedule of stage-wise development as contemplated herein is delayed, the Allottee shall make payment of the instalment due thereon only upon completion of such development. The Allottee undertakes that in the event the Promoter completes a stage of development earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation and objection. The Allottee clearly agreed and understood that the payment obligations of the Allottee is linked inter-alia to the progress of development and it is not a time linked plan. Allottee appreciates that time for payment of instalments shall always be essence of the agreement and upon the failure of the Allottee to pay the instalments on time as per the prescribed payment schedule, the Promoter will become entitled to terminate the allotment. Conversely, if the Promoter does not deliver on time, the Promoter will be liable to be penalised as described in Clause 7.6 above

- (viii) It is hereby clarified and recorded that the marketing agent(s) appointed by the Promoter for selling/ marketing of the Plots in this project shall not have any responsibility towards buyers of Plots nor there shall be any claim by the Allottees against the marketing agent(s) regarding any matter relating to sale/ transfer of the Plots in the project for delays in handover/ compromised quality etc. The marketing agent(s) can only be held responsible for the deficiency in the services and/or for any unauthorized and/or wrong information provided by them. The commitments and /or mutual covenants which are expressly stated in this Agreement are the only commitments and/or mutual covenants that shall bind the parties.
- (ix) The Promoter will not at its sole discretion, entertain any request for modification in the Plot Plan of the phases.

52. Under Clause 6 above and to be read in continuation thereto following new Clauses (i) to (vii):

- (i) The parties agree that the Promoter may make amendments in the plot plans and the Project as required for the execution of the Project or as may be directed by the Competent Authorities. This may include any change wherein the Promoter may, if permitted by the relevant Authorities transferring the development permissible on the larger property to any other property or transferring to the larger property the development permissible on the other property at any time prior to the conveyance of the Larger Property to the Apex Association. The Allottee gives his/her/its consent for such change provided such change shall not result in change in location of the Plot or cause reduction in the area in case a change is proposed which majorly impacts any of the aforesaid factor, separate written consent shall be obtained from the Allottee.
- (ii) On receiving modification, amendment or revision of the Plan, if any, issued by the Competent Authority with regard to Sanctioned Plan, Layout Plans, License, Permits or approvals for the Project the Promoter shall intimate the Allottees about the changes.
- (iii) The Promoter has opened a separate Account in Axis Bank Limited branch of Paddapur for the purpose as provided in sub-clause (D) of Clause (I) of Sub-Section (2) of Section 4 of the Real Estate (Regulations and Development) Act, 2016.
- (iv) The Allottee agrees that any additional development shall connect with all common parts and portions and other amenities and facilities of the said Phase/project. The

Allottee acknowledges that in the event of such changes being undertaken, the Allottee agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share (**user right**) in the common parts and portions.

- (v) The Promoter has annexed herewith the authenticated Sanction Plan for the development of Plots and construction of the Common Areas of the phase/project and so far as the Allottee's Plot is concerned, the Allottee undertakes to ultimately abide by the Plot Plans as approved by the Sanctioning Authorities. The authenticated copy of Location Plan of the Plot, agreed to be purchased by the Allottee is annexed hereto and marked **Annexure-A**
- (vi) The Promoter will have the right to decide which Phase/ Phases to develop first. The landscape and green areas will only be available on completion of the entirety of the Project as the same may be utilized for development activities during the development period. All the plots may not be developed simultaneously. The Project will be completed in various development phases/slabs and availability of common amenities, facilities, services will be dependent on the development phasing and planning as may be decided by the Promoter.
- (vii) After handing over possession of the current project/phase, if the market conditions deteriorate or the title of the Owners of the land comprised in the subsequent projects/phases is found to be defective the promoter may be forced to restructure the other sanctioned / non - sanctioned phases out of the entire Project and even consider abandonment of development of further phases but without curtailing the facilities and specifications committed by the Promoter to the Allottee and also delivery within the committed time.

53. Under Clause 7.1 above and to be read in continuation thereto following new Clauses (i) to (ix) added:

- (i) The right of the Allottee shall remain restricted to the respective Plot and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Plot, or space and/or any other portions of the Project .
- (ii) That the allottee's right at all the times shall be limited to the Plot and the Association's right at all times shall be limited to the Common Area, and the Allottee and the Association shall neither have nor claim any manner of right, title and/or interest over or in respect of any other part or portion of any other areas, i.e. areas

and facilities falling outside the Project/Phase, save and except the right to use and enjoy the Specified Project Facilities that are made available by the Promoter at its sole and absolute discretion for the common use of the Co-Buyers or Co-Occupiers of the Plots/Phase/ Project, and the remaining part and portion of the project shall not form a part of the declaration to be filed with the concerned competent authority in accordance with Applicable Laws;

- (iii) That the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "Outgoings") related to the Plot on and from the Possession Date. However, so long as the Plot is separately assessed for the municipal taxes, rates, levies, surcharge, and other outgoings, the Allottee shall be liable to and will pay his/her / its proportionate outgoings attributable to the Plot to the Promoter/Association/ the Facility Management Company; as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas and the Specified Project Facilities on the basis of bills to be raised by the Promoter, Association, the FMC or the Property Management agency, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;
- (iv) That the Allottee shall grant, and shall ensure that the Association shall grant, to the Promoter, the owner, The FMC, Association and the Co-Buyers and/or Co-Occupiers of the Project and all their successors-in-interest/ title unfettered and perpetual easement over, under and above all Common Areas.
- (v) That the Allottee shall Co-operate with the other Co-Buyers and/or Co- Occupiers of the Project, the Promoter, the Association, the FMC as the case may be, in the management and maintenance of the Plot, Common areas and the Promoter, and shall abide by the directions and decisions the Promoter, the Association, the FMC, as the case may be, as may be made from time to time in the best interest of the Plot in the Project. That the Allottee shall abide by and observe at all times the regulations framed by the Promoter, the Association, the FMC, as the case may be, from time to time for peaceful use and enjoyment management and maintenance of the Plot, the Promoter, shall abide by all Applicable Laws;
- (vi) That the Allottee shall pay to the Promoter, the Association, the FMC and/or the as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities of the Project, that has been caused by the negligence and/or willful act of the Allottee and/or any occupier of the Plot and/or

family members, guests or servants of the Allottee or such other occupiers of the Plot or people acting on their behalf. The Allottee shall not have any manner of right, title or interest of the Specified Project, save and except the right to use and enjoy / receive certain common services of/from the said Specified Project Facilities, subject to the timely payment of the Maintenance Charges;

REGARDING ASSOCIATION AND MAINTENANCE:

- (vii) The proportionate Maintenance Charges to the Promoter, Association, the FMC, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter, Association, the FMC as the case may be, failing which the Promoter, , Association, the FMC, as the case may be, shall be entitled to take such action as it may deem fit. The common Charges and Expenses shall be proportionately divided amongst the Co- Buyer and/or Co-Occupiers of the Project, in a manner as may be decided by the Promoter, Association, FMC, as the case may be, from time to time in this regards.
- (viii) The Allottee shall have the right to use Facilities in Common Areas and the Co-Occupiers of the Project. It is hereby clarified that the right of the Allottee to use the Common Areas and the Specified Facilities shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses and maintenance charges determined and thereafter billed by the Promoter, Association, the FMC as the case may be, and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoter, Association, FMC, as the case may be, from time to time
- (xi) The Management, maintenance and administration of all Specified Facilities shall at all times be monitored and supervised by a management company set up or appointed by the Promoter ('FMC').

54. Under Clause 5 above and to be read in continuation thereto following new Clause (5.1) added:

- 5.1. The Promoter has provided to the Allottee a time schedule for development progress based on the milestones on which payment is due. The dates provided are only tentative and for the purpose of dealing with contractors and will also make efforts to complete various stages as per the time schedule upto completion of the Project and all other above mentioned development works but the Promoter knows there will definitely be delays in the timelines provided and in some cases it can finish early

also but the Promoter assures the Allottee that the Project will be completed within the 'Completion date' provided hereinabove and accordingly tentative dates are mentioned in the payment plan.

55. Under Clause 13 above and to be read in continuation thereto following new Clause 13.1, 13.2, 13.3 added:

13.1. Schedule for possession of the Common Amenities:

- (a) The Promoter herein is developing the said land which consists of various phases having common amenities and the development of the said common amenities will be completed in due course only after completion of development of all the phases on the said land. The Promoter assures to hand over possession of the said common amenities progressively on completion of each phase. The Allottee herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Plot on the ground of non-completion of aforesaid common amenities if the said Plot, has received the Completion Certificate and the non-completion of the aforesaid common amenities does not affect his use or occupation of his Plot and he can construct his building on the Said Plot. However, if the Promoter is not allowed by the Allottee or any person on his behalf to complete the remaining portion of the work, it shall be deemed to have been done as and against the Promoter and the Allottee shall be liable to indemnify the Promoter for any losses which the Promoter may suffer for such acts of the Allottee. From the date of Notice of Possession the Allottee shall become liable to pay Property tax and/or after 15 days of the notice of possession of the Plot, the Allottee shall be liable to bear and pay the proportionate share (i.e in proportion to the area of the Plot) of common expenses and outgoings in respect of the project land namely local taxes, betterment charges or such other levies by the concerned authority and/or Government water charges, and after 90 days to start payment of Maintenance charges and all other expenses necessary and incidental to the management and maintenance of the project. The amounts so paid and/or Deposits made on this account to the Promoter shall not carry any interest and such Deposit shall remain with the Promoter and the same shall be handed over to the Apex body/Federation on completion of the entire Project after deducting Maintenance Charges incurred by the Promoter in that account and also showing the outstanding dues of the occupants.

- (b) Within 18 months from the date of CC in respect of the entire Project, the Company shall execute a Deed of Conveyance in favour of the Apex Body in respect of the Plot subject to the right of the Promoter (i) to dispose of unsold Plots, if any and receive the entire consideration amount and outstanding dues from the allottee; and (ii) to use all internal roads and all the facilities, amenities and services for such future (and / or) ongoing development or otherwise.
- (c) The Allottee hereby agrees and undertakes that the Allottee along with other Plot holders in the Association shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Plot Conveyance and Association Property are transferred to the Apex.
- (d) It is further clarified that save and except the rights agreed to be conferred upon the Allottee and/ or the Apex body, no other rights are contemplated or intended or agreed to be conferred upon the Allottee or the Apex body, in respect to the Plot/Common areas and in this regard the Allottee for himself and the Apex body, waives all his rights and claims and undertakes not to claim and cause the Ultimate Organisation and / or Federation not to claim any such right in respect of the Common areas.

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

- (i) The Allottee hereby agrees to purchase the Plot, on the specific understanding that his/ her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/ her obligations in respect of the terms and conditions specified by the Promoter/maintenance agency or the association of allottees from time to time.
- (ii) Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto and also the **RESERVED RIGHTS**, specifically mentioned in the **SCHEDULE- E** hereunder. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Promoter shall be entitled to among others to the following rights and interest in respect thereof:
 - (iii) To make developments, addition or alteration in any part of the said Project/ Phase in accordance with law and to use and connect all common installations facilities and

utilities at said Phase for and to all such development, addition or alteration.

13.3. THE PROMOTER HAS THE RIGHT-

- a) To develop and utilize the open space or spaces surrounding the plot or otherwise at the said entire project land and the Promoter shall have the full free unfettered and exclusive right to make at any time any new or further development fully and in all manner as permissible under the law and in such a situation the proportionate share of the Allottee in the land and/or in the common areas or facilities shall stand varied accordingly. All the Allottees shall be deemed to have given their consent to such development by Promoter
- b) To establish and grant any facilities thereat or there from to one or more occupants of the Plot
- c) To develop, transfer and/or alienate any other portion of the Phase including its segments, or any portion of land thereof.
- d) Since the entire project including future phases is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Allottees of the subsequent phases the right of easement over, along and through the pathways, passages roads lying within or passing through the earlier phases including this project/ phase.
- e) The Promoter will have the liberty to change the direction of infrastructure services which may be required by Promoter to utilize areas in adjoining phases/projects.

56. Under Clause 7.3 above and to be read in continuation thereto sub-clauses (i) to (iii) as under:

- (i) The Allottee, after making necessary payments, must not fail to take actual physical possession of the Plot, within a period of not more than 15 days from the date of Notice of possession, failing which the Allottee shall become liable to pay the Guarding Charges of Rs.2500/- p.m. + GST and all other losses suffered on this Account. The Allottee shall be liable to bear and pay and/or contribute proportionately the outgoings in respect of the Project land namely all Municipal rates, taxes and 90 days from completion /CC all other Common charges and all other common expenses necessary and incidental to the management and maintenance of the project land Plot. Physical possession of the Plot shall be withheld if all dues are not cleared by the Allottee. Be it noted that all the liabilities of paying Guarding Charges, Maintenance, Taxes and other charges will commence from the Notice of Possession and the Allottee cannot avoid taking possession or payment of the abovementioned expenses under any circumstances on the ground that physical possession was not

taken or on the pretext of any defect since the Promoter is undertaking to repair developmental defects upto five years from the date of Possession/Deemed possession.

- (ii) It is hereby agreed by the Parties that upon receipt of CC for the said Plot, the Allottee shall not be entitled to terminate this Agreement. Further, if the Allottee fails or neglects to take possession of the Plot within the aforementioned time then the Promoter shall also be entitled along with other rights under this Agreement to cancel the allotment and forfeit 10% of the consideration along with interest on default in payment of instalments (if any), applicable taxes and any other administrative charges /amounts, Stamp Duty and registration charges on Deed of Cancellation and any subvention cost (if the Allottee has opted for subvention plan) .
- (iii) Until the Maintenance body is formed and common areas is transferred to it, the Allottee shall pay to the Promoter such proportionate share of the Common expenses and outgoings as may be determined.

57. Under Clause 7.5 above and to be read in continuation thereto sub-clauses (i) to (ix) as under:

- (i) In case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Plot, to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The balance amount of money to be paid to the Allottee after the aforesaid deductions shall subject to clause 7.5(iii) below be returned by the promoter to the Allottee after selling the Plot to a new Allottee within 45 days of such cancellation. Once the said plot is resold to any other allottee and subject to allottee executing necessary document for revocation of the Sale Agreement executed by him/her with the Promoter for allotment/purchase of plot and pay/borne all cost for execution and registration of that revocation document.

The following further amounts shall also be forfeited:

- (a) Total interest accrued on account of the delay/ default in payment of any Instalments and other charges as per the Payment Schedule calculated till the date of the cancellation/ termination letter;
- (b) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) under this Agreement;

- (c) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature,
- (d) All amounts equivalent to any subvention cost if the Allottee(s) has opted for subvention plan, benefits, discounts, rebate, concession, gift card white goods (inclusive of taxes) etc. granted to the Allottee(s) by the Promoter in respect of the booking of the Allottee(s) irrespective of whether such benefits have been utilized by the Allottee(s) until the date of cancellation of the said Plot;
- (ii) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee(s);
- (iii) All outgoings, deposit and other charges as specified in **Schedule C** paid/to be paid till the date of issuance of the cancellation/termination letter including amounts towards formation of Organization/ Apex Organisation (as may be applicable);
- (iv) Administrative charges and/or such amounts incurred towards insurance by the Promoter in respect of the booking of the Plot;
- (v) Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of the Plot, in the Project is not less than the Total Price payable by the Allottee under this Agreement.
- (vi) The Allottee is aware that various Allottees have chosen to buy Plots(s) in the Project with the assurance that the conduct of all the users of the Project shall be appropriate and in line with high standards of social behavior. Similarly, the Promoter has agreed to sell the Plots to Allottees on the premise that the Allottee shall conduct himself in a reasonable manner and shall not cause any damage to the reputation or bring disrepute to or cause nuisance to any of the other Allottees. Any Allottee who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.

- (vii) The Promoter shall have the right to terminate this Agreement only in the following circumstances:
- (a) Non-payment: If Allottee is in default of any of his/her/its obligations under this Agreement including (not limited to) making payment of all due amounts as per Schedule of Payments in the manner prescribed in this Agreement and upon such failure the Promoter may issue Notice of Termination.
 - (b) Attempt to Defame: The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project or the Promoter or its representatives and in such cases the Promoter shall without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Notice of Termination.
- (viii) Upon cancellation or termination of this Agreement in accordance with the terms hereof, this Agreement shall stand cancelled /terminated automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Plot or the Project land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Plot and/or any part or portion thereof, in any manner whatsoever. The effect of such cancellation shall be binding and conclusive on the Parties.
- (ix) Notwithstanding anything to the contrary stated herein, it is hereby clarified that upon termination or cancellation of this Agreement for any reason whatsoever , the Parties hereto shall execute and register a deed of cancellation for the same before the concerned Sub-Registrar, as and when intimated by the Promoter, at the Allottee's cost and expenses. In the event the Allottee fails or refuses to execute and/or register such deed of cancellation within a period of 30 days for any reason whatsoever, the Allottee shall further be liable to pay to the Promoter an additional amount equivalent to 10% of the total price as damages. In such event, the Allottee hereby agrees that the Promoter shall have the right to forfeit an additional amount equivalent to such damages, prior to making refund /return to the Allottee under this Agreement. The Allottee hereby agrees to do all such acts or execute all such other documents, including but not limited to, executing and registering powers of attorney in favor of the Promoter or its nominee in such form or in such manner as the Promoter may specify, at the cost and expense of the Allottee.

58a Under Clause 9 above to be added as a new paragraph:

The Allottee shall pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving electricity or any other service connection to the Plot.

58b After 51 clause above to add sub-clauses as under:

The promoter may cancel the allotment of the plot made in favour of the allottee and upon handing over the original of this agreement duly cancelled and executing and registering the cancellation deed with the jurisdictional sub-register, refund the money paid to him by the allottee by deducting the booking amount, brokerage and the interest liabilities and this agreement shall thereupon stand terminated.

When cancellation may be ordered:

- (i) Any person against whom a written instrument is voidable and who has reasonable apprehension that such instrument, if left outstanding may cause serious injury, may sue to have it adjudged void or voidable; and the Court may in its discretion, so adjudge it and order it to be delivered up and cancelled.
- (ii) If the instrument has been registered under the Indian Registration Act, 1908 (16 of 1908), the Court shall also send a copy of its decree to those whose office the instrument has been so registered and such officer shall note on the copy of the instrument contained in his books the fact of its cancellation.
- (iii) The authority, in exercise of its power under section-11 (5) of the RERA Act, is and has been empowered to declare the termination of agreement of sale by the promoter is valid and lawful and therefore, the Authority ought to have directed the sub-register concerned to make necessary entry in their records for deletion of encumbrances on the property (subject matter of the complaint).

59. Under Clause 10 above and to be read in continuation thereto sub-clauses (i), (ii), (iii) and (iv) as under:

- (i) The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Plot, without the consent in writing of the Promoter **PROVIDED HOWEVER** after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Plot, for which no further consent of the Promoter shall

be required. All the provisions contained herein and the obligations arising hereunder shall equally be applicable to and enforceable against any subsequent Allottees of the Plot in case of a transfer, as the said obligations go along with the Plot, for all intents and purposes.

- (ii) **NOMINATION**: If prior to execution of the conveyance, the Allottee(s) nominates his/their booked Plot, unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so after first notifying the Promoter about his intention and disclose the proposed transferees details and obtain the permission of the Promoter after payment of @SBI PLR + 2% of the value of the Plot. However the Allottee/s shall not be entitled to transfer/assign his/her/their interest in the Plot in favor of any third party unless (i) 50(Fifty) percent of the sale consideration has already been paid and (ii) a term of 12 months have elapsed from the date of issuance of Allotment letter whichever is later.. Upon nomination, the Transferee will be compulsorily required to register the Agreement for sale /nomination agreement. Provided that if the nomination takes place after the registration of the Agreement for Sale by the first Allottee(i.e Transferor), nomination shall be permitted simultaneous with the execution and registration of the Cancellation/Nomination Agreement and all charges and expenses relating to which shall be borne by the Allottee. In case of nomination, the property taxes leviable by the municipal authorities with regard to the Plot from the date of CC / Partial CC shall be paid by the Transferee only. Further, it is provided that the Maintenance Charges till the date of nomination shall be payable by the Transferor and thereafter by the Transferee only. If any Maintenance charges or any other charges which was payable by the Transferor remains pending/outstanding same shall be paid by the Transferee only.
- (iii) The Allottee shall pay a sum calculated @ 2% of the Total Price or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the

highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. The Allottee(s) shall not assign, transfer, lease, sell, alienate, gift or part with possession of the said Plot, without taking 'No Dues Certificate' from Promoter and/or the Maintenance Agency regarding the maintenance charges payable for the Services.

- (iv) The Promoter shall, within three months of registration of the Federation/apex body of the Societies or **Plot Owners Association**, as aforesaid after obtaining completion certificate of the last phase shall cause to be transferred to the Federation/apex body/Maintenance body all the right title and the interest of the Vendor /Lessor/Original Owner/Promoter and/or the Owners in the Project Landon which plots are developed.

60. Under Clause 16 above and to be read in continuation thereto sub-clauses as under:

BINDINGS IMPOSED ON PLOT BUYERS:

The plot buyer agrees to the below noted rules and regulations which shall be as follows: -

- a) The Allottee hereby agrees and undertakes to choose and finalize the Bungalow Plan exclusively from amongst the plan options provided by the Promoter, and shall not alter, modify, or deviate from the selected plan.
- b) The Promoter shall be solely responsible for sanctioning the approved building plan from the competent authority for the construction of the building on the said Project Land by the Allottee, and the same shall be sanctioned and issued in the name of the Promoter, in compliance with applicable laws.
- c) The aforesaid restrictions shall cover the height of the construction, colour scheme, elevation, overhead tank etc.
- d) The plot buyer shall also adhere to the design and style including the colour, height and light of the boundary abutting the road and between the plots.
- e) No plot buyer shall park their vehicles on the common road. All construction material should be on their own individual plot area at the time of construction of their individual units.
- f) The Promoter shall also decide the type of trees and shrubs plantation and the Allottee/s shall choose amongst the provided list therein.

- g) The Allottee/s shall not prepare any gumty, shop, enclosure or unit of any kind for any purpose around the boundary wall abutting the road.

It is pertinent to note herein that the side spaces of the plot purchased by the Allottee/s shall be kept open as has been provided in the plot plan.

61. Under Clause 6 above and to be read in continuation thereto following new Clause 6.1

- 6.1. The Promoter undertakes to provide, in respect of the said plot, fencing with tie beam, a main plot entrance gate, plot number and name plate, and to carry out leveling of the plot in compliance with applicable laws.

62. Under Clause 9 above and to be read in continuation thereto following new Clause 9.1.

- 9.1. In the event of any default in payment of the Maintenance Charges the Allottee shall be liable for payment of interest at prime lending rate of State Bank Of India plus two per cent p.a. on amounts outstanding and if such default shall continue for a period of two months the Promoter or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented.
- (a) to the discontinuance of services;
 - (b) to be restricted from enjoyment of club facilities;
 - (c) to be restricted from use of transport facility i.e toto service;
 - (d) to be restricted from garbage disposal services
 - (e) to be restricted from Power back-up facility; if any;
 - (f) to be restricted from Electro mechanical services i.e Electrician, Plumber, Intercom Services, data services;
 - (g) to be prevented from giving his Plot on Leave& License or Tenancy;
 - (h) to be prevented from Booking of Community Hall/Banquet Hall;
 - (i) to be restricted from being a Committee member;
 - (j) to be subjected to Restrictions on entry to servants.
 - (k) The Allottee will not be permitted to use any of the facilities and/or utilities in the Common areas in case the Allottee breaches any of the provisions herein till such time the breach continues.
 - (l) Promoter or the Association shall become entitled to all rents accruing from such Plot, if the Plot, has been let out and/or is under tenancy and/or lease.

- (m) The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Plot, or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.
- (n) Any sale/transfer of the Plot after this time shall require written approval from the Apex body (and till such time that the Apex body is formed, the Promoter) and payment of administrative charges as communicated by the Promoter or Apex body (as the case may be) to ensure that the inherent nature of the Project is not compromised by bringing in any member who does not subscribe to the guidelines by laws and/or objectives of the Organization Any document for sale/transfer/lease etc. which is entered into by the Allottee(s) with any prospective buyer, without obtaining written approval of the Organization (and till such time that the Apex body is formed, the Promoter), shall not be valid and not binding on the Organization and/or the Company, as the case may be.
- (o) In the event of sale and transfer of the Plot, the Promoter or the Association as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon. Entry to new Plot will be withheld if the realizations continue to remain in arrears. During subsistence of arrears transfer or assignment of the Plot will also be restricted and will be treated as illegal and void transfer.

63. Under Clause 19 above and to be read in continuation thereto sub-clauses added as under:

- (i) The Promoter shall take the following steps to enable formation of an Association of Allottees under section 11(4) (e) of RERA:-
 - a) The Promoter shall submit an application to the Competent Authority for registration of the Association of Allottees as a society under the West Bengal Apartment Ownership Act 1972 (as applicable to the state of West Bengal), within three months from the date on which the Completion certificate in respect of such entire project including all the future phases is issued and a minimum of fifty one per cent of the total Allottees in such a project have taken possession and the Promoter has received the full consideration from such Allottees. All the Allottees on payment of full consideration shall become members of such Association of Allottees formed by the Promoter.

- b) Until such Association is formed the Promoter shall be entitled to cause an Ad-hoc committee of the Plot Owners to be formed and the initial members of the said Ad-hoc Committee shall be such of the Plot Owners who may be nominated and/or selected by the Promoter. The Allottee grants all powers to the Promoter and/or to its nominee for all matters related to and/or connected with the formation of the Plot Owners Association. The Allottee undertakes to join the Association and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The detailed constitution and rules of the Association and/or the Committees as the case may be, shall be such as be decided by Promoter till Promoter is in charge and thereafter by majority of its members subject however to the terms herein contained. Each Phase / Project will form its own Association. If the Allottee sells and/or disposes of his Plot, he will have to notify to the Promoter/Association the name of the transferee and his address. Similarly, the Transferee on his part shall after fulfilling the formalities as provided in the West Bengal Plot Ownership Act notify the Promoter/Association about his ownership or interest as the case may be, of the Plot in question.
- c) Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 17, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any Plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottees without any restriction or entry of the Plot and development of common areas. Provided further that, in such case, the Promoter shall be permitted the entry of premises of the Plot and Common Areas to also discharge his obligations under provision of these presents.
- d) The Promoter shall at an appropriate time notify the detailed scheme of formation of the Plot Owners' Association to the Allottees so as to enable them to constitute/form such Owners Association as per local law .The Allottee shall at the time of signing this agreement or anytime there after take steps to provide specific power of attorney for formation of the Plot Owners' Association.
- e) Since this is a large piece of land, where completion and handover of possession is phase-wise the property means Plot, common areas and facilities of the particular phase and such demarcation of land excluding the facilities and parts which are in other phases reserved by the Promoter is clearly stated herein.
- f) In case two or more adjacent contiguous phases intend to form a single Association as per decision of the Promoter, property means the common areas and facilities of

all such Phases and combined, sharing of common facilities or arrangement in any or all phases shall always deemed to be a Facility Sharing arrangement.

- g) There will be one Mother/Apex Association comprising of all the phases/projects of the Project as envisaged by the Promoter. Till such time the Plot Owners Mother Association is formed and the Maintenance of all the Plots/Phases are handed over to the mother/apex Association, the Promoter shall look after the Maintenance in place and stead of the Mother Association. The Promoter shall by itself or through its nominated agency maintain the entire Common areas and Facilities of the entire Project upto a maximum of 3 (three) months from the Deemed date of Possession of Plots of the last phase of the entire Project including future phases or as per local law. This period shall be the interim maintenance period.
- h) On completion of the Development of entire project in all respect, a notice will be given to the Association to take Handover within 90 days. If the handover is not taken by the allottees within this period, the Promoter will charge Supervision Charges @ Rs 0.50 P per sq. ft. per month or 15% of the CAM expenses as fees, whichever is less , from the allottees from the expiry of 90 days till the period handover is taken by the Allottees /Association. If the Association does not take hand over of the common purposes even after 180 days from the date of Notice in such event the Promoter shall no longer be liable or responsible inter alia for the Common purposes and any of the obligations pertaining to the same, which shall be deemed to stand vested in the Association on and from such date but so long as the Promoter continues to provide the services it will be entitled to the supervision charge of 15%.
- i) Upon formation of the Plot Owners Association all the separate AD-HOC committees shall merge with it and there will be one consolidated Plot Owners Association in terms of Section 3 of the Said Bye-Laws which provides that in respect of each property there shall be an association and each plot owner of such property shall be a member of such association. At the time of agreement registration all buyers need to give power of attorney to promoter for formation of association of the entire project including future phases. In case of Joint Owners the name of the allottee which appears first shall be entitled to be a member of the Association. In the event that Allottee is a minor, the local guardian of such minor shall becomes a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.

- j) Maintenance and Common Purposes of the entire project including future phases, shall vest with the Maintenance Body under the overall guidance and control of the Association which will also be governed by a body of elected representatives.
- k) In all matters of taking decision or of forming and applying and relaxing the Rules and regulations, the decision of the Governing Body of the Association shall be final and binding on the respective Applicants/Allottees and also on the Maintenance Bodies.
 - i. In no event the Allottees shall be entitled to make any other Association, Body or Organization save as stated above.
 - ii. The Allottees, the Office Bearers of the Associations and the Office Bearers of the Maintenance Body shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation and to do all necessary acts deeds and things.
 - iii. The Promoter shall not in any manner be responsible and liable for maintenance of the common areas and facilities of the project after handing over its charge to the Mother / Apex Association.–
 - iv. Without prejudice to the above, the Association may appoint a Maintenance In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Phases or any part or portion thereof and for taking the responsibility of:-

64. Under Clause 33 new sub clauses inserted before the existing clause as under:

- i. The Allottee(s) can refer his grievances to the Post Sales Executive (PSE) for this project with necessary supporting papers and documents (“First Level Escalation). PSE shall endeavor to satisfactorily resolve such grievance/s within two weeks (or such extended period duly recorded in written communication by either party/s of receipt of such formal communication of grievance (with necessary supporting papers and documents) from the Allottee.
- ii. In the event the PSE does not reply to the Allottee(s) within two weeks from the date of escalation to the PSE and/or if the Allottee(s) is not satisfied with the response and resolutions received and proposed from such PSE, he shall refer the matter to Post Sales Head (PSH) as the “Second Level Escalation”.
- iii. In the event the PSH does not reply to the Customer/s within three weeks from the date of escalation to **PSH** and/ or if the Allottee(s) is not satisfied with the response

and resolutions received and proposed from the PSH, he shall have the option to escalate to the **Director** as the "**Third Level Escalation**".

- iv. In the event the Director does not reply to the Customer/s within two weeks from the date of escalation or if the Allottee(s) is not satisfied with the response and resolutions received and proposed from the Director, he shall have the option to refer his grievance to the Competent Authority.
- v. Once either party decides to refer a grievance to the Competent Authority for resolution, he can write an email with details of their grievances and issues with necessary supporting papers and documents and remedy/ prayer sought from other party. Such Competent Authority shall be conducted by an independent professional third party/person/body, who is at arms' length relationship with both the Parties. The ombudsman proceedings shall be held in Kolkata only. The proceedings shall be conducted in English language, Costs and expenses for such ombudsman process is mentioned in the Competent Authority Policy framed by the Promoter and displayed at its website.

SCHEDULE - A (PART -I)
(PHASE I – EARLIER PHASE)

All That the pieces and parcel of land containing an area of **394.461 decimal** equivalent to **238.65 Cottahs** or **11.93 Bigha** be the same a little more or less situate lying at Various R.S / L.R Dags 353, 355, 356, 357, 358, 359, 360 as described below under Mouza – Sultanpur, J.L. No. 16, Police Station Baruipur, under Mallickpur Gram Panchayat in the District of South 24 Parganas, Pin – 700145 and Various R.S/ L.R Dags 255, 256 as described below under Mouza – Beralia, J.L. No. 17, Police Station Baruipur, under Mallickpur Gram Panchayat in the District of South 24 Parganas, Pin – 700145.

RAM NARESH AGARWAL

SL. NO.	MOUZA	R.S/L.R. DAG NO.	KHATIAN NO	LAND AREA PURCHASED	DEED NO.	DEED DATE
1.	SULTANPUR	353	2007	22	4986/2023	06/06/2023

TOTAL LAND

22 decimal

DELMON REALTY LLP

SL. NO.	MOUZA	R.S/L.R. DAG NO.	KHATIAN NO	LAND AREA PURCHASED	DEED NO.	DEED DATE
1.	SULTANPUR	355	2297	50	6631/2022	30/06/2022
2	SULTANPUR	356	2297	41	6631/2022	30/06/2022

3.	SULTANPUR	360	2297	34	6631/2022	30/06/2022
TOTAL LAND				125 decimal		

SAMUNDAR RETAILS PRIVATE LIMITED

SL. NO.	MOUZA	R.S/L.R. DAG NO.	KHATIAN NO	LAND AREA PURCHASED	DEED NO.	DEED DATE
1.	SULTANPUR	357	1645	5.87	0927/2015	03.02.2015
2.	SULTANPUR	357	1589	13.88	0929/2015	03.02.2015
3.	SULTANPUR	357	1645	2.12	0929/2015	03.02.2015
4.	SULTANPUR	357	1645	13.891	1328/2015	13.02.2015
5.	SULTANPUR	357	1586	3.2	4344/2015	22.05.2015
6.	SULTANPUR	357	1645	4.8	8115/2015	29.09.2015
7.	SULTANPUR	357	2018	20	2267/2018	09.04.2018
8.	SULTANPUR	358	1585	26	0928/2015	03.02.2015
9.	SULTANPUR	359	1533	10	6758/2014	27.08.2014
10.	SULTANPUR	359	1533	10	6759/2014	27.08.2014
11.	SULTANPUR	359	1533	10	6760/2014	27.08.2014
12.	SULTANPUR	359	1533	10	6761/2014	27.08.2014
13.	SULTANPUR	359	1533	10	6762/2014	27.08.2014
14.	SULTANPUR	359	1533	10	6763/2014	27.08.2014
15.	SULTANPUR	359	1533	10	6766/2014	27.08.2014
16.	SULTANPUR	359	1533	1	6792/2014	27.08.2014
TOTAL LAND				160.761 decimal		

**It is pertinent to mention that 1.904 decimal in Dag No. 357 (Deed No. 9418/2016) constitute additional land shown as purchased through devolution of title; however, such land has no physical existence on the ground.

RIDDHIMAN SHOPPERS PRIVATE LIMITED

SL. NO.	MOUZA	R.S/L.R. DAG NO.	KHATIAN NO	LAND AREA PURCHASED	DEED NO.	DEED DATE
1.	SULTANPUR	360	1532	18.18	0945/2015	06.02.2015
2.	SULTANPUR	360	1536	6.61	0561/2015	22.01.2015
TOTAL LAND				24.79 decimal		

SILVERLING REALTY LLP

SL. NO.	MOUZA	R.S/L.R. DAG NO.	KHATIAN NO	LAND AREA PURCHASED	DEED NO.	DEED DATE
1.	BERALIA	255	1682	2.51	4343/2015	22.05.2015
2.	BERALIA	255	1682	19.4	5024/2015	11.06.2015
3.	BERALIA	256	2343	10	6764/2014	27.08.2014
4.	BERALIA	256	2343	10	6765/2014	27.08.2014

TOTAL LAND**41.91 decimal**

**It is pertinent to mention that 1 decimal in Dag No. 356 (Deed No. 6791/2014) constitute additional land shown as purchased through devolution of title; however, such land has no physical existence on the ground.

VINOD KUMAR AGARWAL

SL. NO.	MOUZA	R.S/L.R. DAG NO.	KHATIAN NO	LAND AREA PURCHASED	DEED NO.	DEED DATE
1.	BERALIA	256	2062	20	2677/2016	15.03.2016

TOTAL LAND**20 decimal****SCHEDULE – A (PART –II)****(PHASE 2 – PROJECT LAND)**

All That the pieces and parcel of land containing an area of **467.991 decimal** equivalent to **283.13 Cottahs** or **14.16 Bigha** be the same a little more or less situate lying at Various R.S / L.R Dags 127, 128, 128/834, 129, 130, 131, 132, 223, 202, 217, 218, 219, 220, 221, 223, 226, 227, 228, 352, 353 as described below under Mouza – Sultanpur, J.L. No. 16, Police Station Baruipur, under Mallickpur Gram Panchayat in the District of South 24 Parganas, Pin – 700145.

ANGELICA REALTY LLP

SL. NO	MOUZA	DAG NO. RS / LR	KHATIAN NO.	LAND AREA PURCHASED	DEED NO.	DEED DATE
1	SULTANPUR	127	2008	25	7174/2015	14-08-2015
2	SULTANPUR	128	1547	7.626	4177/2015	21-05-2015
3	SULTANPUR	128/ 834	1547	10	0315/2015	15-01-2015
4	SULTANPUR	129	2008	8	7177/2015	14-08-2015
5	SULTANPUR	130	2008	6	7176/2015	14-08-2015
6	SULTANPUR	131	2008	7.305	4158/2015	21-05-2015
7	SULTANPUR	131	2008	7	4342/2015	22-05-2015

8	SULTANPUR	131	2008	1.88	2523/2017	04-12-2017
9	SULTANPUR	132	1547	9.93	0314/2015	13-01-2015
10	SULTANPUR	132	1547	5.50	0316/2015	15-01-2015
11	SULTANPUR	223	2008	1.50	7175/2015	14-08-2015

TOTAL LAND**89.741 Decimal****SILVERBELL REALTY LLP**

SL. NO	MOUZA	DAG NO. RS/ LR	KHATIAN NO.	LAND AREA PURCHASED	DEED NO.	DEED DATE
1	SULTANPUR	127	2395	13	8264/2019	23-12-2019
2	SULTANPUR	128	2395	1.66	8727/2023	04-10-2023
3	SULTANPUR	128	2598	0.35	0600/2024	16-01-2024
4	SULTANPUR	131	2395	1.41	7957/2023	12-09-2023
5	SULTANPUR	129	2395	4	8264/2019	23-12-2019
6	SULTANPUR	130	2395	3	8264/2019	23-12-2019
7	SULTANPUR	218	2395	5	8264/2019	23-12-2019
8	SULTANPUR	221	2383	1	8264/2019	23-12-2019
9	SULTANPUR	223	2395	0.75	8264/2019	23-12-2019
10	SULTANPUR	352	1538	2	0559/2015	22-01-2015
11	SULTANPUR	352	2395	4.47	8726/2023	04-10-2023
12	SULTANPUR	202	2598	0.53	0600/2024	16-01-2024

TOTAL LAND**37.17 Decimal**

**It is pertinent to mention that 0.66 decimal in Dag No. 128 (Deed No. 7956/2023), 0.66 decimal in Dag No. 128 (Deed No. 7957/2023), 0.67 decimal in Dag No. 131 (Deed No. 7956/2023), 0.84 decimal in Dag No. 352 (Deed No. 7956/2023), and 0.50 decimal in Dag No. 352 (Deed No. 7957/2023) constitute additional land shown as purchased through devolution of title; however, such land has no physical existence on the ground.

RAM NARESH AGARWAL

SL. NO	MOUZA	DAG NO. RS / LR	KHATIAN NO.	LAND AREA PURCHASED	DEED NO.	DEED DATE
1	SULTANPUR	127	2007	12.5	6536/2016	26-07-2016
2	SULTANPUR	129	2007	4	6536/2016	26-07-2016
3	SULTANPUR	130	2007	3	6536/2016	26-07-2016
4	SULTANPUR	223	2007	0.75	6536/2016	26-07-2016

5	SULTANPUR	353	2007	7	4986/2023	06-06-2023
TOTAL LAND				27.25 Decimal		

ALOKE KUMAR SINGHANIA

SL. NO.	MOUZA	DAG RS / LR	KHATIAN NO.	LAND AREA PURCHASED	DEED NO.	DEED DATE
1	SULTANPUR	202	1537	4	0317/2015	15-01-2015
2	SULTANPUR	217	2383	74	1015/2017	27-01-2017
3	SULTANPUR	218	2383	9	7181/2015	14-08-2015
4	SULTANPUR	218	2383	4.5	6398/2016	26-07-2016
5	SULTANPUR	221	2395	1	6398/2016	26-07-2016
6	SULTANPUR	220	1537	20	0362/2015	16-01-2015
7	SULTANPUR	220	1537	39.33	4689/2015	06-09-2015
8	SULTANPUR	221	2383	2	7173/2015	14-08-2015
TOTAL LAND				153.83 Decimal		

VATSAL S SHAH

SL. NO	MOUZA	DAG NO. RS / LR	KHATIAN NO.	LAND AREA PURCHASED	DEED NO.	DEED DATE
1	SULTANPUR	219	2471	34	1013/2017	27.01.2017
TOTAL LAND				34 Decimal		

DHRUV V SHAH

SL. NO	MOUZA	DAG RS/ LR	KHATIAN NO.	LAND AREA PURCHASED	DEED NO.	DEED DATE
1	SULTANPUR	219	2472	17	1407/2017	03.02.2017
TOTAL LAND				17 Decimal		

KUNAL FOUNDATION PRIVATE LIMITED

SL. NO	MOUZA	DAG RS / LR	KHATIAN NO.	LAND AREA PURCHASED	DEED NO.	DEED DATE
1	SULTANPUR	226	1730	28.66	7678/2016	14-09-2016

2	SULTANPUR	227	1730	28	8281/2016	10-04-2016
3	SULTANPUR	228	1730	34	8282/2016	10-04-2016
TOTAL LAND				90.66 Decimal		

RIDDHIMAN SHOPPERS PRIVATE LIMITED

SL. NO	MOUZA	DAG RS / LR	KHATIAN NO.	LAND AREA PURCHASED	DEED NO.	DEED DATE
1	SULTANPUR	226	1532	14.34	9334/2016	22-12-2016
TOTAL LAND				14.34 Decimal		

STAR PROJECTS INFRASTRUCTURE PRIVATE LIMITED

SL. NO	MOUZA	DAG RS / LR	KHATIAN NO.	LAND AREA PURCHASED	DEED NO.	DEED DATE
1	SULTANPUR	352	2475	1.96	5259/2024	18/06/2024
2	SULTANPUR	352	2475	2.04	15284/2024	19/11/2024
TOTAL LAND				4 Decimal		

THE SCHEDULE – B ABOVE REFERRED TO
(PLOT TO BE DEVELOPED ON THE LAND)

ALL THAT the Plot No..... admeasuring **square feet** more or less demarcated in the location Plan showing the Allotted Plot marked in RED border is annexed hereto and marked as **Annexure - A** land butted and bounded in the manner herein and pro rata share in the common areas (User Right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities appertaining to the Plot in the **Phase 2** of the Project named “**Anu Bhoomi, Phase - 2**” development on the **Schedule–A** Land.

Butted and bounded:

<u>Boundary</u>			
<u>North</u>	<u>South</u>	<u>East</u>	<u>West</u>

THE SCHEDULE – C ABOVE REFERRED TO

The price of the said Plot is Rs. _____/- (Rupees _____) only and additionally, Total Extra Charges of Rs. _____/- (Rupees _____)

_____) only and Deposits will also become payable as per the Table provided and annexed hereto:

Description	Rate per square feet (in INR)	Amount (in INR)
Plot Price:		
a) Cost of Plot	Rs._____-/- per sq. ft.	Rs._____-/-
b) Plot Development Charges	Rs._____-/- per sq. ft.	Rs._____-/-
c) Preferred location charges	Rs._____-/- per sq. ft.	Rs._____-/-
Total		Rs._____-/-
Add: GST		Rs._____-/-
Total Price including GST		Rs._____-/-

EXTRA CHARGES AND DEPOSITS

Facilities and Extra charges:	Rate per square feet / Plot (in INR)	Amount (in INR)
a) Club charges	Rs.70/- per sq.ft.	Rs._____-/-
b) Legal Charges	Rs.10,000/-per Plot	Rs.10000/-
c) Transformer and Electrical Charges	Rs.2,00,000/- per Plot	Rs.200000/-
d) Formation of Association charges	Rs.5,000/- per Plot	Rs.5000/-
e) Sinking Fund	Rs.15,000/- per Plot	Rs.15000/-
Total		Rs._____-/-
Add: GST		Rs._____-/-
Total Extra Charges including GST		Rs._____-/-

II.DEPOSITS		
1	Electricity Deposit	At actuals payable to WBSEDCL

2	Sinking Fund	<p>A sum of Rs. 15,000/- per plot for 2 years, i.e., (Rs. 625/- per month multiplied by 24 months) under the head of Sinking Fund initially. Out of the said amount, 50% of the value will be adjusted with maintenance charges.</p> <p>It is pertinent to note that the balance amount will be kept deposited with the Promoter and only on handing over maintenance to the Association/ FMC without any interest.</p>
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Stamp Duty & Registration Fee	At applicable rate on the Agreement value or Market value (whichever is higher) as per the valuation generated at the time of Registration.
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(PAYMENT PLAN)

On EOI	Rs.50,000 + GST
On Booking letter	10% of (Plot Basic Cost & Development charges, PLC, Transformer and Electric charges, Club Membership) + GST, less EOI (Rs.50000) + GST
On Agreement	{10% of (Plot Basic Cost & Development charges, PLC, Transformer and Electric charges, Club Membership) + 50% of Legal charges} + GST
On Commencement of Approach Road to plot – (Before Laying Paver Blocks)	20% of (Plot Basic Cost & Development charges, PLC, Transformer and Electric charges, Club Membership) + GST
On Commencement of Levelling of plot	20% of (Plot Basic Cost & Development charges, PLC, Transformer and Electric charges, Club Membership) + GST
On Commencement of Fencing of plot	20% of (Plot Basic Cost & Development charges, PLC, Transformer and Electric charges, Club Membership) + GST
On Handover of the Plot / Possession	{20% of (Plot Basic Cost & Development charges, PLC, Transformer and Electric charges, Club Membership) + 50% of Legal charges + 100% of Association Formation} + GST

	+ 100% Sinking Fund
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THE SCHEDULE – D ABOVE REFERRED TO
(THE COMMON AREA/Common Parts, Amenities & Facilities)
All phases combinedly

1. Fishing Deck,
2. Pathway for jogging surrounding the lake,
3. Lake side family park with seating,
4. Barefoot Sensory Path,
5. Senior Citizen's deck,
6. Orchid Garden,
7. Seating Area,
8. Forest Trail,
9. Multisport Court,
10. Roadside Seating,
11. Fountain with Seating Area,
12. Kids' Zone/ Play/ Park with Seating,
13. Puja Celebration Area,
14. Cricket Arena with Net
15. Seating Deck with BBQ Zone
16. Flower Gardens,
17. Butterfly Garden
18. Badminton Court,
19. Green Wall with Fountain
20. Transformer & Services
21. Trash Zone
22. Guest Parking

Any other facilities may be decided by the Promoter at their discretion.

THE CLUB FACILITIES

1. Chess/ Dart
2. Table tennis

3. Carrom & Pool
4. Swimming Pool
5. Yoga & Meditation
6. Indoor Gaming
7. Banquet/ Community Hall for parties & Functions

Any other facilities may be decided by the Promoter at their discretion.

2. Unless otherwise indicated herein and in addition to these mentioned in the common portions like land, pipes, ducts and cables situated within the area whether over or under the land of the service zone shall be deemed to be common to the Allottee/s of all the segments and those that are inside the Project land including its boundary walls and/or fences, water body etc. shall be deemed to be common Portion only of the Project land and common to its Allottee/s.
3. The Promoter reserves the right to alter the above scheme or any of the items mentioned as so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

THE SCHEDULE- E ABOVE REFERRED TO
(RESERVED RIGHTS)

The Promoter will be entitled to following reciprocal easements and other reserved rights as provided hereunder:

- (1) The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the Project land and through any structures of a similar use or nature that may at any time be constructed in, on over or under the plot/ project land.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter, in its sole discretion deems necessary or appropriate.
- (3) The right of easement for ingress and egress over through across such streets, walks, paths, and other rights of way serving the plot and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the

latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.

- (4) The right to gift and/or transfer by any other means any small part or portion of the Plot within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to project shall be provided like electricity, water, gas, cable, internet, telephone etc.
- (5) Until the sale and transfer of all the Plots the Vendor shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Vendor to market the Plot and also the right to place signs in and around the common areas for marketing.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables (Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Promoter/Association/FMC and all persons authorized by it at reasonable times and on reasonable notice to enter the demised plot for Carrying out work for which the Promoter/ Association/ FMC is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee/s will give immediate access.
- (8) The right of support, shelter and protection which each portion of the Plot gives to other parts of the Plot.
- (9) The right and liberty at any time to make any new amendments in accordance with sanctioned plan such manner as the Promoter may think fit and proper.
- (10) The Promoter shall have the right at all times to refuse access to any person or persons Plot may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Project land and Plot Occupiers.
- (11) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required through under or over the Premises
- (12) The Promoter shall retain for itself , its successors and assigns including all of the Allottee/s, a non-exclusive easement for ingress and egress over, through and across such, walks, paths, and other rights of way serving the Plots and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto,

provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.

- (13) The Promoter shall have the right in perpetuity free of any charges for putting up signage and hoardings including neon sign of its name as well as of its products on the common roof and the wall surfaces within the Project.
- (14) All unsold plots, areas and spaces including guest parking spaces shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold plots till such time they are sold.
- (15) The Promoter shall without any reference to the or the association/FMC, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or un-allotted plots and spaces therein as it deems fit. The Promoter shall be entitled to enter into separate agreements with Allottee/s of different plots on terms and conditions decided by the Promoter in its sole discretion. The Allottee/s and Association/FMC shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever.
- (16) The right to assign or transfer by way of lease, mortgage, sale or otherwise in whole or in part, its rights and obligations in respect of the Plots.
- (17) The right to create security on the Project land together with the said plot by availing loans/financial assistance /credit facilities from Banks/financial institutions. The Promoter shall be entitled to sign mortgage deeds, loan agreements and other documentation and do all other acts for securing project finance.
- (18) Notwithstanding any other term of this Agreement, the Allottee/s hereby authorizes and permits the Promoter to raise finance/loan from any institution / company/ bank by any mode or manner by way of charge/ mortgage/ securitization of the Project land / Plot or the land underneath or the receivables, subject to the condition that the Plot, shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee/s.

THE SCHEDULE- F ABOVE REFERRED TO
(REGULATIONS AND RESTRICTIONS USER RULES)

As from the date of possession of the said Plot, the Allottee/s agrees and covenants:-

1. To co-operate with the other Allottee/s and the Promoter in the management and maintenance of the Plot.

2. To observe the rules framed from time to time by the Promoter including those relating to possession policy and permissible changes policy of the Promoter and upon the formation of the Association by such Association and/or by the FMC, post its appointment by the promoter. The covenants agreed herein to the Promoter shall mean and include towards Association also, as and when applicable.
3. To use the said Plot for residential purposes and not for other purposes whatsoever without the consent in writing of the Promoter/ Association/ FMC.
4. To allow the Promoter with or without workmen to enter into the said Plot for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Allottee/s.
5. Not to do anything or prevent the Promoter from making further or additional developments notwithstanding any temporary disruption in the Allottee/s enjoyment of the said Plot.
6. To maintain or remain responsible for the safety of the said plot and refrain from conducting any act/acts which would directly affect the plot or its adjoining Allottee/s has the effect of affecting the safety of the plot and also not to store or bring and allow to be stored or brought in the said plot any goods of hazardous or combustible nature or which are of such a nature that affects the neighboring Allottee/s.
7. Not to do or cause anything to be done in or around the said Plot which may cause or tend to cause or tantamount to cause or effect any damage to any part of the said plot or adjacent Plot or in any manner interfere with the use and rights and enjoyment thereof of any open passages or amenities available for common use.
8. The Allottee/s shall ensure that the key common areas of the said plot viz., entrance garden, play areas, are maintained to the highest standards with regular cleaning and maintenance. The Allottee/s shall further ensure that refurbishing /major overhaul is done every 5 years, starting from date of offer of possession.
9. Not to damage, demolish or cause to damage or demolish the said Plot or any part thereof or commit or permit to be caused any alteration or changes in the pipes, and/or any other fixtures or fittings serving any of the common areas, amenities, facilities or any portion of the gated community or which may cause damage to any other portion of the plot in any manner.
10. Not affix or draw any wire, cable, pipe from, to or through any of the common portions or other parts, without approval of the Promoter/ Association/FMC.
11. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Plot or cause increased premium to be payable in respect thereof if the plot is insured.

12. Not claim any right of pre-emption or otherwise regarding any of the other Plots or any portion and/or the project.
13. Not to use the said Plot or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other plot holders of the other portions of the said plot or plots or occupiers of the neighboring premises.
14. Similarly, shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kuccha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
15. Not to park car on the pathway or open spaces of the Project land or at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Promoter/Association/ FMC, as the case may be.
16. Not to let out, mortgage or give on rent or transfer the right to use independently and separately of the Plot.
20. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place as be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his Plot.
21. The occupants of the Plots shall ensure that no garbage shall be permitted to accumulate in any exposed area and always to keep the same neat and tidy and well maintained and to use it as a well decorated space.
22. Not to bring in any contractor or any labour or mason of his own so long as the said phase is not handed over by the Promoter.
23. Watchman, driver, domestic servants or any other person employed by the Allottee/s or his Agents shall not be allowed to sleep or squat in the common passage, garden or any common areas.
24. The Allottee/s must submit photographs of their employee and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.

25. Visitors cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
26. The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
27. Any work men temporarily employed by any Allottee/s will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the plot shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the Allottee/s and not to carry out any such work during the continuance of Board examinations. Subject to the aforesaid restrictions all such work has to be done with the consent of the Promoter or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Promoter or the Association/ FMC as the case may be.
28. The Allottee/s and their visitors shall not litter/spit in the common areas especially betel juice and tobacco products and the Promoter / Association / FMC will be competent to impose fine on the offenders.
29. Drinking alcoholic drinks in the common areas of the Project will be strictly prohibited.
30. All visitors to the respective Plots will be filtered at the entrance and permitted entry only on proper authorization from the Plot owner.
31. No sign, notice or advertisement shall be inscribed or exposed on plot except such as shall have been approved by the Promoter nor shall anything be projected out on the Plot without similar approval.
32. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
33. Not to use the Club House or any other covered spaces for celebrating the festival of Holi except that the Allottee/s shall be entitled to celebrate Holi in the space as may be designated for such purpose PROVIDED HOWEVER such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
34. To carry out all interiors and/or decorations during the approved time without creating any annoyance or disturbance to the other Owners and/or occupiers.
35. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers/other workmen who may be employed by the Allottee/s and upon employing such domestic help to give relevant information of such domestic help to the local Police station/Association/FMC.

36. To remain fully responsible for any pets which may be kept by the Allottee/s and in no event shall dogs and other pets be permitted on elevators or in any of the common portions of the plots unless accompanied and to ensure that the same are immunized and kept on leash and the concerned Allottee/s shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Allottee/s shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge.
37. Other than what has been provided by the Promoter not to have nor create any place of worship in any common part or portion of the Project land. However, the Allottee/s will be entitled to celebrate festivals such as Durga Puja etc., and for this purpose may set up temporary pandals at the single common earmarked place only and the Allottee/s/ss under no circumstances shall be permitted to organize such activities at any other place within the Project land.
38. Not to use the Plot or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business in the opinion of the Maintenance In Charge.
39. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Plot nor to permit or suffered to be done into or upon the Plot or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
40. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project land.
41. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
42. The Allottee/s agrees and acknowledges that the Promoter shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right title interest in the unsold plots and the Allottee/s shall not object to or impede the sale of any unsold stock such as Plot/ car or two wheeler parking space to any other person and/or persons as the Promoter in their absolute discretion may deem fit and proper without requiring any consent of the Allottee/s. In case the Allottee/s directly or indirectly breaches this undertaking, he shall be liable to pay appropriate damages to the Promoter.
43. The Allottee/s hereby agrees and undertakes to not, in any manner , impede and to prevent to the best of his ability , all other Allottee/s of the Plot(s) from impeding the ability

of the Promoter or its representatives to enter into the plot and /or the Project land or the Common areas for the purpose of showing any unsold plots to prospective purchasers or brokers and/or showing the project to investors or other 3rd parties and, or, in general for any marketing, promotional Photography or other legitimate purposes of the Promoter. In case the Allottee/s directly or indirectly breaches this undertaking he shall be liable to pay an amount equivalent to 0.5 per cent of the Total consideration of his/ their the Plot for every day till the time such breach continues the charge will be payable within 15 days from the receipt of a written notice from the Promoter and the Promoter shall have alien over the Plot for such amount till payment in full is made.

44. The Purchaser hereby agrees and acknowledges that at the time of handover to the FMC/ Association, the Promoter shall earmark certain parking spaces for use by such unsold plots or as may be advised by the Promoter and the Allottee/s hereby agrees and shall cause the FMC/ Association to ensure that these car parking spaces are kept available for use by Promoter/the buyers of the unsold Plots.
45. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Plot or the said Project land including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the other Plot(s). The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Bakra eid, Eid etc. shall not be done or permitted within the said Project land and the Allottee/s shall strictly abide by maintaining such rule/restriction. The Allottee/s of all caste, creed and religion shall be bound by this.
46. Pay such further deposits/sinking fund contributions as required by the Promoter / FMC / Association time to time for the common purpose and to keep the Project one of the Best in the world.
47. The common areas of the project land should be kept clean at all times and care should be taken not to litter with any kind of rubbish thrown here and there and keep it dirt-free.
48. No games or sporting activities are allowed which may cause damage to the plots, to the landscaped gardens and the common facilities of the Project land.
49. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas and the Allottee/s shall not trespass or allow any person to trespass over lawns and green plants within the Project.
50. No bills shall be stuck anywhere on the plot or in any place within the Project.

51. No cooking will be allowed in the Common areas and by the Allottee/s, any staff, servant, worker or anybody else except the places designated for the same by the Promoter or the Maintenance Body (FMC) or the Association.
52. Electrical fitting can only be made within underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
53. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any.
54. The Promoter or Maintenance Body (FMC) or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
55. The Promoter, Maintenance Body (FMC) or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Allottee/s fit-out and Maintenance process so as to ensure that.
 - (i) The fit-out works are carried out in accordance with the approved plans;
 - (ii) The Fit-Out works are in compliance with the guidelines as framed by the Promoter/Maintenance Body (FMC) /Association.
 - (iii) The Allottee/s shall reimburse the Association/FMC for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities, such repairing or replacing being required to be effected due to any damage caused by such Allottee/s in respect of the common areas and facilities.
 - (iv) All Plots, except those specifically meant for non-residential purpose shall be used for residential purpose only.
56. Every Allottee/s shall, undertake and complete all maintenance and repair work within his own Plot, which if delayed, is likely to affect the property concerned, wholly or in part, and the Allottee/s will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Promoter/Association/FMC.
57. Each Owner shall keep such Plot in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from the plot thereof any dirt or other substances. Penalty will be imposed on any occupant who is caught.

58. The Allottee/s shall not interfere and/or break the Rules and Restrictions as provided herein and/or the covenants agreed upon and in the unlikely event of breach of any of these the Allottee/s shall make himself liable to pay damages and even police action.
59. No article shall be allowed to be placed in the plots. No fences or partitions shall be placed or affixed to any part of the plot without the prior approval of the Promoter.
60. No sign, notice or advertisement shall be inscribed or exposed on any part of the plot nor shall anything be projected out on the plot.
61. Water-closets and other water apparatus on the Plot(s) shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee/s in whose Plot it shall have been caused.
62. Garbage from the Allottee/s must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Maintenance Body of the plot may direct or throw into dustbins provided for the purpose within the common service area as per directions of the Maintenance in charge.
63. No vehicle belonging to a Allottee/s or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the plots by another vehicle. Penalty shall be imposed on the Occupant for wrong parking and impeding access to the plots.
64. The Allottee/s is not to fix any antenna, equipment or any gadget inside the plot excepting that the Allottee/s shall be entitled to avail of the cable connection facilities provided to all.
65. After the Purchase the Allottee/s/s shall get his Plot mutated. In case of default by the Allottee/s, the Promoter will be entitled to get the said Plot mutated and apportioned in the name of the Owner, the Allottee/s is bound to bear and pay all costs, charges and expenses including professional fees.
66. Not to install any collapsible gate outside the main door / entrance of the said Plot.
67. Not to sub-divide the said Plot and the Common Areas, under any circumstances.
68. Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Plot and the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
69. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee/s or the family members, invitees, servants, agents or employees of the Allottee/s, the Allottee/s shall compensate for the same.

70. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation/dharna of any kind takes place inside or in the vicinity of the Project land. The Allottee/s shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalize or bring into disrepute the Project Land by affixing posters, hanging festoons or doing any other act. In the event of such undesirable event taking place the Allottee/s is advised to take legal recourse.
71. To ensure that the Allottee/s complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, environmental laws as are applicable for the use of the said Plot.
72. The Allottee/s shall not make the Promoter responsible for the temporary disruption and/or obstruction of common services in the said Plot for any reasons whatsoever. The Promoter shall however make all reasonable efforts to set right the same as soon as possible.
73. To pay to the Promoter all costs, charges and expenses including costs and fees which may be incurred by the Promoter in connection with or for common purpose or incidental to any services of the said Plot.
74. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee/s shall be deemed to be the act, default or omission of the Allottee/s.
75. Not to install or use at the said Plot any equipment which causes noise or vibration detectable outside the said Plot or causes damage to the plot or plant or conducting media.
76. Not to sub divide or partition the Said Plot in any manner whatsoever.
77. To co-operate with the other Co-Owners and the Promoter/ Maintenance in charge in the management and maintenance of the said Project.
78. To observe the rules framed from time to time by the Promoter / Maintenance incharge.
79. To deposit the amounts reasonably required with the Maintenance In charge towards the liability for rates and taxes and other outgoings.
80. Not to allow children to be present in the Fishing Deck pond, water body (if provided) without being accompanied by the Parent/Guardian. Not to use the lake/water body or Fishing Deck for commercial fishing. Not to use the Fishing Deck for bathing or swimming purpose or for any such purpose for which it is not meant which could cause unpleasantness or risk to property / life.

81. The Promoter and/or the Association/ FMC shall have the authority to issue directives to the Allottee/s/s to follow norms and adopt preventive measures in order to prevent spread of any infectious disease.
82. The Allottee/s hereby accepts, confirms and declares that the covenants of the Allottee/s/s as conceived in this Agreement shall run perpetually and also bind the Allottee/s and his/its successors in title and that the Allottee/s shall be responsible for any loss or damage arising out of breach of any of the conditions contained in this Agreement.
83. The parties hereby expressly agree that this Agreement is being executed by the Owner and the Promoter on the understanding that the covenants contained in this Agreement shall be strictly adhered to and performed by the Allottee/s. The Allottee/s further agrees, confirms declares and undertakes that considering the size and scale of the project, the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and right of all the Co-occupants.

THE SCHEDULE – G ABOVE REFERRED TO THE OWNERS

<u>L.R KHATIAN</u>	<u>NAME OF OWNER</u>	<u>PAN NO</u>	<u>ADDRESS</u>
2007	<u>RAM NARESH AGARWAL</u>	ACYPA1903G	South City Galaxy, 5A 2, Justice Chandra Madhab Road, Bhowanipore, L. R. Sarani, West Bengal, Kolkata – 700 020
1547, 2008	<u>ANGELICA REALTY LLP</u>	ABGFA4583M	36/1A, Elgin Road, Kolkata – 700020
1538, 2395, 2383, 2598	<u>SILVERBELL REALTY LLP</u>	ADEFS1602H	36/1A, Elgin Road, Kolkata – 700020
1730	<u>KUNAL FOUNDATION PRIVATE LIMITED</u>	AADCK7256J	Stephen House, 56E, Hemant Basu Sarani, 4th Floor, Room No- 57ABC, Kolkata – 700001
1532	<u>RIDDHIMAN SHOPPERS PRIVATE LIMITED</u>	AAFRCR9986G	17, Shyama Prasad Mukherjee Road, Kolkata – 700 025
2475	<u>STAR PROJECTS INFRASTRUCTURE PRIVATE LIMITED</u>	AAKCS3434R	17, Shyama Prasad Mukherjee Road, Kolkata – 700 025
1537, 2383, 2395	<u>ALOKE KUMAR SINGHANIA</u>	ALPPS2752R	Block-B, Harbour Heights 2nd Floor, 35/1, Diamond Harbour Road, P.S. Tollygunge, Kolkata – 700027

2471	<u>VATSAL S SHAH</u>	ALHPS2972F	4A, Lala Lajpat Rai Sarani, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, Circus Avenue, Kolkata – 700020
2472	<u>DHRUV V SHAH</u>	BWNPS0603P	4A, Lala Lajpat Rai Sarani, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, Circus Avenue, Kolkata – 700020

THE SCHEDULE – H ABOVE REFERRED TO
(COMMON AREA MAINTENANCE EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the entire project including future extensions, common areas, amenities, facilities etc and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) or at least once every 5(five) years as may be necessary and in a proper and workmanlike manner and the external surfaces of all exterior walls of the project and decorating and coloring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair , clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the common areas as may be necessary in connection with the upkeep of the Project.
6. Costs and expenses relating to purchase, maintenance, renewal and insuring any equipment, utilities and/or the provision of any service related to the Common areas.
7. Cleaning as necessary the external walls (not forming part of any Plot,) in the Project as may be necessary keeping cleaned the common parts of the project area.
8. Cleaning and lighting as necessary of the areas forming parts of the Project.
9. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Promoter may think fit.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the plot or any part thereof excepting in so far as the same are the responsibility of the individual Owners/ occupiers of any Plot,
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any

- part thereof so far as the same is not the liability of or attributable to the Plot, of any individual of any Plot.
13. Generally managing and administering the development and protecting the amenities in the project and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Plots.
 14. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
 15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the plots excepting those which are the responsibility of the Owner/ occupier of any Plot.
 16. Insurance of buildings forming part of the common areas, fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
 17. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
 18. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.
 19. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the project.
 20. Electric Supply system;
 21. Electric Generating Set;
 22. Community hall and its allied Rooms and Services, any or all other expense for maintenance, operation, upkeep, renewal, renovation, safety, insurance, continuity of all assts in common areas used for common purpose .
 23. Fishing Deck along with its accessories and fitments. – Only for specific Projects
 24. Decorative Water Fountains
 25. Lake and/or Waterbodies including its fences, shores, plantation, water etc. in order that the same should remain beautified and healthy.
 26. Costs and expenses relating to plantation of trees , maintenance of gardens and supply of water to the gardens.
 27. Any other expense for common Purpose

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

SIGNED AND DELIVERED BY THE OWNERS at Kolkata

in the presence of:

1.

2.

OWNERS

SIGNED AND DELIVERED BY THE PROMOTER at Kolkata

in the presence of:

1.

2.

PROMOTER

SIGNED AND DELIVERED BY THE ALLOTTEE at Kolkata

in the presence of:

1.

2.

ALLOTTEE / BUYER