Agreement for Sale

This Agreement for Sale ("**Agreement**") executed on this _____(Date) day of _____(Month), 2026

DTC PROJECTS PVT LTD

Authorised Signatory

BY & BETWEEN

Sl. No.	Owners Name	PAN
1	EAST COMMERCIAL PVT LTD	AABCE0617M
2	ACHAL NIVAS INFRACON LLP	ABTFA1686L
3	AQUADREAM PROMOTERS LLP	ABRFA4382R
4	BUILDGROWN REALCON LLP	AAWFB2043A
5	CLOUDKEY ESTATE LLP	AAPFC3359P
6	CROWNPEAK ESTATE LLP	AAPFC3937M
7	DREAMRISE DEVELOPERS LLP	AARFD0581C
8	ERIGERE DEVELOPERS LLP	AAIFE2789G
9	GLORYVALLEY ESTATE LLP	AAVFG1129P
10	HIGHREALTY REALTORS LLP	AAMFH9338J
11	HOMEORCHID REALTORS LLP	AAMFH9716L
12	KEYCASTLE DEVCON LLP	AAVFK8457G
13	KEYVENUS ESTATE LLP	AAVFK8154E
14	LANDBEAN REALTORS LLP	AAIFL7526J
15	MOONBUILD REALCON LLP	ABNFM8837H
16	MOONHEIGHT REALTORS LLP	ABNFM7337A
17	OCEANVIEW ESTATE LLP	AAGFO8804L
18	ORCHIDKEY REALTORS LLP	AAGFO9036Q
19	REALTOVA REALTORS LLP	ABBFR2200H
20	SANDMOON REALTORS LLP	AEDFS4434B
21	SKYHORIZON DEVELOPERS LLP	AEDFS4441L
22	SKYRED DEVELOPERS LLP	AEDFS4437C
23	SKYSWEET ESTATE LLP	AEDFS3951D
24	SKYTERRACE DEVELOPERS LLP	AEDFS3952A
25	SKYVENUS ESTATE LLP	AEGFS1521N
26	SPACEROOF DEVELOPERS LLP	AEDFS7058H
27	STARTERRACE PROMOTERS LLP	AEDFS7250K
28	SWEETPALM PROMOTERS LLP	AEDFS3950C
29	TOPTERRACE REALCON LLP	AAQFT1969F
30	TOWNRISE PROMOTERS LLP	AAQFT1310C
31	VALLEYRISE DEVELOPERS LLP	AASFV7683C
32	XELVA REALTORS LLP	AAAFX3316N
33	FLATDELUXE REALCON LLP	AAHFF0600L
34	ACHAL NIVAS REAL ESTATE LLP	ABTFA1689F
35	GREENTERRACE ESTATE LLP	AAVFG1731F
36	HOMEAGE PROMOTERS LLP	AAMFH9692P
37	HOMEROOF DEVELOPERS LLP	AAMFH9694M
38	KEYHEAVEN REALTORS LLP	AAVFK9075G

Sl. No.	Owners Name	PAN
39	KEYTOWN DEVELOPERS LLP	AAVFK9077E
40	KEYVENUS DEVELOPERS LLP	AAVFK9078M
41	KEYVILLA REALCON LLP	AAVFK9037G
42	KEYYCASTLE REALTORS LLP	AAVFK9080B
43	MOONBUILD COMPLEX LLP	ABNFM8679H
44	NEXABUILD PROMOTERS LLP	AARFN4764B
45	OCEANKEY REALTORS LLP	AAGFO8981L
46	PAINTSKY REALTORS LLP	AAYFP6790Q
47	PEAKROOF REALTORS LLP	AAYFP6844R
48	ROOFCROWN DEVCON LLP	ABBFR2012B
49	ROOFHEIGHT DEVELOPERS LLP	ABBFR2060D
50	ROOFHEIGHT REALTORS LLP	ABBFR2061C
51	SEAVIBES PROMOTERS LLP	AEDFS7677E
52	SEAVIBES REALTORS LLP	AEDFS7251J
53	SEAVILLA REALCON LLP	AEDFS7258B
54	SKYDELUXE REALTORS LLP	AEDFS7252M
55	SKYHORIZON REALTORS LLP	AEDFS7064K
56	SKYHOUSE ESTATE LLP	AEDFS7056K
57	SKYKEY DEVELOPERS LLP	AEDFS7257Q
58	SKYRED REALCON LLP	AEDFS7061N
59	BRICKSROOF REALTORS LLP	AAWFB2042B
60	CITYSKY REALCON LLP	AAPFC3938E
61	CROWNPEAK DEVELOPERS LLP	AAPFC4025J
62	GLORYDREAM DEVELOPERS LLP	AAVFG1678H
63	HAPPYDREAM REALTORS LLP	AAMFH9766L
64	KEYHEAVEN DEVELOPERS LLP	AAVFK9079L
65	KEYTOWN REALTORS LLP	AAVFK9196L
66	OCEANKEY BUIDCON LLP	AAGFO8980M
67	OWNFULL REALTORS LLP	AAGFO8991E
68	ROOMSPHERE DEVELOPERS LLP	ABBFR2011C
69	SEAVILLA ESTATE LLP	AEDFS7670D
70	SQUAREVALLEY REALCON LLP	AEDFS7057J
71	SUKH NIVAS DEVELOPERS LLP	AEHFS0701B
72	SWEETPALM ESTATE LLP	AEDFS7771M
73	TOWNVALLEY DEVELOPERS LLP	AAQFT1970L
74	VALLEYRISE REALTORS LLP	AASFV7818B
75	ACHAL NIVAS BUILDCON LLP	ABTFA2031K
76	ACHAL NIVAS REALTORS LLP	ABTFA1688E
77	ADARSH NIVASDEVELOPERS LLP	ABTFA1691D

Sl. No.	Owners Name	PAN
78	BRICKSROOF DEVCON LLP	AAWFB1920E
79	CASSIOPEA REALTORS LLP	AAPFC3495C
80	CLOUDKEY REALCON LLP	AAPFC4041A
81	GREENTERRACE REALTORS LLP	AAVFG1677J
82	HOMEKEY REALCON LLP	AAMFH9339K
83	HOUSEEDGE DEVELOPERS LLP	AAMFH9693N
84	KEYTOWN BUILDCON LLP	AAVFK9169R
85	KEYVILLA BUILDCON LLP	AAVFK9197M
86	MOON KEY REALTORS LLP	ABNFM8601M
87	ROOFCROWN PROMOTERS LLP	ABBFR2062B
88	ROOMSPHERE REALTORS LLP	ABBFR2199D
89	SKYDELIGHT REALTORS LLP	AEDFS7773K
90	SKYHOUSE REALCON LLP	AEDFS7676F
91	SKYKEY REALTORS LLP	AEDFS4439N
92	SKYSWEET REALTORS LLP	AEDFS7675G
93	STARSPHERE DEVELOPERS LLP	AEDFS3953B
94	SHREEKUNJ AVAS PROPERTIES LLP	AEHFS0704E
95	BRICKSROOF PROMOTERS LLP	AAWFB1223G
96	CITYBRIGHT REALTORS LLP	AAPFC3498R
97	CLOUDKEY PROMOTERS LLP	AAPFC3939F
98	CROSSWELL ESTATES LLP	AAPFC4026M
99	CROWNPEAK REALCON LLP	AAPFC3568C
100	DREAMRISE REALCON LLP	AARFD0509N
101	ERIGERE REALTORS LLP	AAIFE3008L
102	GLORY CITY DEVELOPERS LLP	AAVFG0820H
103	GREENTERRACE PROMOTERS LLP	AAVFG1836H
104	HOMEAGE REALCON LLP	AAMFH9691Q
105	HOMEORCHID PROMOTERS LLP	AAMFH9767M
106	KEYVENUS REALTORS LLP	AAVFK9036H
107	LUXERIOR REALTORS LLP	AAIFL7525M
108	MOONHEIGHT ESTATE LLP	ABNFM8868N
109	OCEANCITY REALTORS LLP	AAGFO8802N
110	PAINTSKY ESTATE LLP	AAYFP6223G
111	RARESKIES REALTORS LLP	ABBFR2171H
112	ROOFCROWN REALCON LLP	ABBFR2013A
113	SANDMOON DEVELOPERS LLP	AEDFS7062R
114	SCHEPPERS REALTORS LLP	AEDFS7767M
115	SKYDELUXE PROMOTERS LLP	AEDFS4442K
116	SKYSWEET PROMOTERS LLP	AEDFS7063Q

Sl. No.	Owners Name	PAN
117	SKYTERRACE BUILDCON LLP	AEDFS4431E
118	SKYVENUS REALTORS LLP	AEDFS7673A
119	SPACEROOF REALCON LLP	AEDFS4440M
120	STARSPHERE REALTORS LLP	AEDFS4428R
121	STARTERRACE REALTORS LLP	AEDFS4429Q
122	SWEETKEY ESTATE LLP	AEDFS4430F
123	SWEETPALM REALTORS LLP	AEDFS4438P
124	SWEETTERRACE PROMOTERS LLP	AEDFS4436D
125	TOPTERRACE ESTATE LLP	AAQFT1896D
126	TOWNRISE BUILDCON LLP	AAQFT1984N
127	SWEETKEY REALTORS LLP	AEDFS7059G
128	ADENMEAD DEVELOPERS LLP	ABPFA7233H
129	APTIRO BUILDERS LLP	ABPFA7232G
130	BARROW REALTORS LLP	AAVFB4120D
131	BIRCHBURY HIRISE LLP	AAVFB3583A
132	BLUE PEAKS BUILDERS LLP	AAVFB3071F
133	BUILDNEST COMPLEX LLP	AAVFB3584H
134	CITYMOOR DEVELOPERS LLP	AAOFC7655F
135	DEFSON DEVELOPERS LLP	AAQFD3399D
136	DENTOTA COMPLEX LLP	AAQFD3400K
137	DOMESCA PROMOTERS LLP	AAQFD3395R
138	DOVIMO BUILDERS LLP	AAQFD3398C
139	DREAMBRICKS BUILDERS LLP	AAQFD3396N
140	FLATDELUXE DEVCON LLP	AAGFF7292R
141	HALF CIRCLE TOWERS LLP	AAMFH4976L
142	HERRINGBONE INFRACON LLP	AAMFH4196C
143	HIGH SAIL PROMOTERS LLP	AAMFH4362G
144	HIGHREALTY PROMOTERS LLP	AAMFH4091G
145	HIGHREX REALTORS LLP	AAMFH4771M
146	HOMECROWN INFRAPROPERTIES LLP	AAMFH4096B
147	HOMEMOVER BUILDCON LLP	AAMFH4363H
148	HOMEPAD REALTORS LLP	AAMFH4261L
149	HOMEPLAN HIRISE LLP	AAMFH6904Q
150	HOMEROOF ESTATES LLP	AAMFH4364A
151	HOMESPHERE BUILDERS LLP	AAMFH4668P
152	HOSTHOME BUILDERS LLP	AAMFH4197D
153	HOUSEBRICKS CONSTRUCTORS LLP	AAMFH4365B
154	HOUSEMOVER REALTORS LLP	AAMFH4366C
155	KINGION BUILDERS LLP	AAVFK1251C

Sl. No.	Owners Name	PAN
156	LANDBEAN DEVELOPERS LLP	AAIFL4437C
157	LARKSPUR DEVCON LLP	AAIFL4114E
158	HOMERLEY DEVELOPERS LLP	AAMFH4030K
159	HOUSEDGE CONSTRUCTION LLP	AAMFH4031J
160	KEEP CASTLE REAL ESTATE LLP	AAVFK1157B
161	LENDBURY INFRAPROPERTIES LLP	AAIFL4113D
162	LUSH TOWERS LLP	AAIFL4014H
163	LUXERIOR DEVELOPERS LLP	AAIFL4242P
164	MODERNIVA PROMOTERS LLP	ABMFM2321H
165	MORNINGVALE DEVELOPERS LLP	ABMFM2147H
166	NEST ASSET REALTORS LLP	AAQFN8048M
167	NEWLEIGH DEVELOPERS LLP	AAQFN8050M
168	NEXOVANT CONCLAVE LLP	AAQFN8457Q
169	NEXOVANT ESTATES LLP	AAQFN8049L
170	NINTHQUARTER PROMOTERS LLP	AAQFN8458B
171	OAKSIDE REALTY LLP	AAGFO5987Q
172	OCEAN WOOD PROMOTERS LLP	AAGFO6093H
173	ONI ESTATE LLP	AAGFO5986R
174	PERING DEVELOPERS LLP	AAXFP7837K
175	PICKET DEVELOPERS LLP	AAXFP8383L
176	PRIMDALE ESTATES LLP	AAXFP7927J
177	RARESKIES DEVELOPER LLP	ABAFR1494E
178	RAVISHING REALTY LLP	ABAFR1493D
179	REALTOVA CONSTRUCTION LLP	ABAFR2060E
180	REGALESTATE PROMOTERS LLP	ABAFR1591G
181	RELTIC BUILDERS LLP	ABAFR1590H
182	RISEONIC BUILDERS LLP	ABAFR2062G
183	ROOMANCY COMPLEX LLP	ABAFR2059R
184	SAGENTUS TOWERS LLP	AEAFS3089R
185	SATHVIK CONSTRUCTION LLP	ADZFS6291H
186	SEA PALM BUILDERS LLP	ADZFS7915E
187	SIMPLEKEY REALCON LLP	ADZFS8567Q
188	SUMMERMEAD DEVELOPERS LLP	ADZFS6292E
189	SWANSGEEN DEVELOPERS LLP	ADZFS6293F
190	TUSTI INFRASTRUCTURE LLP	AAPFT4025M
191	UDAYA INFRASTRUCTURE LLP	AAGFU1047H
192	UPNVETA BUILDERS LLP	AAGFU1048J
193	UPSIDE REALTORS LLP	AAGFU1082N
194	WHICHWOOD NIWAS LLP	AADFW2798J

Sl. No.	Owners Name	PAN
195	XELVA HIRISE LLP	AAAFX3147P
196	YASHILA DEVELOPERS LLP	AACFY4318B
197	SEQUOIA TOWERS LLP	ADZFS8566R

Owner No. 1 is a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1, Netaji Subhas Road, Kolkata- 700001, Owner Nos.2-33 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at 113, Netaji Subhas Road, Kolkata – 700001, Owner Nos.34-58 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at 113B, Manohar Das Street, Kolkata – 700007, Owner Nos.59-74 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at 193/1, M. G. Road, Kolkata-700007, Owner Nos.75-94 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at 5, JBS Halden Avenue, Kolkata – 700105, Owner Nos. 95-127 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at 6/1/B, Kumarpara Road, Liluah, Howrah – 711204, Owner Nos.128-157 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at Diamond Harbour Road, Joka, South 24 Pgns, Pin-700104 and Owner Nos.158-197 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at Kamduni More, Rajarhat, North 24 Parganas-700135, all being represented by their Authorised Signatory Mr. ……., son of ……., residing at …….**,** hereafter collectively called the "**Owners**", (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include their successors, successors in interest, and/or assigns) of the **First Part**

- A N D –

DTC Projects Private Limited, [PAN AAECS1016K], a company within the meaning of the Companies Act, 1956 and having its registered office at 1, Netaji Subhas Road, Kolkata – 700 001, represented by **Mr. ……**, [PAN …….] son of ……., by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata-700 001, duly authorised by the Board Resolution dated _____, hereinafter referred to as the '**Promoter'** (which term or expression shall, unless repugnant to or inconstant with the context or meaning thereof, be deemed to mean and

include its successors-in-interest and permitted assigns) of the **Second Part**

– A N D –

Mr. ....., son of Mr. ....., (PAN ....., Aadhar No. .....& Mobile No. .....) by faith Hindu, by occupation ..... and **Mrs. .....**, wife of Mr. ....., (PAN ....., Aadhar No. ..... & Mobile No. .....) by faith Hindu, by occupation ..... both residing at ....., ..., P.O - ....., P.S - ..... hereafter collectively called the "**Allottees**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Fourth Part.**

The **Owners**, the **Promoter** and the **Allottee / s** shall hereafter collectively be referred to as the "**Parties**" and individually as a "**Party**" and the Allottee has been referred to herein in singular number and neuter gender.

DEFINITIONS:

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

a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
c) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
d) "**Section**" means a Section of the Act.

WHEREAS:

A. The Owners are the absolute and lawful owners of the land admeasuring **18.97 Acres** (Equivalent to 1897 Decimals), more or less, more fully mentioned and described in **FIRST SCHEDULE** hereunder written and marked in '**RED**' in the annexed **PLAN-A,** and hereinafter referred to as the "**Larger Land**", and some owners out of the Owners and their associates are the absolute and lawful owners of the contiguous land hereinafter referred to as the "**Further Land**", as reflected in the Sanctioned Plan and shall be integrated as part of the existing project/s on the Larger Land or any part thereof upon the discretion of the Promoter. The devolution of title of the Owners in respect of the Larger Land is detailed in the **SECOND SCHEDULE** hereunder written**.**

B. By a Joint Development Agreement dated 31.07.2025 made between the Owners, therein referred to as the Owners of the One Part, and the Promoter, therein referred to as the Promoter/Developer of the Other Part, and registered with the Additional Registrar of Assurance – II, Kolkata in Book No. I, Volume No. 1902-2025, Pages 428117 to 428229, Being No. 190209192 of the year 2025, the Owners therein appointed the Promoter/Developer therein to develop the Larger Land in different phases comprised of multi-storied apartments, villas, recreational centre and other such necessary amenities and facilities as may be decided by the Promoter, on the terms and conditions mentioned therein.

C. The Owners and the Promoter represent that, a certain portion of land admeasuring **2.42 Acres** (Equivalent to 242 Decimals), more or less, more fully mentioned and described in the **THIRD SCHEDULE** hereunder written and hereinafter referred to as the **"Said Road"**, and as more particularly demarcated in **PLAN A** and shown thereon in colour '**BROWN**', out of the Larger Land, constitutes an existing road used for the purpose of *ingress* to and *egress* for all the owners of the Larger Land along with the Further Land.

D. The Owners and the Promoter do hereby jointly and severally represent, warrant, confirm, and declare that another road, more particularly delineated, identified in **PLAN A** and shown thereon in the colour "……", constitutes an existing and established Arterial road. The said road has been and shall continue to be used for the purposes of ingress to and egress from the Larger Land along with the Further Land and shall be available for such ingress and egress to and for the benefit of all owners of the Larger Land along with the Further Land, in common with all other persons lawfully entitled in terms of the Agreement dated 10th February 2023, registered at A.R.A-II, in Book No. 1, CD Volume No. 1902-2023, Pages from 64357 to 64434, Being No. 190201791 for the year 2023, subject always to the terms and conditions mentioned in the said Agreement and other applicable laws, regulations, and customary rights, if any.

E. The Owners and the Promoter have decided to develop a demarcated portion of the Larger Land, i.e. **14.60 Acres**, (equivalent to 1460 Decimals) more or less, more particularly described in the **FOURTH SCHEDULE** hereunder written, and more fully delineated or demarcated on the **PLAN-A** annexed hereto, and hereinafter referred to as the "**Project Land**", after excluding the Said Road and a portion of the Larger Land, admeasuring **1.94 Acres** (equivalent to 194 decimals), more or less, more fully mentioned and

described in the **FIFTH SCHEDULE** hereunder written, more fully delineated or demarcated on the **PLAN-A** annexed hereto and thereon bordered **'GREEN',** and hereinafter referred to as the **"Excess Land"**. The Project Land will be developed with villas, multi-storied apartments, recreational centre and other such necessary amenities and facilities in several phases.

F. The Owners and the Promoter in future may develop the Excess Land and the Further Land (hereinafter referred to as the "**Future Development Land**"). The Future Development may come up with multi-storied apartments, villas, recreational centre, commercial units and/or such other development with such necessary infrastructure, amenities and facilities in the manner and at time as may be decided by the Owners, the owners of the Further Land and the Promoter and approved by the concerned authority (ies) in single phase or multiple phases.

G. The Owners and the Promoter have earmarked respective portions of the Larger Land, comprised of Project Land, Said Road, Excess Land and the Future Development Land in the manner as follows:

i) Land admeasuring **6.03 Acres** (Equivalent to 603 Decimals), more or less, more particularly described in the **SIXTH SCHEDULE** hereunder written, and more fully delineated or demarcated on the **PLAN-A** annexed hereto and thereon bordered **'Blue',** and hereinafter referred to as "**Row Housing Land**", for executing a separate project, hereafter referred to as the "**Said Row Housing Project / DTC Embassy**". The Said Row Housing Project is to have separate villas or row houses and each of which will consist of separate and self-contained enclosed spaces, hereafter called the "**Villa**" and the Villa along with a Car parking space allotted in respect of the same shall be considered as one single unit. The Said Row Housing Project shall also be constructed in several phases, each Phase having separate common areas, to be used and enjoyed exclusively by the respective owners of Villa of such Phase, comprised in the Said Row Housing Project, along with separate common areas, amenities and facilities for the Said Row Housing Project to be used and enjoyed exclusively by the owners of Villa Units; The common areas, amenities and facilities (a) comprised in respective Phase of the Said Row Housing Project ("**Said Phase**") are more fully mentioned in the **EIGHTH SCHEDULE** hereunder written, and hereinafter referred to as the "**Said Phase Common Areas and Facilities**", and (b) comprised in the Said Row Housing Project are more fully mentioned in the **NINTH SCHEDULE** hereunder written, and

hereinafter referred to as the "**Said Row Housing Project Common Areas and Facilities**"; Said Phase Common Areas and Facilities and the Said Row Housing Project Common Areas and Facilities shall hereafter collectively be referred to as the "**Said Common Areas and Facilities**".

ii) Land admeasuring **8.57 Acres** (Equivalent to 857 Decimals), more or less, more particularly described in the **TENTH SCHEDULE** hereunder written, and more fully delineated or demarcated on the **PLAN-A** annexed hereto and thereon bordered '**ORANGE',** and hereinafter referred to as **"Group Housing Land",** for executing a separate project, hereafter referred to as the "**Said Group Housing Project / DTC Downtown**". The Said Group Housing Project is to have residential buildings and each of which will consist of separate and self-contained enclosed spaces, hereafter called the "**Unit**" and the Unit along with a Car parking space allotted in respect of the same shall be considered as one single unit. The Said Group Housing Project shall be constructed in several phases, each phase having separate common areas and facilities, along with separate common areas, amenities and facilities for the Said Group Housing Project ("**Said Group Housing Project Common Areas and Facilities**").

iii) The Future Development Land shall be reserved for undertaking and /or executing an independent real estate project, which may be developed either as a single, integrated development or in one or more phases, in accordance with applicable laws, statutory approvals, and market considerations; and

iv) The Said Road shall be a common access road intended for ingress and egress and shall be used jointly and non-exclusively by all owners of units in the Said Row Housing Project, the Said Group Housing Project, and by the owners, occupants, and users of all saleable spaces in the project or projects that may be constructed on the Future Development Land, subject to such reasonable rules and regulations as may be framed for its use, maintenance, safety, and management.

H. The owners of the Villa of the Said Row Housing Project, as well as the owners, occupants, and users of all saleable spaces in the project or projects that may be constructed on the Future Development Land, shall be entitled, on a non-exclusive basis, to access, use, and enjoy the Said Group Housing Project Common Areas and Facilities, in common with other entitled users, subject always to the terms, conditions, rules, and regulations governing such common areas and facilities as may be prescribed from time to time without

any objection, obstruction, demur of the allottees of the Said Group Housing Project. Also, the owners of the Villas of the Said Row Housing Project, as well as the owners, occupants, and users of all saleable spaces comprised therein, shall be entitled, on an exclusive basis, to access, use, and enjoy the Said Common Areas and Facilities, to the exclusion of all other persons, in common with other similarly entitled Villa Unit owners, occupants, and users only, subject always to the terms, conditions, rules, and regulations governing such common areas and facilities as may be prescribed from time to time, without any objection, obstruction, or demur by any person whatsoever.

I. Presently, the Owners and the Promoter have mutually decided to undertake the development of the Said Phase of the Said Row Housing Project on the land admeasuring **3.53 Acres** (equivalent to **353 Decimals**), more or less, more particularly described in the **SEVENTH SCHEDULE** hereunder written ("**Phase Land**"), being a portion of the Row Housing Land, for the purpose of construction of residential villas/row-houses. Said Phase development shall comprise of villas/row-houses, along with all appurtenant and ancillary common areas and facilities, including but not limited to access ways, amenities, services, and infrastructure, forming part of the Said Phase Common Areas and Facilities, to be used and enjoyed in accordance with the terms herein and applicable law.

J. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners regarding the Project Land on which the Said Row Housing Project is to be constructed have been completed.

K. The manner in which the Said Project is being executed is detailed in the **ELEVENTH SCHEDULE** hereunder written.

L. The Allottee confirms that he/she/it has clearly understood and is fully aware of the overall development scheme of the Larger Land ("**Said Scheme of Development**"), including the phased development structure as mentioned hereinabove and with such understanding and knowledge, the Allottee has voluntarily approached the Promoter for the purpose of purchasing and/or acquiring a residential Villa/Row House in Said Phase ("**Villa Unit**").

M. The Promoter has obtained the sanctioned plan being No. 148 dated 15-01-2026 ("**Sanctioned Plan**") from the office of North 24 Parganas Zilla

Parishad and approvals for Said Phase of the Said Row Housing Project and also the Villa Unit. The Promoters agree and undertake that they shall not make any changes to these Approved Plan except in strict compliance with Section 14 of the Act and other laws as applicable.

N. The Promoter has duly applied for registration of the Said Phase of the Said Row Housing Project before the West Bengal Real Estate Regulatory Authority under the relevant provisions of the Act vide Registration No. ……. as a real estate project which is to be completed by …….

O. The Allottee had applied for allotment of a Villa in Said Phase and has been allotted the Villa Unit along with the right to use a parking space(s) ("**Said Car Parking Space**"), being a parking space as mentioned in as mentioned in **THIRTEENTH SCHEDULE** hereunder written, to be developed in accordance with the Specifications as mentioned in **TWELFTH SCHEDULE** hereunder written, **AND TOGETHER WITH** the right of use of Said Common Areas and Facilities (in common with all other allottees of Row Housing Project), and the Said Group Housing Project Common Areas and Facilities (in common with all other allottees of Row Housing Project, the allottees of Group Housing Project and allotees of land comprised in the Future Development Land), as and when they are constructed or made ready and fit for use according to the Promoter. The layout of the Villa Unit is delineated in **RED** colour on the **PLAN – B** annexed hereto.

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

Q. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Row Housing Project.

R. 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.

S. 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 Villa Unit and the Said Car Parking Space, which shall together be considered as a Composite Unit, as more fully specified in the **THIRTEENTH SCHEDULE** hereunder written.

T. At or before execution of this Agreement, the Allottee has been made expressly aware and after considering what has been disclosed to the Allottee, the Allottee has acquainted himself/herself/itself and has understood without any reservation, the Said Scheme of Development and also the following:

(i) It is mutually agreed that, upon completion of development respective phases of the Said Row Housing Project and the Said Row Housing Project and the project on the Future Development Land, the Promoter shall cause to form respective association, in accordance with the provisions of the Apartment Ownership Act, 1972 and convey to the respective association/federation, the common areas, amenities and facilities specifically dedicated to the aforesaid, wherein the common areas shall include the remaining land arrived at after deduction plinth area of each of the buildings of such phase from the total land in the Phase. Such conveyance shall be effected by execution and registration of the requisite deeds and declarations under the West Bengal Apartment Ownership Act, 1972, the West Bengal RERA Rules, 2017, and other applicable laws. The Promoter shall also cause to form the Federation in respect of the aforesaid projects in accordance with the applicable laws.

(ii) The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Promoter, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy Said Common Areas and Facilities and the same shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, and right of use of other allottees and/or occupants in the manner as mentioned in the Said Scheme of Development.

(iii) The Allottee agrees that these terms and conditions for sale and transfer of Villa Unit and the Said Car Parking Space as contained herein are made in the view of the existing laws, rules and regulations governing such sale or transfer and are subject to changes or variations as the Promoter may deem fit or as may be directed by appropriate authorities. The Allottees herein agrees not to raise any objection thereto with regard to the aforesaid and also to the Said Scheme of Development.

U. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Said Row Housing Project.

V. 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.

W. 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 Villa Unit and the Said Car Parking Space as specified in Recital S hereinbefore.

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

1. **TERMS:**

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Villa Unit and the Said Car Parking Space as specified hereinabove.

1.2. The composite price for the Villa Unit, based on carpet area, and the Said Car Parking Space is Rs. ……/- (Rupees ……. only) ("**Villa Price**"), a sum of Rs. ….../- (Rupees …… only) towards Extra Charges ("**Extra Charges**"), and applicable Goods and Service Tax amounting to Rs. ……../- ("**GST**") (hereinafter collectively referred to as the "**Total Price**") and more fully and particularly described in the **Part-I** of **FOURTEENTH SCHEDULE** hereunder written.

In addition to the aforesaid Total Price, the following Deposits and Charges shall be paid to the Promoter as per the Payment Plan as contained herein:

(a) Interest Free Sinking Fund amounting to Rs. ……/- (Rupees …… only); and
(b) Interest Free common area maintenance charges for 12 months @ Rs. ……/- per sq. ft of the Agreed Chargeable Area of the Villa Unit

amounting to Rs. ……/-.

Further to the aforesaid, the Stamp Duty, Registration Charges, commission charges and other incidental expenses for registration of this Agreement for Sale and Deed of Conveyance for transfer of properties agreed to be transferred in favour of the Allottee under these presents shall be paid solely by the Allottee.

Notes:
The abovementioned sinking fund and common area maintenance charges shall be received by the Promoter on behalf of the Association (as hereinafter defined) and transferred by the Promoter to the Association upon its formation. Any extra cost over and above the rate mentioned above, if incurred by the Promoter at the time of installation of the transformer and electricity connection shall be charged proportionately.

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Villa Unit and the Said Car Parking Space.

(ii) The Total Price above includes applicable Goods and Service Tax;

(iii) The Total Price above includes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, CGST, SGST etc. and if any as per law, cess or any other similar taxes which may be levied in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of Villa Unit and the Said Car Parking Space and/or execution of the Deed of Conveyance, whichever is later.

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. In case of any increase, the Promoter shall demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in **Part II (A)** or **(B)** of **FOURTEENTH SCHEDULE** and shall be payable by the Allottee.

(iv) The Promoter shall periodically intimate in writing (i.e. by email and/or a physical copy) to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) 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.

(v) The Total Price of the Villa Unit and the Said Car Parking Space includes the cost of 1) the Villa Unit and Said Car Parking Space and 2) Said Common Areas and Facilities.

(vi) Infra Development Charges (IDC) which shall mean and include cost of providing electric wiring, electrical connectivity to the Villa Unit, Transformer, Generator, water line and plumbing, Sewage Treatment plant, Water treatment plant, fire detection and fire-fighting equipment in the common areas, making of internal road, laying of water pipeline, optical fibre lines, sewerage lines and other infrastructural requirements beneath the internal roads, association formation charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Row Housing Project.

(vii) External Development Charges (EDC) which shall include the cost of development of the Said Road which shall include the making and development of the Said Road, laying of underground sewerage lines, water pipes, electrical & optical fibre cables, and overhead wirings and connectivity which shall be required and used to connect the Said Row Housing Project.

1.3. 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, costs/charges imposed by the competent authorities, the Promoter shall enclose details of 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.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in the **Part II (A)** or **(B)** of **FOURTEENTH SCHEDULE** hereto ("**Payment Plan**").

1.5. It is agreed that, save and expect, right to modify, relocate or reconfigure non-saleable areas including service shafts, ducts, plant rooms, utilities, circulation spaces and service roads, the Promoter shall not make any major additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in respect of the Villa Unit or building, as the case may be except, 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.

1.6. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the completion certificate / occupancy certificate and/or partial completion certificate / partial occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the Villa Unit shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, within the defined limit as per the law, then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum; from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square foot as agreed in Clause 1.2 of this Agreement.

1.7. Subject to Clause 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Villa Unit as mentioned below:

(i) The Allottee shall have exclusive ownership of the Villa Unit;

(ii) The Allottee shall also have the right to use the Said Common Areas and Facilities and the Said Group Housing Project Common Areas and Facilities. The Allottee shall use the Said Common Areas and Facilities and the Said Group Housing Project Common Areas and Facilities along with other entitled occupants, maintenance staff etc, without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Said Common Areas and Facilities and the Said Group Housing Project Common Areas and Facilities shall always be subject to the timely payment of maintenance charges and other charges applicable.

(iii) That the computation of the Total Price of the Villa Unit includes recovery of price of land, construction of not only the Villa Unit but also the Said Common Areas and Facilities, internal development charges, external development charges, taxes, costs of providing electric wiring, fire detection and firefighting equipment in the Said Common Areas and Facilities, if provided, and includes cost for providing all other facilities, amenities and specifications to be provided within the Villa Unit and Said Phase.

1.8. It is agreed that the Said Phase is an independent self-contained project covering the Phase Land and is not part of any other project or zone and shall not form a part of and /or linked except for the benefit of the Allottee. The expression 'independent and self-contained' is used solely for the purpose of phasing and registration under the Act and shall not restrict shared access, utilities, services, amenities, infrastructure, circulation or integration with any other existing and/or future development on the Larger Land and/or Further Development Land. It is clarified that all the Said Phase Common Areas and Facilities shall be exclusively used and enjoyed by the allottees of the Said Phase and the Said Row Housing Project Common Areas and Facilities shall be available for use and enjoyment of the allottees, owners and occupants of all phases of the Said Row Housing Project.

1.9. The Promoter agrees to pay all outgoings before transferring the physical possession of the Villa Unit 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, 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 Said Phase). 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 Villa Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings, 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 therefore by such authority or person.

1.10. The Allottee has paid 10% (ten percent) of the Total Price being a sum of Rs...../- (Rupees ..... only) including GST hereafter called the Booking Amount being part payment towards the Total Price of the Villa Unit 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 Villa Unit 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 which is payable, he/she shall be liable to pay interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum.

2. MODE OF PAYMENT

2.1. Subject to the terms of the Agreement, the Allottee and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan hereunder or otherwise, through account payee local cheques/demand drafts/banker's cheques or online payment (as applicable) in favour of DTC Projects Private Limited payable at Kolkata or in the manner mentioned in the demand/email. Outstation cheques shall not be accepted.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments) 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 shall be in terms of or in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of 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.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 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

applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Villa Unit 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

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing Said Phase and Common Areas and Facilities thereof as disclosed, and towards handing over the Villa Unit to the Allottee. The Said Row Housing Project Common Areas and Facilities shall be completed only upon completion of development of the other phases of the Said Row Housing Project and the Said Phase Common Areas and Facilities shall be completed by the Promoter before handing over possession of the Villa Unit to the Allottee. Similarly, the Allottee shall make payments of all installments and other dues payable by him/her in terms of this Agreement and meeting other obligations under the Agreement, subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan.

6. CONSTRUCTION OF THE PROJECT/ VILLA UNIT:

6.1. The Allottee has seen and accepted the proposed layout plan of the Villa Unit and also the floor plan as also shown in **PLAN-B** to the Agreement**,** specifications, amenities and facilities of the Villa Unit as mentioned in the **THIRTEENTH SCHEDULE** hereto which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop Said Phase in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under applicable laws and this Agreement, and

breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE VILLA UNIT:

7.1. **Schedule for possession of the Villa Unit** - The Promoter agrees and understands that timely delivery of possession of the Villa Unit to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the Villa Unit with all specifications, amenities and facilities of the Said Phase in place on [.....] 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 Said Phase is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Villa Unit, provided that such Force Majeure conditions are 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 Said Phase 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 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (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.

7.2. **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall offer in writing the possession of the Villa Unit (the "**NOTICE OF POSSESSION**"), to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such Notice Of Possession and the Promoter shall give possession of the Villa Unit to the Allottee (the "**POSSESSION DATE**"). Provided that the conveyance deed of the Villa Unit in favour of the Allottee shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in the **FOURTEENTH SCHEDULE** hereto and taking possession of the Villa Unit in terms of the Notice Of Possession and legal charges & expenses to the Promoter as per requisition of the Promoter to the Promoter and making payment of the stamp duty, registration charges in the manner as agreed under these presents) within 3

(three) months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter / Association, as the case may be. The Promoter shall offer the possession of the Villa Unit to the Allottee in writing within [.....] days of receiving the occupancy certificate (or such other certificate by whatever name issued by the competent authority) for the Said Phase.

7.3. **Failure of Allottee to take possession of the Villa Unit** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Villa Unit 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 Villa Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 in the Possession Notice, the Allottee shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (**Deemed Possession**) and also pay Holding / Guarding Charges to the Promoter at the rate of Rs. [.....]/- (Rupees .....) only per month or part thereof from the expiry of the time mentioned in the Possession Notice till such time the Allottee takes the physical possession of the Villa Unit.

7.4. **Possession by the Allottee** – After obtaining the completion certificate and handing over physical possession of the Villa Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Said Phase Common Areas and Facilities, to the Association or the competent authority, as the case may be, as per the local laws.

7.5. **Cancellation by Allottee -** The Allottee shall have the right to cancel/ withdraw his allotment in Said Phase as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the Said Row Housing Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment plus applicable taxes. The balance amount of money paid by the Allottee, less the interest for delayed payments on the amounts already paid and payable on the Booking Amount, if any, shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

7.6. **Compensation -** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which Said Phase being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Villa Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from Said Phase, without prejudice to any other remedy available, to return the total amount received by him in respect of the Villa Unit, with interest at the rate equivalent to the prevailing Prime Lending Rate of State Bank of India plus two percent per annum including compensation (if any) in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due. Provided that where the Allottee does not intend to withdraw from Said Phase, the Promoter shall pay the Allottee interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum for every month of delay, till the handing over of the possession of the Villa Unit.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The Promoter has the requisite rights to carry out development upon the Larger Land and has absolute, actual, physical and legal possession of the Larger Land;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Phase;

(iii) There are no encumbrances upon the Phase Land. However in the event, the Promoter avails any construction loan from any financial institution by creating a mortgage in favour of such financial institution for securing the loan availed of by the Promoter for the purpose of development of Said Phase on the Phase Land then in such event the Promoter shall cause such financial institution, if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the Villa Unit and the Promoter further undertake

that the Promoter shall cause the said bank(s)/financial institution(s) to release the Villa Unit from the mortgage created by the Promoter on or before the Promoter executing the deed of conveyance of the Villa Unit in favour of the Allottee and the Allottee will get the title of the Villa Unit free from all encumbrances;

(iv) There are no litigations pending before any court of law or authority with respect to the said Phase Land or the Villa Unit;

(v) All approvals, licenses and permits issued by the competent authorities with respect to Said Phase, and the Villa Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Row Housing Project;

(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 be prejudicially affected;

(vii) The Promoter has not entered into any agreement / arrangement with any person or party with respect to the Phase Land, and the Villa Unit which will, in any manner, affect the rights of the Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Villa 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 Villa Unit to the Allottee and the right to use the Said Phase Common Areas and Facilities together with the right to enjoy the Said Row Housing Project Common Areas and Facilities, as and when the same are constructed/completed.

(x) The Villa Unit is not the subject matter of any HUF and to the best of the knowledge of the Promoter, no part thereof is owned by any minor and/or no minor has any right, title and claim over the Villa Unit;

(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 Said Phase to the competent authorities till the completion certificate of Said Phase has been issued and possession

of villa or building, as the case may be, along with Said Common Areas and Facilities (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association or the competent authority, as the case may be;

(xii) No notice from the Government or any other local, body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Phase Land) has been received by or served upon the Promoter in respect of the Phase Land.

(xiii) That the property is not Waqf property.

9. **EVENTS OF DEFAULT AND CONSEQUENCES:**

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

(i) The Promoter fails to provide ready to move in possession of the Villa Unit to the Allottee within the time period specified in para 7.1 or fails to complete the Said Phase within the stipulated time disclosed at the time of registration of the Said Phase with the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the Villa Unit shall be in a habitable condition, which is complete in all respects.

(ii) Discontinuance of the Promoter's business on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest: or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter under any head whatsoever towards the purchase of the Villa Unit, along with interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum within 45 (forty-five) days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from Said Phase or terminate the Agreement, he shall be paid by the Promoter, interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum, for every month of delay till the handing over of the possession of the Villa Unit, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

9.3. 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 payment for 2 (two) consecutive demands made by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement despite having been issued notice in that regard, the Allottee shall be liable to pay to the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021 on all unpaid amounts from the date the amount is payable by the Allottee.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Villa Unit 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 applicable statutory taxes, if any, this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE VILLA UNIT:**

10.1. The Promoter, on receipt of Total Price of the Villa Unit as per para 1.2 under this Agreement from the Allottee shall execute a conveyance deed and convey the title of the Villa Unit together with right to use the Said Common Areas and Facilities as and when completed, within 3 months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the competent authority 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 BUILDING/VILLA UNIT/ PROJECT:

11.1. The Promoter shall be responsible to provide and maintain essential services in Said Phase till the taking over of the maintenance of the Said Phase by its Association. The cost of such interim maintenance has been included in the additional deposits as more fully mentioned in Clause 1.2 hereinbefore.

11.2. The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the Villa Unit proportionately as per the rates to be calculated on per square foot basis (of the agreed chargeable area of the Villa Unit) and/or in the manner as provided in this Agreement and/or as may be so decided by the Promoter and/or the Association, as the case may be.

11.3. Separate Association for each Phase: Each phase, as mentioned above, shall have a separate association of the villa owners of such phase. The association of the respective phases shall be formed upon completion of the future development of such phases. Upon formation of the associations of the villa owners of the respective phases in accordance with the provisions of the applicable laws, the Promoter shall transfer phase common areas, amenities and facilities to the respective phase associations.

11.4. Federation: In order to ensure the effective and proper management and maintenance of the Project Common Areas, Amenities, Facilities, a federation shall be formed as provided under the applicable law, hereinafter referred to as the ("**Federation**"). This Federation will be the Apex Body with representation from all the phase associations, in accordance with applicable laws, and on its formation shall be responsible for maintenance and upkeep of the Project Common Areas, Amenities, Facilities that are shared between all phases. Upon formation of the Federation, the Promoter shall transfer the Project Common Area, Amenities and Facilities to the Federation along with the responsibility to maintain the same. It is clarified that the Project Common Area, Amenities and Facilities shall be transferred to the Federation only after the completion of the development on the Larger Land along with the Further Land in its entirety.

11.5. Maintenance Charges: In addition to the respective maintenance charges payable by the Allottees in favour of their respective phases, the Allottee shall pay in advance to the Promoter (including any agency nominated by it) or the Federation, as the case may be, such charges at such rate as may

be decided by the Promoter from time to time by the 7th (seventh) of each month in advance without any abatement ("**Maintenance Charges**") for the maintenance of the Said Common Areas and Facilities.

The Maintenance Charges may be revised by the Promoter or the Federation from time to time. So long as the maintenance of the Common Area, Amenities and Facilities are not handed over to the Federation, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Maintenance Charges for a period of 1 (One) years from the deemed date of possession of the Villa Unit has already been collected by the Promoter and is not included in the villa cost. After the expiry of the said 1 (One) year period, the Allottee shall be liable to pay the monthly Maintenance Charges to the Promoter or it's nominated agency (ies), Association, as the case may be.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for 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 Allottee 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 Villa Unit on the specific understanding that his/her right to the use of Said Common Areas and Facilities 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 VILLA UNIT FOR REPAIRS:**

The Promoter /maintenance agency/association of allottees shall have the right of unrestricted access of all Said Common Areas and Facilities, and all parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter / association of allottees and/or maintenance agency to enter into the Villa Unit 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 basement and service areas: The service areas, if any, as located within the Said Phase, shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. **COMPLIANCE WITH RESPECT TO THE VILLA UNIT:**

16.1. Subject to para 7 above, the Allottee shall, after taking possession, be solely responsible to maintain the Villa Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Villa Unit, or the staircases, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Villa Unit and keep the Villa Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2. 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 face facade of the building or anywhere on the exterior of buildings therein or Said Common Areas and Facilities. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or

combustible goods in the Villa Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Villa Unit.

16.3. The Allottee shall plan and distribute his 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.

16.4. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in **FIFTEENTH SCHEDULE** below.

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

The Allottee is entering into this Agreement for the allotment of the Villa Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the projects in general and Said Phase in particular. 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 Villa Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Villa Unit at his/her own cost. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), more fully described in **FIFTEENTH SCHEDULE** hereunder written.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in Said Phase after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement save and except as may be required to obtain construction finance, it shall not mortgage or create a charge on the Villa Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the

Allottee who has taken or agreed to take such Villa Unit.

20. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that Said Phase in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in West Bengal.

21. **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 Registrar/Sub-Registrar as and when intimated by the Promoter, if required by the provisions of applicable laws. 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 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, the application of the Allottee shall be treated as cancelled.

Notwithstanding anything mentioned herein, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Villa Unit (and this Agreement) in terms of this Agreement by the Allottee or the Promoter, as the case may be, in that event serving of notice for termination by the Promoter shall be sufficient to record cancellation of this Agreement and extinguishment of all rights of the Allottee hereunder or in law and no further or other deed document or instrument shall be required to be executed or registered for this purpose and the Allottee expressly agrees to the same.

22. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondence, arrangements, whether written or oral, if any, between the

parties in regard to the Villa Unit, as the case may be.

23. **RIGHT TO AMEND:**

This Agreement may only be amended by written consent of the parties.

24. **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 Villa Unit and Said Phase shall equally be applicable to and enforceable against and by any subsequent allottees of the Villa Unit, in case of a transfer, as the said obligations will go along with the Villa Unit for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE:**

25.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee 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 precedence and/or binding on the Promoter to exercise such discretion in the case of other allottees.

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

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), the same shall be the proportion which the carpet area of the Villa Unit bears to the total carpet area of all the villas in the respective phases.

28. **FURTHER ASSURANCES:**

All parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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 and registered at the office of the Registrar/Additional Registrar of Assurance at Kolkata, in terms of para 21 hereinbefore. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. **NOTICES:**

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified above.

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 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 Authority appointed under the Act.

34. **DISCLAIMER:**

All terms and conditions mentioned hereinafter are as per the contractual understanding between the parties and are not in derogation of and/or inconsistent with the terms and conditions hereinbefore contained and/or the provisions of the Real Estate (Regulation and Development) Act, 2016 Act and the West Bengal Real Estate (Regulation and Development) Rules, 2021 and Regulations made thereunder.

35. **OTHER TERMS AND CONDITIONS AGREED NOTWITHSTANDING ANYTHING MENTIONED ABOVE**:

35.1. In additional to Clause 1.9 above, the Allottee hereby acknowledges and confirms that the Allottee has been duly informed of, has read and fully understood, and has been made aware of the Said Scheme of Development in its entirety, including the manner, scope, and modalities thereof as set out and described hereinabove, and the Allottee hereby expressly, unequivocally, and unconditionally accepts, approves, and grants its free and informed consent to the Said Scheme of Development, without any demur, objection, or reservation whatsoever.

35.2. The Allottee, is fully satisfied with the Said Scheme of Development as

disclosed herein and hereby agrees not to raise any claims and/or objections in respect of the Said Scheme of Development.

35.3. It is clarified that in relation to Clause 6.1 of this Agreement for Sale, the Allottee understands, acknowledges and agrees that during the course of construction of the Said Phase, the Sanctioned Plan may be required to be re-validated/ re-sanctioned and the current plan may undergo certain modifications/alterations to make it more aligned to the needs of the Said Scheme of Development and to use the FSI area available on that date without adversely affecting the right, title and interest of the Allottee in the Villa Unit and the Allottee shall be deemed to have given his express and unequivocal consent to such proposed modification of the sanctioned plan.

35.4. Notwithstanding anything contained in this Agreement or in any other agreement, instrument, understanding, correspondence, or arrangement, whether oral or written, to the contrary, the Allottee hereby irrevocably, unconditionally, and unequivocally grants its full consent, approval, and authorisation to the Owners/Promoter to plan, implement, execute, carry out, and complete the Said Scheme of Development with such addition and/or revision and/or amendment and/or substitution and/or variation in the future phases without adversely affecting the right, title and interest of the Allottee in the Villa Unit and the Allottee shall be deemed to have given his express and unequivocal consent to such proposed modification of the sanctioned plan.

35.5. Without prejudice to the generality of the foregoing, such consent and authorisation shall expressly include the right of the Owners/Promoter the Allottee hereby expressly, unequivocally and irrevocably authorises and appoints the Owners/Promoter, acting alone or through its authorised representatives, to act for and on behalf of the Allottee to add, alter, vary, revalidate, revise, amend, substitute, or modify the layout plans, building plans, sanctioned plans, designs, specifications, phases, configuration, number of units, common areas and facilities, or any other component of the Said Scheme of Development, as may be required or deemed expedient for technical, commercial, statutory, or regulatory reasons, or pursuant to directions, approvals, or sanctions of any competent authority or otherwise.

35.6. For the aforesaid purpose, the Owners/Promoter shall be entitled and authorised to sign, execute, submit and file any application(s), plan(s), drawing(s), undertaking(s), affidavit(s), declaration(s), indemnity(ies), correspondence or other document(s), and to make representations before the sanctioning authority and/or any other statutory or regulatory authority, in

the name of and on behalf of the Allottee, to the extent required for obtaining such approvals, re-validations or sanctions.

35.7. The Allottee agrees and confirms that all acts, deeds and things lawfully done by the Owners/Promoter pursuant to this authorisation shall be binding upon the Allottee as if the same were done by the Allottee personally, provided that such modifications or actions do not materially or adversely affect the right, title or interest of the Allottee in the Villa Unit and/or the Said Phase and/or the said Phase Land

35.8. The Allottee hereby further covenants and undertakes that it shall not raise, nor be entitled to raise, any objection, protest, claim, demand, dispute, or challenge, whether directly or indirectly, in any manner whatsoever or howsoever, at any time, against the Owners/Promoter in respect of the implementation or execution of the Said Scheme of Development or any such addition, alteration, variation, or modification made thereto in accordance with this Agreement, and the Allottee hereby waives all present and future rights, if any, in this regard, to the fullest extent permissible under applicable law.

35.9. The Allottee agrees and undertakes that he/she/it shall be entitled to visit the Said Phase project site for the limited purpose of assessing the extent of development of the Villa Unit, provided that such visit shall be permitted only after completion of finishing works of the Villa Unit and strictly with the prior written consent of the Promoter. The Allottee further agrees and undertakes to comply with all safety norms, rules and regulations applicable at the construction site and to ensure that no act or omission on his part causes any hindrance, obstruction or safety risk at the project site.

35.10. In addition to what has been agreed and acknowledged by the Owners/Promoter, in clause 1(1.8) above, the Allottee shall have the irrevocable right to use the Said Common Areas and Facilities in common with allottees of Row Housing Project. Since the irrevocable usage right of the Allottee in the Said Common Areas and Facilities is not exclusive, the Allottee shall use the Said Common Areas and Facilities along with other said occupants of the Row Housing Project, maintenance staff etc. without causing any inconvenience and hindrance to them. Further, the right of the Allottee to use the Said Common Areas and Facilities shall always be subject to the timely payment of maintenance charges and other charges, as applicable.

35.11. In addition to what has been agreed in clause 6 above, the Allottee understands that the Sanctioned Plan relating to the Said Phase is currently

a part/portion of several projects (in single or multiple phases) proposed to be constructed on the Larger Land along with the Further Land or any part thereof. There are various infrastructural developments and facilities, amenities in the Said Row Housing Project and the future real estate projects/phases which may come up on the Row Housing Land, Row Housing Land and Future Development Land which will be linked and shared between these phases/projects due to design, architectural, technical, maintenance and management reasons for the benefit of the allottees/ occupants in these projects/phases of the allottees/ occupants and of the Larger Land along with the Further Land and cannot be segregated. All these linkages of the infrastructure and facilities will always be for the benefit of the Allottee and other allotees.

35.12. The Allottee has entered into this Agreement for Sale with the full knowledge that the development of the Larger Land along with the Further Land (comprising Row Housing Project, Row Housing Project and project/s to be constructed on the Future Development Land) will be developed in phases. The different phases of said different projects will be linked and integrated due to architectural, design, planning, infrastructure network, maintenance and management for benefits of the allottees. By entering into this Agreement for Sale, the Allottee shall be deemed to have authorized absolutely unconditionally for all times to come the Owners/Promoter (including any of its assignees or nominees) to make any and all revisions, changes, modifications, alterations, additions of the present sanctioned plan, its layout plan, specifications of the towers/buildings and shared common areas (as mentioned above) to the end and intent that the Owners/Promoter shall be entitled to undertake to make any and all such changes, revisions, modifications, alterations, additions of the sanctioned plans, layout plan, specifications of the villas, common areas and facilities comprised in the aforesaid projects without any further consent or approval of the Allottee and with the further power to sign and execute, for itself and for and on behalf of all the allottees of the Said Phase all documents required to get revised sanction of such revisions, changes, consent, approval or any affirmative action of any nature whatsoever. By virtue of this Agreement for sale, the Allottee is giving his/her/their consent for the revisions, changes, modification and all other plans/map in future on the Larger Land along with the Further Land excluding the portion dedicated to the Said Phase.

35.13. In addition to and without prejudice to Clause 19 above, the Promoter shall be entitled, at its sole discretion, to raise finance, avail loans or other financial assistance from any bank, financial institution, non-banking financial company or any other lender, for the purpose of

development and construction as per the Said Scheme of Development. Provided however, that the Promoter shall not create any charge on or over the Villa Unit agreed to be sold to the Allottee, after execution of this Agreement. The Allottee hereby gives his/her/its irrevocable consent and no-objection to such financing arrangements and agrees that the same shall not be construed as a breach of this Agreement.

35.14. The Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Owner/Promoter/association/maintenance agency and without causing any disturbance, to the other Allottee of Villa Unit in the Building. The Do's & Don'ts will be shared at the time of handing over possession of the Villa Unit. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Villa Units or the Building, the Owners/Promoter shall be entitled to call upon the Allottee to rectify the same and to restore the Villa Unit and/or the Building to its original condition within 15 (Fifteen) days from the date of intimation by the Owners/Promoter in that behalf. If the Allottee does not rectify the breach within the such period of 15 (Fifteen) days, the Owners/Promoter may carry out necessary rectification/restoration to the Villa Unit or the Building (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Owners/Promoter shall be reimbursed by the Allottee within 15 (Fifteen) days from the date of intimation by the Owners/Promoter in that behalf.

35.15. The Allottee may, upon written request, seek permission from the Promoter to carry out limited fit-out and interior works within the Villa Unit prior to issuance of the Completion Certificate or Occupation Certificate and/or Partial Completion Certificate or Partial Occupation Certificate as the case may be. The Promoter may, at its sole discretion and without creating any right in favour of the Allottee, permit access to the Villa Unit for the limited purpose of carrying out internal fit-out works, provided that (i) an application for grant of the Completion Certificate has already been made to the competent authority, (ii) the Allottee has paid the entire consideration amount together with all Extras, deposits, charges and other dues payable under this Agreement, and (iii) the Allottee strictly undertakes to carry out only internal, non-structural fit-out works in accordance with the rules and regulations framed by the Owner/Promoter/association/maintenance agency. Without prejudice to the aforesaid, such access shall not amount to delivery of possession for occupation or confer any right of residence or use of the Villa Unit for habitation purposes, and the Allottee shall not occupy or permit occupation of the Villa Unit until the Occupation Certificate or

Completion Certificate or Partial Occupation Certificate or Partial Completion Certificate, as the case may be, is obtained. Any access granted shall be deemed to be for a limited purpose only and subject to withdrawal by the Promoter in case of breach of any condition stipulated herein. However, once Occupation Certificate or Completion Certificate or Partial Occupation Certificate or Partial Completion Certificate, as the case may be, is granted then the date of aforesaid access to the Villa Unit by the Allottee for doing fit-outs shall be treated as Deemed Possession of the Villa Unit by the Allottee.

35.16. The Allottee hereby expressly agrees, confirms, acknowledges, and undertakes that the Owners and the Promoter shall be fully entitled, at any time in the present or future, to plan, conceive, undertake, execute, and implement development of balance phases of the Said Row Housing Project, the Said Row Housing Project and/or the Future Development Land and/or any part thereof ("said **Future Development**") in such manner, configuration, and sequence as may be deemed fit and appropriate by the Owners, the owners of the Further Land, and the Promoter, and as may be sanctioned and approved by the competent authority(ies) from time to time in accordance with the Said Scheme of Development.

35.16.1. Without limitation, such Future Development may include construction of multi-storied residential apartments, villas, recreational and/or community facilities, commercial units, mixed-use developments, and/or any other lawful structures or projects, together with all ancillary, incidental, and appurtenant infrastructure, amenities, utilities, services, and facilities as may be required or permitted under applicable laws.

35.16.2. The Allottee further acknowledges that the nature, extent, design, specifications, timing, phasing, and manner of Future Development shall be at the sole discretion of the Owners and the Promoter, subject to applicable laws and approvals, and the Allottee hereby irrevocably waives any right to object to, challenge, or raise any claim in respect thereof, provided that such future development does not adversely affect the rights expressly granted to the Allottee under this Agreement.

35.17. The Allottee hereby expressly, unequivocally, and irrevocably agrees, confirms, acknowledges, and undertakes that the Said Road shall at all times remain a common access road intended and designated solely for the purposes of ingress and egress. The Allottee further acknowledges and agrees that the Said Road shall be used jointly, commonly, and non-exclusively, without any claim of exclusivity, easement, or preferential right, by and for the benefit of (a) all owners, occupants, and users of units

comprised in the Said Row Housing Project, (b) all owners, occupants, and users of units comprised in the Said Row Housing Project, and (c) all owners, occupants, licensees, invitees, servants, agents, and users of all residential, commercial, or other saleable spaces forming part of the project or projects that may be developed, constructed, or erected on the Future Development Land, whether in one phase or multiple phases.

35.17.1. The Allottee further agrees and undertakes that such common and non-exclusive use of the Said Road shall be subject to such reasonable rules, regulations, terms, and conditions as may be framed, modified, or supplemented from time to time by the Owners and/or the Promoter and/or the federation or any other competent authority, for the purposes of regulation of traffic, maintenance, repairs, safety, security, discipline, convenience, and effective management thereof. The Allottee covenants that no objection, claim, demand, or dispute of any nature whatsoever shall be raised by the Allottee, now or in future, in respect of such common and shared use of the Said Road or the formulation and enforcement of such rules and regulations.

35.18. The Allottee hereby expressly, unequivocally, and irrevocably agrees, confirms, and acknowledges that the Owners and the Promoter do jointly and severally represent, warrant, confirm, and declare that the road more particularly delineated in **PLAN A** and shown thereon in the colour "……." constitutes an existing and established access road. The said road has been and shall continue to be used for ingress to and egress from the Larger Land along with the Further Land and shall be available for such ingress and egress for the benefit of all owners of the Larger Land along with the Further Land , in common with all other persons lawfully entitled thereto under the Registered Agreement dated 10th February 2023, subject always to the terms and conditions of the said Agreement and applicable laws.

35.19. The owners of the Villa comprised in the Said Row Housing Project, together with the owners, occupants, and users of all saleable spaces in the Said Row Housing Project , shall be entitled, on an exclusive basis, to access, use, and enjoy the common areas and facilities of the Said Row Housing Project, strictly in accordance with and subject to the terms, conditions, rules, and regulations governing such common areas and facilities as may be prescribed from time to time. Such access and use shall not be objected to, obstructed, or otherwise impeded by the allottees of the Said Row Housing Project.

35.19.1. Provided however, that the allottees of the Said Group Housing Project, as well as the owners, occupants, and users of all saleable spaces in

the project or projects to be constructed on the Future Development Land, shall have no right whatsoever, in any manner, to access, use, or enjoy the common areas, forming part of the Said Row Housing Project

35.20. The Allottee hereby expressly, unequivocally, and irrevocably agrees, confirms and undertakes that the Owners and/or Promoter shall be at liberty to do all or any of the following acts, deeds and things from time to time relating to or arising out of the Future Development:

(i) to amalgamate or merge the Future Development Land or any part thereof with the said Project Land in such manner and to such extent as be deemed fit and proper by the Owners and/or Promoter,

(ii) to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the Said Row Housing Project and/or the Project Land for any sanction, construction, use and enjoyment of the Future Development Land or any constructions and developments thereon;

(iii) to cause or allow building plans for Future Development to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said Project Land or any part thereof;

(iv) to utilize any additional constructed area that may be allowed or sanctioned in Said Phase and/or the Said Row Housing Project thereon (by way of additional storey, additional building or otherwise) owing to any amalgamation or link with the Future Development Land;

35.21. All the Phases as mentioned in the Said Scheme of Development shall be construed as distinct and separate real estate projects within the meaning of the provisions of the West Bengal Real Estate (Regulation & Development), Act, 2016.

35.22. The Parties agree that the land comprised in Said Phase and such portion of the land reserved by the Promoter as Said Phase Common Areas and Facilities, the remaining portion of the land comprised in Said Phase shall not constitute any common areas and only the Said Phase Common Areas and Facilities shall be conveyed to the Association and the Said Row Housing Project Common Areas and Facilities be conveyed to the Federation, in terms of the provisions of the West Bengal Apartment Ownership Act, 1972 and the Allottee agrees to pay pro rata share of the stamp duty and registration charges and the costs as may be payable in respect of such transfer of the Said Row Housing Project Common Areas, Amenities and Facilities to the

Federation and for formation of the Association and Federation.

35.23. The Allottee agrees that the Promoter shall be entitled to execute the Future Development either through itself or through any other third party as it may deem fit and proper. The Allottee hereby agrees to not to raise any objections thereto.

35.24. The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Owners and/or Promoter, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy Said Common Areas and Facilities shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, the allottee(s) and occupants of the Said Phase with whom such common areas and facilities will be shared. The Allottee has also been made aware and agrees that the Promoter and the allottee(s) and occupiers of the other villas in the Said Row Housing Project shall also be entitled to the land comprising Said Phase and all benefits arising therefrom.

35.25. The Owners / Promoter clarifies that the Said Phase is a part of a large-scale development on the Larger Land along with the Further Land which includes construction as per the Said Scheme of Development. The construction work for the future phases as per the Said Scheme of Development will continue till completion certificate in respect of the respective future phases is received. The Allottee understands that there will be certain construction activities which will cause noise/movement of vehicles for loading/unloading of construction materials and this may cause unavoidable inconveniences to them and agrees not to raise any objection or claim any compensation or damages in respect thereof. The Owners/Promoter will not be held responsible for the same. The Owners / Promoter, however, will follow the rules/ regulations prescribed by the Municipal and/or Civic Authorities having jurisdiction over the Said Phase.

35.26. The Said Phase Common Areas shall be conveyed to the Association of the Said Row Housing Project along with the amenities and facilities meant for use of all allottees of the Said Phase, which shall be formed upon obtaining the Completion Certificate in respect of the Said Phase The Allottee accepts and agrees to furnish the requisite pro rate share of the Stamp Duty and Registration Charges as may be assessed and payable in respect of such transfer of Said Common Areas and Facilities to the Federation.

35.27. In relation to this Agreement, it is hereby expressly and unequivocally agreed between the Parties as follows:

(i) That in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from Possession Date, save those as mentioned in clause 35.27 (ii) below, 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 applicable laws for the time being in force. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter or arising due to the Allottee making any changes or alterations in the Villa Unit;

(ii) The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

(a) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Villa Unit, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

(b) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

(c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

(d) If the Allottee after taking actual physical possession of the Villa Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Villa Unit by making any changes in the Villa Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

(e) Different materials have different coefficients of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

(f) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.

(g) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Said Common Areas and Facilities and/or in the Villa Unit going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

(h) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

(i) Any damage or defect arising due to improper usage, impact, breakage of glass panes, choking of waste lines due to accumulation of debris or improper maintenance, damage caused during installation of air-conditioners, furniture, fixtures or appliances, drilling or installation works affecting concealed pipelines or electrical lines, damage to floor or wall tiles due to impact or wear and tear, or due to alteration or non-maintenance of balcony grills or similar installations within the Villa Unit.

(iii) The Allottee further specifically agrees and understands that the responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from: (i) misuse or negligent use; (ii) unauthorized modifications or repairs done by the Allottee (s) or its nominee(s)/agent(s); (iii) cases of force majeure; and (iv) failure to maintain the amenities/equipment's and accidents.

(iv) The Allottee further agrees that the Promoter shall not be responsible or liable for any defect, deficiency, malfunction, repair, replacement, maintenance or servicing in respect of any equipment, appliance, installation, fixture, fitting or product that is covered under an Annual Maintenance Contract ("AMC") executed with any third-party service provider, or during the period of warranty including any extensions thereto, and any issues, claims

or disputes in relation thereto shall be directly taken up by the Allottee with the concerned service provider under the terms of such AMC or warranty as the case may be, with the Promoter having no obligation, liability or responsibility in this regard.

35.28. In relation to clause 7.2 of this Agreement, the Allottee agrees, acknowledges and understands that no such right of cancellation without any default on the part of the Promoter shall be exercised if on the date when the Allottee so expresses his intent to cancel this Agreement, the total price then prevailing for transfer of the Villa Unit is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee. It is further clarified that in the case of any such cancellation having been accepted by the Promoter, the Promoter herein, will, in addition to forfeiting the booking amount, shall also forfeit all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonour of cheque(s), if any, and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the Promoter. Nothing contained in Clause 7.2 and this clause shall preclude the Promoter to avail the remedies under the Act against such proposed cancellation by the Allottee. It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

35.29. In respect of clause 7.2 of the Agreement, the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Villa Unit (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Villa Unit, Project, and the Common Areas on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be. The Allottee simultaneous to the execution hereof, has granted a

power of attorney in favour of the Promoter, granting it the right to execute, present and register the deed of cancellation.

35.30. Since the Villa Unit together with the Said Car Parking Space constitutes a single, inseparable, and composite unit, the Allottee hereby expressly acknowledges, agrees, and confirms that the Said Car Parking Space is appurtenant to and forms an integral and indivisible part of the Villa Unit. Accordingly, the Allottee shall not, at any time, have any right, title, interest, authority, or entitlement to transfer, assign, alienate, lease, license, mortgage, encumber, or otherwise deal with the Said Car Parking Space independently or separately from the Villa Unit, whether in whole or in part, in favour of any person whomsoever, including, without limitation, any allottee or purchaser of any Villa forming part of Said Phase and/or any other project to be constructed on the balance portion of the Larger Land along with the Further Land. Any purported transfer or dealing in contravention hereof shall be void ab initio, illegal, and of no effect whatsoever.

35.31. The Allottee understands and acknowledges that an existing club ("**Said Club**") is situated outside the Said Row Housing Project and does not form part of the Project Land or the common areas and facilities of the Said Row Housing Project or any phase thereof. The Said Club namely "**ATLAS**" is owned, operated and managed by M/s Welkin Dealers Private Limited and others (hereinafter referred to as the "**Club Owners**") and neither the Owners nor the Promoter have any ownership, management or operational control over the same.

35.32. The Allottee further acknowledges that membership of the Said Club is not an automatic or inherent right arising out of purchase of the Villa Unit and the Said Car Parking Space and shall be subject to the rules, regulations, terms, conditions and admission policies of the Said Club authorities, including approval of membership applications at their sole discretion.

35.33. The Allottee may, if desirous, independently apply for membership of the Said Club, and all membership fees, deposits, subscriptions, usage charges and other amounts payable in respect thereof shall be paid directly by the Allottee to the club owners and/or to the Promoter as per the payment plan as detailed in **Part- III** of **FOURTEENTH SCHEDULE** hereunder. The club owners shall have the final authority to take any decision relating to the membership of the Said Club.

35.34. The Allottee agrees and acknowledges that the Promoter shall have no obligation or liability in respect of admission, continuation of membership, services, facilities, maintenance or functioning of the Said Club.

36. INTERIM MAINTENANCE PERIOD

36.1. During the interim maintenance period between obtaining of the completion certificate of Said Phase and formation and operationalization of the Association the Promoter shall through itself or through a facility management company run, operate, manage and maintain the Said Common Areas and Facilities. The costs and expenses incurred for such maintenance and management shall be recoverable from the Allottees on a proportionate basis, as determined by the Promoter.

36.2. The Allottee hereby agrees and consents that he/she shall be liable to pay maintenance charges and other outgoings from the Possession Date, regardless of whether the Allottee has taken physical possession of the Villa Unit or not. If the Allottee fails to take possession within the period specified in the possession notice, the Villa Unit shall be deemed to have been handed over to the Allottee on the Possession Date for the purposes of this Agreement, and all obligations of the Promoter in respect of possession shall be deemed discharged. Further, the Promoter shall be entitled to levy holding charges at the rate of Rs. [.....] per sq. ft. per month for the period of delay beyond the Possession Date, until the date on which the Allottee actually takes possession of the Villa Unit. If the Allottee fails to take possession within a further reasonable period after the possession date despite issuance of a final written notice by the Promoter, the Promoter shall have the right, at its sole discretion and without prejudice to its other rights and remedies, to terminate this Agreement. In such case, the Promoter shall refund the amounts received from the Allottee, after deducting applicable Cancellation Charges, holding charges, and other dues, as may be decided by the Promoter.

36.3. The Villa Unit shall be deemed to be at the sole risk and responsibility of the Allottee from the Possession Date. The Promoter shall not be liable for any loss, damage, theft, or deterioration of the Villa Unit or any fixtures, fittings, or installations therein occurring after the Possession Date.

36.4. The maintenance and management of Said Common Areas and Facilities by the facility management company will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, and staircases, AMCs etc. It will also include safety and security of Said Phase such as fire detection

and protection and management of general security and control of the Project.

36.5. The Rules/ Bye Laws to regulate the use and maintenance of the Said Common Areas and Facilities shall during the interim maintenance period be framed by the Promoter with such restrictions as may be necessary for proper maintenance and the Allottee shall be bound to follow the same.

36.6. After the Said Phase Common Areas and Facilities are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

37. **FORMATION OF ASSOCIATION**

37.1. The Promoter shall, in accordance with Applicable Laws, call upon the respective villa owners of the Said Row Housing Project to form the Association, and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the proportionate costs and expenses (including but not limited to payment of proportionate Stamp Duty and Registration charges payable) for (i) formation of the Association, (ii) transfer of the Said Phase Common Areas and Facilities to the Association, including but not limited to stamp duty and registration costs, if any, and (iii) transfer of the Said Row Housing Project Common Areas and Facilities to the Federation, including but not limited to stamp duty and registration costs, if any. The Allottee hereby irrevocably authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association and/or Federation.

37.2. Upon formation of the Associations of the Said Group-Housing Project, Said Row Housing Project and/or the project/s to be constructed on the Future Development Land, either in one or multiple phases, the association of the respective projects shall form the Federation in terms of the applicable laws.

37.3. The Allottee agrees and undertakes to pay to the Association of the Said Row Housing Project such maintenance charges as may be determined by the Association from time to time, which shall be calculated in proportion to the ratio of the carpet area of the Villa Unit to the aggregate carpet area of all the

other villas within Said Phase. Such charges shall be payable towards the maintenance, repair, upkeep, security, and administration of the common areas, services, and facilities within Said Phase and shall be payable in the manner and within the timelines prescribed by the Association.

37.4. In addition to the aforesaid, the association of allottees of respective phases of the Said Row Housing Project, Said Group Housing Project and/or the project/s to be constructed on the Future Development Land, either in one or multiple phases, shall further contribute, to the Federation for the maintenance of all common areas, amenities, and facilities transferred to the Federation ("**Federation Common Areas and Facilities**"), such charges as may be determined by the Federation from time to time. Such charges shall be computed in proportion to the ratio of the carpet area of the Villa Unit to the aggregate carpet area of all villas and/or units in all phases of all projects forming part of the entire Larger Land along with the Further Land. The said charges shall be payable for the maintenance, upkeep, and management of Federation Common Areas and Facilities.

37.5. Each villa in Said Phase shall represent one (1) membership, irrespective of the number of persons owning such Villa Unit. Further, in the event a villa is owned by more than one person, then the allottee whose name first appears in this Agreement shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association during the minority of the Allottee. A tenant or licensee of the allottee shall not be entitled to become a member of the Association.

37.6. Upon formation of the Association, the Promoter shall hand over the Said Phase Common Areas and Facilities together with the relevant documents and plans pertaining thereto, to the association of Villa Unit owners of Said Phase within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "**Handover Date**"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Promoter and the Association shall be responsible for proper safety and maintenance of Said Phase and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottee and the Association shall keep the Promoter

fully saved, harmless and indemnified in respect thereof.

37.7. The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be pooled into a Sinking Fund ("**Sinking Fund**"). The Allottee agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee or the several other allottees of Said Phase on account of outstanding maintenance and common charges and expenses to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other allottees of Said Phase. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.

37.8. The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards common charges and expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

37.9. The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or Said Phase t by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the villa owners or occupiers of the Building and/or Said Phase.

37.10. The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make

payment of the proportionate share of the common charges and expenses in terms of this Agreement and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of other co-buyers and/or co-occupiers.

37.11. Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.

37.12. Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

37.13. It has been agreed by the parties that the Association(s) of all the allottees of the respective phases, as mentioned above, as and when the same is completed in its entirety shall own in common all common areas, amenities and facilities of such respective phases together with all easement rights and appurtenances belonging thereto.

38. **GENERAL COVENANTS**

38.1. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Villa Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance, if any;

38.2. That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the building in which the Villa Unit is situated;

38.3. The Allottee expressly agrees to bear and pay the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deed of Conveyance in respect of the Villa Unit and Said Car Parking

Space in favour of the Allottee;

38.4. It is further clarified that in relation to Clause 6.1 and Clause 35.6 of this Agreement, the Allottee agrees, understands and acknowledges that during the course of construction of the Said Phase, the sanctioned plan will be required to be re-validated/ re-sanctioned and the current plan may undergo certain modifications/alterations to make it more aligned to the needs of the allottee(s) / to use the FSI area available on that date without adversely affecting the right, title and interest of the Allottee (except variation in his interest in the share of the total land as explained above) and the Allottee shall be deemed to have given his express and unequivocal consent to such proposed modification of the sanctioned plan.

38.5. In addition to as mentioned above in this Agreement, the Allottee expressly acknowledges, understands timely delivery of possession of the Villa Unit and Said Car Parking Space is of the essence of this Agreement and the Promoter undertakes to hand over possession of the same, along with the specifications, amenities, and facilities as agreed, on or before the Possession Date, subject to additional Force Majeure conditions, which shall mean any event or circumstance beyond the reasonable control of the Promoter, including but not limited to:

(i) Acts of God such as flood, fire, cyclone, drought, earthquake, or any other natural calamity;
(ii) Epidemics or pandemics;
(iii) War, acts of terrorism, civil unrest, riots, or public disturbances;
(iv) Actions, delays, or orders of any Government, Court, Tribunal, or Statutory Authority affecting the Project;
(v) Changes in applicable laws, rules, regulations, or governmental policies materially affecting the development of the Project;

In the event of a Force Majeure Event, the Promoter shall be entitled to a reasonable extension of time for handing over possession of the Villa Unit, proportionate to the period of delay caused by such Force Majeure Event. If the Force Majeure Event continues for a period exceeding six (6) consecutive months, and the development of Phase – I of the Said Row Housing Project becomes impossible or is permanently discontinued, then either Party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice to the other Party. Upon such termination, the Promoter shall refund all amounts received from the allottee towards the Villa Unit, without interest or compensation, within ninety (45) days from the date of termination. Upon refund, the Allottee shall have no further claims, rights, or demands

against the Promoter, and the Promoter shall stand fully released and discharged from all obligations and liabilities under this Agreement.

38.6. In respect of this Agreement, the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Villa Unit (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Villa Unit or Said Phase or Said Common Areas and Facilities or any other common areas and facilities in the Larger Land along with the Further Land on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be. The Allottee further hereby expressly agrees that, simultaneously with the execution and registration of this Agreement for Sale, the Allottee will grant a specific irrevocable power of attorney in favour of the Promoter, granting power to the Promoter to execute and present for registration on his/her behalf the deed of cancellation in respect of the Villa Unit and the Said Car Parking Space. The power will however be invoked by the Promoter, only in case of default in terms of clause 9.3 above and the Allottee does not cooperate and present himself/herself for execution and registration of the deed of cancellation as afforested.

38.7. In relation to Clause 16, it is hereby clarified that the Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/ Association/maintenance agency and without causing any disturbance, to the other allottees of the Building/Said Phase. The building level 'house rules and regulations' applicable to allottees/lawful occupants of the Said Row Housing Project will be shared at the time of handing over possession of the villas. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Villa Unit or Said Phase, the Promoter shall be entitled to call upon the Allottee to rectify the same and to restore the same to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, the Promoter may carry out necessary rectification/restoration to the Villa Unit or Said Phase (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Allottee.

38.8. That if the Allottee lets out or sells the Villa Unit, the Allottee shall

immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;

38.9. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Villa Unit;

38.10. That the Allottee shall not use the Villa Unit for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;

38.11. That the Allottee shall not keep in the Said Car Parking Space, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;

38.12. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;

38.13. That the Allottee 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 Villa Unit and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;

38.14. That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the common areas;

38.15. That the Allottee represents and warrants that it has inspected and understood the plans comprising the proposed sanctioned plan, building plans, specifications, of the Villa Unit and has accepted the floor plan, payment plan and specifications, amenities and facilities described in this Agreement;

38.16. That the Allottee shall remain fully responsible for any domestic helper or drivers, maids employed by the Allottee and any pets kept by the Allottee;

38.17. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Villa Unit after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;

38.18. That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and Said Row Housing Project.

39. **FUTURE EXPLOITATION**

39.1 Notwithstanding anything contained herein, in the event the Promoter intends to continue Future Development or in case of assignment of the remaining portion of the Larger Land along with the Further Land to a third party Developer, then the Promoter /third party developer shall be entitled to revise and/or revalidate the Plan in order to enable the Promoter /third party developer to complete the Future Development on the remaining portion of the Larger Land along with the Further Land or in the event, the Promoter/third party developer decides not to proceed with the Future Development, the allottees of the Project shall have no rights over the remaining portion of the Larger Land along with the Further Land. The Promoter/third party developer may at its own discretion carry out Future Development in the manner they may decide and the Allottee herein hereby accords its consent to such revision and/or revalidation of the Plan and also to such Said Scheme of Development as contained hereinbefore. Provided that the Promoter/third party developer may make such minor additions or alterations or such minor changes or alterations as per the provisions of the Act.

39.2 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee hereby records its consent and authorizes the Promoter to carry out modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the buildings, the common areas, the floor layout and/or the Villa Unit as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the WBRERA. The Allottee records its consent to such modifications.

39.3 In the event, the Promoter is entitled to utilize any additional FAR (Floor Area Ratio), the Allottee agrees and understands that such additional FSI/FAR shall be achieved only by way of horizontal extension over the existing building and/or construction of additional Villas/Row Houses. The

Allottee hereby accords its consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FSI/FAR in respect of the Project Land or part thereof which may be made available even after the Deed of Conveyance of the Villa Unit has been executed by the Allottee(s) or any member of the Association and shall not raise any objection of whatsoever nature for the same.

40. **NOMINATION BY ALLOTTEE WITH CONSENT:**

40.1. The Allottee admits and accepts that after the lock in period as mentioned hereunder and before the execution and registration of conveyance deed of the Villa Unit, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) Allottee to Make Due Payments:
The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) Lock-in Period:
The Allottee cannot nominate any third party before the expiry of a period of 24 (twenty four) months from the date of this Agreement.

(c) Prior Written Permission and Tripartite Agreement:
In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

(d) No Objection Certificate from Lender:
In the event the Villa Unit and/or the rights of the Allottee under this Agreement are subject to any loan, mortgage or charge in favour of any bank, financial institution or lender, nomination, assignment or transfer by the Allottee shall be permitted only upon submission to the Promoter of a valid No Objection Certificate (NOC) from such bank, financial institution or lender consenting to such nomination, assignment or transfer, and the Promoter shall not be obliged to record or recognize or accept any nomination in absence of such NOC.

(e) Nomination Fees:
The Allottee shall pay a sum calculated @ Rs. [.....]/- per square foot of carpet

area (Nomination Price) together with applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However, nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. 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 admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

41. **FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:**

The Allottee agrees that these terms and conditions for sale and transfer of the Villa Unit and the Said Car Parking Space as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the Larger Land)

ALL THAT piece and parcel of land admeasuring **18.97 Acres** (equivalent to 1897 Decimals) more or less comprised in R.S. & L.R. Dag Nos. 833 and 884(P) under several khatians, lying and situated at Mouza- Kamduni, J.L. No. 188, P.S. – Rajarhat, North 24 Parganas, details of the Larger Land are as follows:

Dag No.	Area (in Decimal)
833	22.3
884	1874.58

and butted and bounded in the manner that is to say:

ON THE NORTH : By Dag No. 832

ON THE EAST : By Panchayat Road

ON THE SOUTH : By Dag No. 886/1033

ON THE WEST : By Dag No. 884 part

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Devolution of Title of the Larger Land)

DEED NO.	Owner Name	Area (in Decimal)
12080/2023	EAST COMMERCIAL PVT LTD	0.61
12081/2023	EAST COMMERCIAL PVT LTD	0.61
12082/2023	EAST COMMERCIAL PVT LTD	0.61
12434/2022	SUKH NIVAS DEVELOPERS LLP	9.00
12435/2022	ACHAL NIVAS REAL ESTATE LLP	9.00
12436/2022	ACHAL NIVAS REALTORS LLP	9.00
12437/2022	ACHAL NIVAS BUILDCON LLP	9.00
12444/2022	ACHAL NIVAS INFRACON LLP	9.00
1326/2021	SKYSWEET ESTATE LLP	10.00
1327/2021	SKYDELUXE REALTORS LLP	10.00
1329/2021	SEAVILLA ESTATE LLP	10.00
1330/2021	SKYTERRACE BUILDCON LLP	10.00
1331/2021	SKYSWEET REALTORS LLP	10.00
1332/2021	SKYKEY REALTORS LLP	10.00

1333/2021	SKYKEY DEVELOPERS LLP	10.00
1334/2021	SKYDELUXE PROMOTERS LLP	10.00
1359/2021	SWEETPALM ESTATE LLP	3.33
1360/2021	VALLEYRISE REALTORS LLP	10.00
1361/2021	SCHEPPERS REALTORS LLP	10.00
1362/2021	SANDMOON DEVELOPERS LLP	10.00
1370/2021	STARTERRACE PROMOTERS LLP	10.00
1371/2021	STARSPHERE REALTORS LLP	10.00
1386/2021	SWEETPALM PROMOTERS LLP	10.00
1387/2021	SPACEROOF DEVELOPERS LLP	10.00
1388/2021	SPACEROOF REALCON LLP	10.00
1389/2021	STARSPHERE REALTORS LLP	2.50
1393/2021	DEFSON DEVELOPERS LLP	2.50
1394/2021	SWEETPALM ESTATE LLP	2.50
1395/2021	SEAVIBES PROMOTERS LLP	10.00
1398/2021	SWEETKEY ESTATE LLP	10.00
1401/2021	STARSPHERE DEVELOPERS LLP	7.50
1402/2021	XELVA REALTORS LLP	10.00
1404/2021	SWEETPALM REALTORS LLP	10.00
1406/2021	TOPTERRACE ESTATE LLP	10.00
1427/2021	FLATDELUXE REALCON LLP	10.00
1428/2021	GLORYDREAM DEVELOPERS LLP	10.00
1429/2021	GLORY CITY DEVELOPERS LLP	10.00
1430/2021	GREENTERRACE REALTORS LLP	10.00
1431/2021	GREENTERRACE PROMOTERS LLP	10.00
1432/2021	GLORYVALLEY ESTATE LLP	10.00
1436/2021	HAPPYDREAM REALTORS LLP	10.00
1437/2021	KEYCASTLE DEVCON LLP	10.00
1438/2021	HIGHREALTY REALTORS LLP	10.00
1439/2021	KEYTOWN BUILDCON LLP	10.00
1440/2021	KEYVENUS DEVELOPERS LLP	10.00
1441/2021	KEYTOWN REALTORS LLP	10.00
1442/2021	HOMEKEY REALCON LLP	10.00
1443/2021	KEYHEAVEN DEVELOPERS LLP	10.00
1444/2021	HOMEORCHID REALTORS LLP	10.00
1479/2021	BRICKSROOF REALTORS LLP	10.00
1481/2021	OCEANVIEW ESTATE LLP	10.00
1483/2021	OCEANCITY REALTORS LLP	10.00
1484/2021	MOONBUILD COMPLEX LLP	10.00
1485/2021	KEYVILLA BUILDCON LLP	10.00

1486/2021	KEYVENUS ESTATE LLP	3.33
1487/2021	OCEANKEY REALTORS LLP	10.00
1488/2021	MOONBUILD REALCON LLP	10.00
1490/2021	NEXABUILD PROMOTERS LLP	10.00
1510/2021	LANDBEAN REALTORS LLP	10.00
1512/2021	BRICKSROOF PROMOTERS LLP	10.00
1515/2021	KEYVILLA REALCON LLP	10.00
1536/2021	CASSIOPEA REALTORS LLP	10.00
1538/2021	ERIGERE DEVELOPERS LLP	10.00
1540/2021	ORCHIDKEY REALTORS LLP	10.00
1543/2021	CLOUDKEY PROMOTERS LLP	10.00
1544/2021	CROWNPEAK REALCON LLP	10.00
1547/2021	CROWNPEAK ESTATE LLP	10.00
1549/2021	AQUADREAM PROMOTERS LLP	10.00
1550/2021	DREAMRISE REALCON LLP	10.00
1552/2021	CROSSWELL ESTATES LLP	10.00
1554/2021	CROWNPEAK DEVELOPERS LLP	3.33
1555/2021	BRICKSROOF DEVCON LLP	7.97
1556/2021	BUILDGROWN REALCON LLP	10.00
1557/2021	ERIGERE REALTORS LLP	10.00
1559/2021	DREAMRISE DEVELOPERS LLP	10.00
1564/2021	HOMEAGE REALCON LLP	10.00
287/2021	KEYVENUS REALTORS LLP	10.00
287/2021	LUXERIOR REALTORS LLP	10.00
287/2021	MOON KEY REALTORS LLP	10.00
287/2021	PAINTSKY ESTATE LLP	10.00
287/2021	SANDMOON REALTORS LLP	10.00
289/2021	BARROW REALTORS LLP	10.00
289/2021	BIRCHBURY HIRISE LLP	8.33
289/2021	BUILDNEST COMPLEX LLP	10.00
289/2021	HOUSEBRICKS CONSTRUCTORS LLP	10.00
289/2021	NEWLEIGH DEVELOPERS LLP	10.00
289/2021	PRIMDALE ESTATES LLP	10.00
290/2021	ADENMEAD DEVELOPERS LLP	10.00
290/2021	HIGHREX REALTORS LLP	6.67
290/2021	HOMEPAD REALTORS LLP	10.00
290/2021	HOMEPLAN HIRISE LLP	10.00
290/2021	HOMEROOF ESTATES LLP	10.00
290/2021	HOSTHOME BUILDERS LLP	10.00
290/2021	HOUSEMOVER REALTORS LLP	10.00

290/2021	LUXERIOR DEVELOPERS LLP	10.00
290/2021	NEXOVANT CONCLAVE LLP	10.00
290/2021	NINTHQUARTER PROMOTERS LLP	10.00
290/2021	OCEAN WOOD PROMOTERS LLP	10.00
290/2021	PICKET DEVELOPERS LLP	10.00
290/2021	ROOMANCY COMPLEX LLP	10.00
290/2021	SEA PALM BUILDERS LLP	10.00
290/2021	SIMPLEKEY REALCON LLP	10.00
290/2021	UPSIDE REALTORS LLP	10.00
3503/2021	CITYBRIGHT REALTORS LLP	10.00
3504/2021	PERING DEVELOPERS LLP	10.00
3505/2021	DOMESCA PROMOTERS LLP	10.00
3506/2021	LUSH TOWERS LLP	10.00
3507/2021	RELTIC BUILDERS LLP	9.17
3508/2021	LENDBURY INFRAPROPERTIES LLP	10.00
3509/2021	UDAYA INFRASTRUCTURE LLP	5.83
3511/2021	WHICHWOOD NIWAS LLP	10.00
3512/2021	CITYSKY REALCON LLP	10.00
3513/2021	RARESKIES REALTORS LLP	0.83
3515/2021	KEYTOWN DEVELOPERS LLP	10.00
3517/2021	TUSTI INFRASTRUCTURE LLP	10.00
3518/2021	STARTERRACE REALTORS LLP	3.66
3519/2021	CLOUDKEY REALCON LLP	2.00
3520/2021	HOMEORCHID PROMOTERS LLP	10.00
3521/2021	HOUSEDGE CONSTRUCTION LLP	10.00
3522/2021	NEXOVANT ESTATES LLP	3.33
3523/2021	CLOUDKEY ESTATE LLP	10.00
3524/2021	DREAMBRICKS BUILDERS LLP	10.00
3526/2021	RARESKIES DEVELOPER LLP	10.00
3527/2021	SUMMERMEAD DEVELOPERS LLP	10.00
3528/2021	LARKSPUR DEVCON LLP	10.00
3529/2021	ROOFCROWN PROMOTERS LLP	10.00
3531/2021	REALTOVA REALTORS LLP	10.00
3532/2021	UDAYA INFRASTRUCTURE LLP	4.00
3533/2021	KEYYCASTLE REALTORS LLP	10.00
3535/2021	CLOUDKEY REALCON LLP	2.50
3536/2021	OCEANKEY BUIDCON LLP	5.55
3537/2021	KEYHEAVEN REALTORS LLP	2.50
3538/2021	HOUSEEDGE DEVELOPERS LLP	10.00
3539/2021	VALLEYRISE DEVELOPERS LLP	3.00

3541/2021	HOMEROOF DEVELOPERS LLP	10.00
3542/2021	KEYHEAVEN REALTORS LLP	7.50
3543/2021	LANDBEAN DEVELOPERS LLP	10.00
3544/2021	CLOUDKEY REALCON LLP	3.33
3545/2021	GREENTERRACE ESTATE LLP	9.17
3546/2021	REGALESTATE PROMOTERS LLP	10.00
3547/2021	REALTOVA CONSTRUCTION LLP	10.00
3548/2021	NEST ASSET REALTORS LLP	10.00
3606/2021	TOWNRISE BUILDCON LLP	9.17
3608/2021	ROOMSPHERE REALTORS LLP	10.00
3609/2021	TOPTERRACE REALCON LLP	10.00
3610/2021	ROOMSPHERE DEVELOPERS LLP	10.00
3612/2021	TOWNVALLEY DEVELOPERS LLP	10.00
3614/2021	HOMEAGE PROMOTERS LLP	10.00
3615/2021	SWEETKEY REALTORS LLP	10.00
3620/2021	SEAVIBES REALTORS LLP	10.00
3622/2021	PAINTSKY REALTORS LLP	10.00
3623/2021	CLOUDKEY REALCON LLP	1.84
3624/2021	ROOFHEIGHT DEVELOPERS LLP	10.00
3625/2021	SEAVILLA REALCON LLP	10.00
3626/2021	VALLEYRISE DEVELOPERS LLP	6.66
3627/2021	ROOFCROWN DEVCON LLP	10.00
4496/2020	MOONHEIGHT ESTATE LLP	10.00
4496/2020	SKYTERRACE DEVELOPERS LLP	10.00
4498/2020	SATHVIK CONSTRUCTION LLP	10.00
4498/2020	SWANSGEEN DEVELOPERS LLP	10.00
4498/2020	UPNVETA BUILDERS LLP	10.00
4498/2020	SEQUOIA TOWERS LLP	10.00
4500/2020	OAKSIDE REALTY LLP	10.00
4500/2020	ONI ESTATE LLP	6.67
4501/2020	KINGION BUILDERS LLP	5.00
4501/2020	XELVA HIRISE LLP	10.00
4501/2020	YASHILA DEVELOPERS LLP	10.00
4520/2020	HOMECROWN INFRAPROPERTIES LLP	10.00
4520/2020	HOMEMOVER BUILDCON LLP	10.00
4520/2020	KINGION BUILDERS LLP	5.00
4521/2020	MODERNIVA PROMOTERS LLP	10.00
4521/2020	MORNINGVALE DEVELOPERS LLP	10.00
4521/2020	NEXOVANT ESTATES LLP	3.69

4521/2020	SWEETTERRACE PROMOTERS LLP	10.00
4522/2020	ONI ESTATE LLP	3.33
4522/2020	RAVISHING REALTY LLP	10.00
4522/2020	RISEONIC BUILDERS LLP	10.00
4522/2020	SAGENTUS TOWERS LLP	10.00
4523/2020	DENTOTA COMPLEX LLP	10.00
4523/2020	MOONHEIGHT REALTORS LLP	8.33
4524/2020	HALF CIRCLE TOWERS LLP	10.00
4524/2020	HERRINGBONE INFRACON LLP	10.00
4524/2020	HIGHREALTY PROMOTERS LLP	10.00
4524/2020	HIGHREX REALTORS LLP	3.33
4525/2020	APTIRO BUILDERS LLP	10.00
4525/2020	BLUE PEAKS BUILDERS LLP	10.00
4525/2020	CITYMOOR DEVELOPERS LLP	10.00
4525/2020	DEFSON DEVELOPERS LLP	7.50
5238/2021	DOVIMO BUILDERS LLP	2.14
5239/2021	ADARSH NIVASDEVELOPERS LLP	10.00
5243/2021	KEEP CASTLE REAL ESTATE LLP	10.00
5245/2021	HOMERLEY DEVELOPERS LLP	10.00
5247/2021	HOMESPHERE BUILDERS LLP	10.00
5250/2021	SKYHOUSE REALCON LLP	10.00
5253/2021	SKYHORIZON REALTORS LLP	10.00
5254/2021	HIGH SAIL PROMOTERS LLP	8.33
5255/2021	SKYHORIZON DEVELOPERS LLP	10.00
5256/2021	PEAKROOF REALTORS LLP	10.00
5257/2021	DOVIMO BUILDERS LLP	10.00
5258/2021	SKYDELIGHT REALTORS LLP	10.00
5259/2021	RARESKIES REALTORS LLP	3.75
5260/2021	STARTERRACE REALTORS LLP	6.66
5261/2021	OWNFULL REALTORS LLP	5.50
5263/2021	SKYVENUS REALTORS LLP	10.00
5264/2021	ROOFHEIGHT REALTORS LLP	10.00
5265/2021	SQUAREVALLEY REALCON LLP	10.00
5266/2021	SKYRED REALCON LLP	10.00
5267/2021	SKYRED DEVELOPERS LLP	10.00
5268/2021	CLOUDKEY REALCON LLP	1.83
5269/2021	SKYSWEET PROMOTERS LLP	10.00
5272/2021	TOWNRISE PROMOTERS LLP	5.50
5273/2021	SKYVENUS ESTATE LLP	5.50
5275/2021	ROOFCROWN REALCON LLP	10.00

5278/2021	SKYHOUSE ESTATE LLP	10.00
6889/2021	FLATDELUXE DEVCON LLP	10.00
Grand Total		**1,896.88**

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Description of the Said Road)

ALL THAT piece and parcel of demarcated land containing by measurement an area of **2.42 Acres** (equivalent to 242 Decimals) being part of the said Larger Land, lying and situated at Mouza Kamduni, J.L. No. 188, under Kirtipur-II Gram Panchayat, P.O. Kamduni, P.S. Rajarhat, District North 24 Parganas.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Description of the Project Land)

ALL THAT piece and parcel of demarcated land containing by measurement an area of **14.60 Acres** (equivalent to 1460 Decimals) comprised in R.S. & L.R. Dag Nos. 833 and 884, being part of the said Larger Land lying and situated at Mouza Kamduni, J.L. No. 188, under Kirtipur-II Gram Panchayat, P.O. Kamduni, P.S. Rajarhat, District North 24 Parganas.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Description of the Excess Land)

ALL THAT piece and parcel of demarcated land containing by measurement of an area of **1.94 Acres** (equivalent to 194 Decimals) being part of the said Larger Land lying and situated at Mouza Kamduni, J.L. No. 188, under Kirtipur-II Gram Panchayat, P.O. Kamduni, P.S. Rajarhat, District North 24 Parganas.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Description of the Row Housing Land)

ALL THAT demarcated piece and parcel of land containing by measurement an area of **6.03 Acres** (equivalent to 603 Decimals) comprised out of the larger land lying and situate at Mouza Kamduni, J.L. No. 188, under Kirtipur-II Gram Panchayat, P.O. Kamduni, P.S. Rajarhat, District North 24 Parganas.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Description of the Phase Land)

ALL THAT the piece or parcel of Land containing an area of **3.53 Acres** (equivalent to **353 Decimals)** be the same a little more or less comprised in L.R. Dag Nos. 833 & 884 recorded in several L.R. Khatian numbers, being part of the said Row Housing Land, lying and situated at Mouza - Kamduni, P.S. Rajarhat, P.O. Kamduni, , J.L. No. 188, P.S. Rajarhat, under Kirtipur-II Gram Panchayat, District North 24 Parganas.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:
(Description of the Said Phase Common Areas and Facilities)

Upon completion of the Said Phase, the Common Areas will, interalia, have the following, some of which will be common for the usage of other phases:

1	Sewerage Treatment Plant
2	Water filter Plant
3	Roads, installations, signage and security arrangements
4	The water pump, the pump room, water reservoirs, tube-wells
5	Fire Fighting and protection system
6	Fences, hedges boundary walls and main gate of the Complex
7	Generator for the common areas, office, store room, space to be used by the Promoter/FMC/Association, Ramps, driveway except the car parking spaces
8	Any park and any other facility and or amenity to be used in common in or about the Complex.

THE NINETH SCHEDULE ABOVE REFERRED TO:
(Description of the Said Row Housing Project Common Areas and Facilities)

1	24 hours security personnel
2	CCTV installed at critical locations
3	Standby generator for the Common Areas, Amenities & Facilities & the Units (Optional)
4	State-of-the-art fire-fighting equipment

5	Sewerage treatment plant and solid waste management with compacter and composter

THE TENTH SCHEDULE ABOVE REFERRED TO:
(Description of the Group Housing Land)

ALL THAT piece and parcel of demarcated land containing by measurement an area of **8.57 Acres** (equivalent to 857 Decimals) being part of the said Larger Land lying and situated at Mouza Kamduni, J.L. No. 188, under Kirtipur-II Gram Panchayat, P.O. Kamduni, P.S. Rajarhat, District North 24 Parganas

THE ELEVENTH SCHEDULE ABOVE REFERRED TO:
(Description of manners of the Said Row Housing Project)

1. It will be a gated complex named "**DTC EMBASSY**", hereafter referred to as the "Said Row Housing Project". A hoarding with the words "**DTC EMBASSY**" and a Logo of the Promoter may be affixed within the Said Row Housing Project at a place to be decided by the Promoter.

2. The Said Row Housing Project will comprise of residential row houses consisting of separate and self-contained enclosed spaces, hereafter called the "**Villa Units**", to be used for residential purposes.

3. The units with private gardens shall have concrete flooring in the private garden area with grass carpet on top of it, if any.

4. Certain portions of each Phase will be earmarked for the common use and enjoyment of the Villa owners and occupiers of that Phase, hereafter the "**Phase Common Portions**". However, the Villa owners and occupiers of all the Phases will be entitled to use and enjoy the Phase Common Portions of all the other Phases so that upon completion of the entirety of the Said Row Housing Project, the Phase Common Portions of all the Phases will together become the Project Common Portions.

5. As per the development plan of the Larger Land, there shall be a sewerage treatment plant and a water purifier plant installed in the Said Row Housing Project and the same shall be used in common for all the residents of the Said Row Housing Project and the Said Row Housing Project and the project/s to be constructed on the Future Development

Land. The Allottee agrees and undertakes that at no point will the Allottee and/ or the Association object to such usage.

6. After completion of each Phase, an association of the Allottees of the Units of that Phase will be formed, hereafter called the "**Phase Associations**". All Villa owners of a Phase shall compulsorily become members of the Phase Association of that Phase. Till formation of the Phase Association of any particular Phase, the Promoter shall manage and maintain the Phase Common Portions of that Phase and upon formation of its Phase Association, the Promoter shall handover the management and maintenance of that Phase to its Phase Association. Upon completion of all the Phases, all the Phase Associations will form one single association, hereafter called the "**Federation**", who will then manage and maintain the Project Common Portions.

7. An Agreement dated 10th February 2023, registered at A.R.A-II, in Book No. 1, CD Volume No. 1902-2023, Pages from 64357 to 64434, Being No. 190201791 for the year 2023 has been entered between the Promoters and the Land owners of the said arterial road as mentioned therein, for the Arterial Road. Such arterial road shall not form part of the project land and at all material times, the Promoter shall have the exclusive right over such land along with the underground sewerage lines, water pipes, electrical & optical fibre cables, and overhead wirings and connectivity and the Allottee under no circumstance shall claim any other right apart from the rights mentioned hereunder over the Arterial Road. The Arterial Road will be used by the allottees only for the purpose of ingress to and egress from the Said Complex having the bare minimum constructions like the gate at the entrance from the Khariberia Road and the guard room for the security personnel manning that gate. However, the allottee shall be able to use for such ingress and egress only to the extent of 12 metres in width out of 24 metres of the arterial road till the completion of the development of all the other phases. The entire width of 24 metres of the arterial road shall be made available to the allottee after the completion of all such phases. Furthermore, the Arterial Road shall be used by the Promoter for access and development of the further projects on portions of Larger Land and/or Future Development Land the Allottee and the phase Association shall not raise any objection to the same at all. Furthermore, the said arterial road shall give a common access, at absolute discretion of the Promoter, for all future developments by the promoter. The said road will remain the exclusive property of the Land owners of the arterial road always but all phases including future

development of the promoter will utilize this road as demarcated in a plan.

8. 'Parking Spaces' shall mean the space sufficient in size for parking of car, two wheeler or cycle in the portion of the basement, ground floor lever or at other level including mechanised parking, whether open or covered, of the said complex and/or other spaces as earmarked, expresses or intended to be reserved for parking of motor cars, two wheelers, cycles etc and shown in the plan approved by the planning authority to be allowed by the promoter for exclusive use of the allottee who opts to take it from the promoter at a consideration. The specifically allocated car parking spaces (dependent/independent) to a particular allottee shall be regarded as a limited common portion 'limited common area/reserved car park' to be allotted for the exclusive use by the individual allottee as decided by the promoter. Places for parking of cars and two wheelers, hereafter referred to as the "**Parking Spaces**", will be provided within the Said Project, which will be covered, open and mechanised as be sanctioned.

9. The Promoter will decide which portion of the Said Project is to be developed within which Phase, and each of such Phases will be deemed to be a separate real estate project within the meaning of the Rule.

10. That the project shall be constructed in phase wise manner and all common portions shall be constructed in different phases. Therefore, all the common portions and facilities may not be made available for the use of the allottee all at once and it shall be made available to the allottee in part wise manner after completion of each phase.

THE TWELFTH SCHEDULE ABOVE REFERRED TO:
(Description of the Specifications)

Foundation	Earthquake resistant Reinforced Concrete Cement structure
External Finish	Weather Proof Exterior Paint
Interior Finish	Putty Puning
Flooring	Interiors-Vitrified Tile
Kitchen	Granite counter with Stainless steel sink
	Dado of tiles up to 2 ft above the counter / platform

	Electrical point for Refrigerator, Water purifier, Microwave, Chimney & Exhaust fan
Toilet	Anti skid floor tiles
	Toilet Walls – Designer Glazed tiles on the walls upto lintel height
	Sanitary ware of reputed brand
	Chrome Platted fittings of reputed brand
	Electrical Point for Geyser & Exhaust Fan
	Plumbing provision for Hot / Cold water line
Doors & Windows	Main Door – Flush Door with Laminate on external side
	Internal Doors –Painted /Polished Flush doors
	Windows –Powder Coated Aluminium windows
Electricals	Provision for Split AC Points
	Provision for Cable TV / Internet infrastructure/Optical fibre to ELV room at common area
	Plug Points in all bedrooms, Living / Dining, Kitchen & Toilets
	Concealed copper wiring with Central MCB of reputed brands
	Door bell point at the main entrance door
	Modular switches of reputed brands

THE THIRTEENTH SCHEDULE ABOVE REFERRED TO:
(Description of the Villa Unit and Said Car Parking Space)

- Villa Unit No. __ having carpet area of about ___ Square Feet [which is equivalent to about _____ Square Feet of Super Built-up Area] at "Said Phase" in the Project namely "**DTC EMBASSY**".
- Type of Villa: ___
- Together with a Car Parking Space
- Together With pro-rata share of the Said Common Areas and Facilities.

Note:

1. The floor plan of the Villa Unit is annexed hereto and marked as PLAN-B.
2. In the event the Parking Space of the Allottee is non-dedicated, then the Allottee shall cooperate with allottee(s) of other non-dedicated parking space(s) with his/her Parking Space to facilitate each other for parking their respective vehicles.

THE FOURTEENTH SCHEDULE ABOVE REFERRED TO:

Part - I

(Total Price)

The Total Price payable for the said Villa Unit based on Carpet Area, is as follows:

Particulars	**Rate per Square Feet**	**Amount (In INR)**
Villa Unit Cost		
Proportionate cost of Common Areas		
Car Parking		
Consideration of the Unit		
Infrastructure Development Charges (IDC)		
External Development Charges (EDC)		
Consideration of other allied services		
Club Membership Charges		

Part – II (A)

(Payment Plan)

General

(In case of agreement before commencement of construction of the respective Building)

On Expression of Interest	Rs. 1,00,000/- together with applicable Goods & Service Tax.
Booking Amount within 10 days from the date of Booking Letter	10% of the Total Price with applicable GST Less the amount paid at the time of Expressions of Interest together with applicable Goods & Service Tax.
On Execution of Sale Agreement and payment within 30 days from date of Booking letter	10% of the Total Price with applicable GST
On start of foundation of Villa	10% of the Total Price with applicable GST
Completion on Ground Floor Casting	10% of the Total Price with applicable GST
Completion of 1st Floor Casting + 30% of other cost	10% of the Total Price with applicable GST

Completion of 2nd Floor Casting	10% of the Total Price with applicable GST
Completion of Ultimate Roof casting of the villa	10% of the Total Price with applicable GST
Completion of Putty for the Villa +70% of other cost	10% of the Total Price with applicable GST
Completion of Flooring of villa	10% of the Total Price with applicable GST
Completion of the villa (except bathroom fitting)	5% of the Total Price with applicable GST
Possession	5% of the Total Price with applicable GST
Total costs including GST	**100%**

Part – II (B)
[Payment plan of the Allottee]

Inasmuch as the Piling work has been completed, the Payment Plan for the Allottee will be as follows:

On Expression of Interest	Rs. 1,00,000/- together with applicable Goods & Service Tax.
Booking Amount within 10 days from the date of Booking Letter	10% of the Total Price with applicable GST Less the amount paid at the time of Expressions of Interest together with applicable Goods & Service Tax.
On Execution of Sale Agreement and payment within 30 days from date of Booking letter	20% of the Total Price with applicable GST
Completion on Ground Floor Casting	10% of the Total Price with applicable GST
Completion of 1st Floor Casting + 30% of other cost	10% of the Total Price with applicable GST
Completion of 2nd Floor Casting	10% of the Total Price with applicable GST
Completion of Ultimate Roof casting of the villa	10% of the Total Price with applicable GST
Completion of Putty for the Villa +70% of other cost	10% of the Total Price with applicable GST
Completion of Flooring of villa	10% of the Total Price with applicable GST

Completion of the villa (except bathroom fitting)	5% of the Total Price with applicable GST
Possession	5% of the Total Price with applicable GST
Total costs including GST	**100%**

Part - III

[Payment plan of the Allottee for Club]

On Allotment Stage of the respective Unit	10% of the total club membership charges together with applicable GST.
On Completion of 1st Floor Casting of the respective Unit	50% of the total club membership charges together with applicable GST
On Completion of Internal Flooring of the respective Unit	40% of the total club membership charges together with applicable GST

THE FIFTEENTH SCHEDULE ABOVE REFERRED TO:
(COVENANTS)

1. Allottee's Covenants:

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

1.1. Allottee is aware of construction finance availed by the Promoter and requirement of NOC:

(a) The Allottee is aware and acknowledges that the Allottee is required to obtain a prior written consent / permission / No Objection Certificate from the Promoter for creation of any encumbrances on the Villa Unit while availing of Housing Loan or otherwise in respect of the Villa Unit.

(b) The Allottee agrees and undertakes not to create any encumbrances over the Villa Unit till such time a consent / permission / No Objection

Certificate in writing is received from the respective financial institution expressly permitting such creation.

1.2. Allottee is aware of and satisfied with common amenities and facilities and specifications:

(a) The Allottee, upon full satisfaction and with complete knowledge of the common amenities, facilities and specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with DTC EMBASSY and has agreed that the Allottee shall neither have nor shall claim any right over any portion of DTC EMBASSY save and except the Villa Unit.

1.3. Allottee to obtain No Objection Certificate from Lender for nomination/transfer:

(a) The Allottee agrees and acknowledges that in the event the Villa Unit and/or the rights of the Allottee under this Agreement are subject to any loan, mortgage or charge in favour of any bank, financial institution or lender, the Allottee shall obtain prior written consent / No Objection Certificate from such lender before seeking nomination, assignment or transfer of the Villa Unit or the rights and obligations under this Agreement.

(b) The Allottee further agrees and undertakes that no nomination, assignment or transfer shall be requested or effected unless such No Objection Certificate from the concerned lender has been furnished to the Promoter, and the Promoter shall be entitled to refuse to record or recognise any such nomination, assignment or transfer in absence of such consent.

1.4. Allottee to mutate and pay rates & taxes:

(a) The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of competent authority, and (2) pay the rates & taxes (proportionately for the Project and wholly for the Villa Unit from the date of possession notice and until the Villa Unit is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/ Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

1.5. Allottee to pay maintenance charge:

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

1.6. Charge/Lien:

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

1.7. No rights of or obstruction by Allottee:

(a) All open areas in the Said Phase and/or Said Row Housing Project proposed to be used for open car parking spaces shall form a part of the Limited Common Areas and the Promoter is entitled to permit the right to exclusive use of such car parking areas in favour of the intending allottees.

(b) All open car parking spaces earmarked for visitor and common car parking use shall be deemed to be common areas for the enjoyment of all the allottees in the Project.

1.8. Obligations of Allottee: The Allottee shall:

(a) Co-operate in management and maintenance:

Co-operate in the management and maintenance of the common areas facilities and amenities by the Promoter / Association (upon formation), as applicable.

(b) Observing Rules:

Observe the rules framed from time to time by the Promoter / Association (upon formation) for the beneficial common enjoyment of the common areas, facilities and amenities.

(c) Paying Electricity Charges:

Pay for electricity and other utilities consumed in or relating to the Villa Unit from the date of fit out.

(d) Meter and Cabling:

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the Villa Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other villa owners. The main electricity meter will be installed only at the space designated for common meters. The individual electricity meter for the Villa Unit shall have to be installed by the Allottee at the designated space provided by the Promoter, and all requisite fees, deposits and charges in connection therewith shall be borne and paid solely by the Allottee, and shall not be the liability of the Promoter. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Villa Unit is located save in the manner indicated by the Promoter / Association (upon formation).

(e) Residential Use:

Use the Villa Unit for residential purpose only. Under no circumstances shall the Allottee use or allow the Villa Unit to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Villa Unit to be used as a religious establishment, hotel, guesthouse, service villa, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) Maintenance of the Villa Unit:

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Villa Unit, at the cost of the Allottee.

(g) Use of Common Toilets:

Ensure that the domestic help/service providers visiting the Villa Unit use only the common toilets and while so using, keep the common toilets clean and dry.

(h) Use of Spittoons / Dustbins:

Use the spittoons / dustbins located at various places in the Project.

(i) No Alteration:

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Villa Unit and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the Villa Unit.

(j) No Structural Alteration and Prohibited Installations:

Not alter, modify or in any manner change the structure or any civil construction in the Villa Unit and the building. The Allottee shall also not alter or modify any plumbing lines or drainage lines within the Villa Unit and/or the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the building and/or on any external part of the building. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the Villa Unit at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or Association shall be entitled to demolish the changes and restore the Villa Unit to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

(k) No Air Conditioning Without Permission:

Not to install any window air-conditioning units anywhere in the Villa Unit and to install the indoor units of the air-conditioning at such spaces as provided by the Promoter for such purposed without prior permission of the Promoter. The Villa Unit has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units.

(l) Energy Efficient Lighting:

The Allottee is advised to use energy-efficient lighting systems, including LED lamps and fixtures or other power-efficient equipment within the Villa Unit, in order to promote energy conservation and efficient power consumption within the Said Row Housing Project.

(m) No Collapsible Gate:

Not install any collapsible gate outside the main door / entrance of the Villa Unit or on the balcony or verandah.

(n) No Grills:

Not install any grill on the balcony verandah.

(o) No Sub-Division:

Not to sub-divide the Villa Unit and the Common Areas, under any circumstances.

(p) No Change of Name:

Not to change/alter/modify the name of the building from that mentioned earlier in this Agreement.

(q) No Nuisance and Disturbance:
Not to use the Villa Unit or the common areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

(r) No Storage:
Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the common areas.

(s) No Obstruction to Promoter / Association:
Not to obstruct the Promoter / Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the building, Said Phase and/or other phases by way of various phases, and selling or granting rights to any person on any part of the said Building.

(t) No Obstruction of Common Areas:
Not to obstruct the pathways and passages of the common areas or use the same for any purpose other than for ingress to and egress from the Villa Unit.

(u) No Violating Rules:
Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

(v) No Throwing Refuse:
Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common areas save at the places indicated therefore.

(w) No Injurious Activities:
Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Villa Unit, the said building, the common areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(x) No Storing Hazardous Articles:

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Villa Unit, the common areas, and the building.

(y) No Signage:
Not to put up or affix any sign board, name plate or other things or other similar articles in the Said Common Areas, inside or outside the windows and/or the outside walls of the Villa Unit/said building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Villa Unit.

(z) No Floor Damage:
Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

(aa) No Installing Generator:
Not to install or keep or run any generator in the Villa Unit.

(bb) No Misuse of Water:
Not to misuse or permit to be misused the water supply to the Villa Unit.

(cc) No Damage to Common Portions:
Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

(dd) No Hanging Clothes:
Not to hang or cause to be hung clothes from the balconies of the Villa Unit.

(ee) No Smoking in Public Places:
Not to smoke in public areas of the building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

(ff) No Plucking Flowers: Not to pluck flowers or stems from the gardens.
(gg) No Littering: Not to throw or allow to be thrown litter in the Said Common Areas.
(hh) No Trespassing: Not to trespass or allow trespass over lawns and green plants within the Said Common Areas.
(ii) No Animal Slaughter

Not to kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Villa Unit, Building and/or the Phase Land and/or the Project Land or on any portion thereof, under any circumstances whatsoever.

(jj) No Covering of Common Portions:
Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the Villa Unit.

(kk) To pay Goods & Service Tax:
To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

(ll) Pets
Birds or animals or any other pets shall not be kept or harboured in the common areas.

1.9. Notification regarding Letting/Transfer:
If the Allottee lets out or transfers the Villa Unit, the Allottee shall immediately notify the Promoter/ Association (upon formation) of the tenant's/transferee's address and telephone number.

1.10. No Right in Other Areas:
The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the Villa Unit and the share in the Common Areas of the Said Phase, and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing the other phases of the Project.

2. Promoter's Covenants:
The Promoter covenants with the Allottee and admits and accepts that:

2.1. No Creation of Encumbrance:
During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the Villa Unit, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

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

SIGNED AND DELIVERED by the within named PROMOTER at Kolkata in the presence of:

SIGNED AND DELIVERED by the within named Owners at Kolkata in the presence of:

SIGNED AND DELIVERED by the within named ALLOTTEE at Kolkata in the presence of:

DATED THIS DAY OF _____, 2026

BETWEEN

_____-

... **Promoter**

AND

(_____)

... **Allottee**

DTC PROJECTS PVT LTD

Authorised Signatory