

AGREEMENT FOR ALLOTMENT OF ROW HOUSE

This Agreement is made at Howrah on this ____ day of _____, Two Thousand Twenty Five

BETWEEN

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

AND

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

AND

_____, **[PAN. _____]**, son/daughter/wife of _____, aged about ____ years, residing at _____, (hereinafter referred to as **"the Allottee"** which term or expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **Third Part**;

WHEREAS:

1. The Governor of the State of West Bengal ("**GOWB**") was desirous of developing an Integrated Satellite Township in West Howrah. Various parcels of land were acquired by GOWB and transferred to Kolkata Metropolitan Development Authority ("**KMDA**") for the purpose of development of the Integrated Satellite Township in West Howrah ("**said Larger Land**").
2. Kolkata West International City Private Limited ("**KWICPL**") has been granted the said Larger Land under various Lease Deeds for development of the same as a Residential-cum-Commercial Township.

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3. By a Deed of Lease dated 10th November, 2006 ("**Head Lease**"), KMDA granted KWICPL a lease for 999 years in respect of land admeasuring 77.01 Acres situated at Mouzas Salap, Tentulkuli, Pakuria, Baltikuri, Khalia and Kona in the District of Howrah ("**Demised Land**").
4. KWICPL is entitled to grant Sub-Lease and/or Under-Lease the constructed areas together with the residential buildings and/or structures erected thereon, both present and future, of any portion of the Demised Land.
5. KWICPL has commenced development of a Residential-cum-Commercial Township in phases named "Kolkata West International City" ("**the Township**") as per the Master Plan sanctioned and revised from time to time.
6. Joyville Shapoorji Housing Private Limited ("**JSHPL**"), formerly known as Drashti Developers Private Limited, is engaged in the business of real estate development and has entered into an Agreement for Sub-Lease dated 27th November, 2013 registered in the Office of the District Sub-Registrar, Howrah and recorded in Book No. I, CD Volume No.35, Pages from 2373 to 2414, Being No.10427, for the year 2013 with KWICPL, as the Sub-Lessor as modified by a Declaration dated 24th April, 2014, whereby KWICPL has granted and/or agreed to grant sub-lease of the vast constructed area comprised of several self contained independent flats/apartments and other structures to be constructed utilizing development potential using FAR of 36,00,000 (Thirty Six Lakh) Square Feet (hereinafter referred to as "**the said Development Area**") together with the piece and parcel of land admeasuring 30.385 (Thirty Point Three Eighty Five) Acres or thereabout more fully described therein ("**Sub-Leased Property**").
7. The Promoter shall undertake the development of the Sub-Leased Property in a phase wise manner consisting of residential buildings / structures along with their common areas, facilities and common amenities on the Sub-Leased Property, in such manner as the Promoter may in its discretion may deem fit. The Promoter is entitled to modify, amend and/or substitute the proposed future and/or further development of the Sub-Leased Property, in full or part, subject to the obtainment of requisite approvals and permissions. The portion of the said Land is being developed by JSHPL into a residential project comprising of buildings/apartments and Row Houses, each being an independent dwelling unit constructed on individual plots, along with common infrastructure and amenities ("**the said Property**").
8. In terms of the Agreement for Sub-Lease and Declaration, JSHPL is entitled to transfer, assign and/or mortgage its rights under the said Agreement, including rights to built-up area constructed utilizing development potential arising out of FAR of 36,00,000 square feet, for the unexpired residual term of 999 years.
9. KWICPL has empowered JSHPL through a registered Power of Attorney dated 27th November, 2013 (registered at the Office of the District Sub-Registrar, Howrah, in Book No. I, CD Volume No.35, Pages from 2415-2428, Being No.10428, for the year 2013) to execute agreements and documents necessary for transfer, lease, license, or assignment of the said Property or any part thereof.
10. JSHPL has changed its name from Drashti Developers Private Limited to Joyville Shapoorji Housing Private Limited, as approved by the Registrar of Companies, Mumbai, on 15th October, 2015.

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11. The Property is being developed and promoted by KWICPL and JSHPL ("**the Promoter**") in phases. The current phase, comprising multiple Row Houses, is named "_____".
12. The Promoter has appointed M/s Shapoorji Pallonji & Co. Private Limited as Development Manager for planning, supervision, marketing, and sales management of the phase "_____".
13. The Promoter has agreed to allot to the Allottee a specific Row House constructed on a designated plot within the phase "_____", together with exclusive rights to use designated parking space(s) along with the garden area along with proportionate and undivided share in the land appurtenant thereto and proportionate rights in common areas and facilities, for the unexpired residual lease period of 999 years, on the terms mentioned herein.
14. The Promoter has registered the phase "_____" under the Real Estate (Regulation and Development) Act, 2016 ("**RERA**").
15. In terms of RERA, the Promoter is required to enter into a written Agreement with the Allottee, containing the terms, conditions, stipulations, and provisions for allotment and transfer.
16. Accordingly, this Agreement is being entered into between the Parties hereto pursuant to the Allottee's Application for Allotment and the Provisional Allotment Letter, superseding all prior understandings, for the transfer of the said Row House by way of Sub-Lease/Under-Lease/Assignment.

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

1. The Promoter shall construct the Row House and/or Row House(s) in "Phase _____" consisting of several Row houses together with other facilities more fully described in the **First Schedule** hereunder in accordance with the plans, lay out plans, designs and specifications as approved by the competent authorities and/or appropriate authority(ies) provided always the Promoter shall have to obtain prior consent in writing of the Allottee(s) in respect of variations and/or modifications which may adversely affect the Agreement of the Allottee except any addition and/or alteration required by any Government Authority or due to any change in law.
2. (a) In pursuance of the foregoing and in consideration of the benefits and mutual obligations respectively accruing to and undertaken by the Parties hereto, the Promoter hereby agrees to allot ___ bedrooms + ___ study room Row House together with balcony area bearing No. _____ admeasuring _____ Square meter (equivalent of _____ Square feet of Carpet Area) bearing Row House No. _____ along with proportionate and undivided share in the land appurtenant thereto admeasuring _____ sq. ft. together with the exclusive right of the Allottee to exclusively use _____ four wheeler parking space(s) admeasuring _____ Square meter (equivalent of _____ Square ft.) along with the garden area on the front side admeasuring _____ Square meter (equivalent of _____ Square ft.) and garden area on the rear side admeasuring _____ Square meter (equivalent of _____ Square ft.) as limited common area and facility appurtenant to the said Row House, thereby aggregating to _____ Square meter (equivalent of _____ Square ft.), as described in the **Second Schedule** hereunder written (hereinafter collectively referred to as "**the said Row House**") and the Allottee agrees to take on Sub-Lease/Under-Lease and/or by way of transfer and/or assignment of right, title, interest of the Promoter in the said Row House for the Consideration of Rs. _____ /-

(Rupees _____ Only), and the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** hereunder written. The said Row House along with the parking space/s and garden area/s is marked in _____ color; _____ color and _____ color respectively on the plan annexed hereto as **Annexure A**.

(b) The limited common area and facilities in respect of the Row House shall mean any exclusive garden area/s attached to the Row House, that are carved out from and out of the Common Areas of the Phase _____, and which are allotted for the exclusive use by such Allottee of the Row House as they would be attached to and capable of being used by the Allottee and to be maintained by the Allottee, at their cost and not as part of the Common Area. The Car Parking space/s shall also be a part of the limited common area, to be maintained by the Allottee, at their cost and the Allottee shall have the exclusive right thereto to the exclusion of other owners of the row house/s in the Phase _____. It is agreed between the Parties that the limited common areas and facilities in respect of the Row House shall be for the exclusive use, enjoyment, possession and occupation of Allottee/s, in whose favour the exclusive rights to use, enjoy, possess and occupy the same are being created. The Allottee hereby agrees and confirms that the Allottee shall not enclose the limited common areas and facilities appurtenant to the said Row House, and shall not allot / transfer / sub-lease, in any manner whatsoever, the limited common areas and facilities appurtenant to the said Row House independently, and the same can be done only if the said Row House is transferred by the Allottee.

(c) The Allottee shall also have undivided proportionate share in the common areas of the Phase _____ / Sub-Leased Land, as the case may be. Since the share of the Allottee is undivided and proportionate, the same cannot be separated, hence, the Allottee shall use the common areas and facilities in common with other occupiers / allottees of the Phase _____ / Sub-Leased Land, as the case may be, without causing any inconvenience or hindrance to them. Further, such right of the Allottee to use the common areas and facilities is always subject to payment of the CAM Charges and other charges, as may be applicable, and set out herein.

3. Consideration, Additional Costs and Charges:

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

detailed in the **Fourth Schedule** hereunder written without any default. The Consideration Amount excludes Taxes [consisting of tax paid or payable by way of Goods And Service Tax (GST) and any other similar taxes] which may be levied in connection with the construction of and carrying out of the Project payable by the Promoter upto the date of handing over of possession of the Row House.

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

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

(b)

(i) **Corpus Fund Deposit:**

The Allottee shall be required to pay a sum of Rs. _____/- (Rupees _____ only) towards Maintenance Corpus Deposit which will be created for replacement, refurbishing, major repairs of the plants and equipments, and painting of external facade of the row house and other amenity structures at periodical intervals and also towards any unforeseen contingency in future. The said Corpus Deposit, after adjustment of all dues, including but not limited to any outstanding CAM (Common Area Maintenance) charges, shall be transferred to the Row House Owners' Association or relevant body upon its formation, without any interest.. The balance maintenance Corpus Deposit Amount which will be available with JSHPL will subsequently be handed over to the Association to be formed and till the time will be deposited in a Term Deposit Account with State Bank of India (SBI) or any other Nationalised /Scheduled Bank and the interest so received against the same may be utilized for part financing/maintenance of the common areas, if required, in the "Phase_____".

(ii) **Advance maintenance charges:**

Advance Maintenance Charges for the initial period of 5 years, will be required to be paid to the Promoter and/or authorized Agency either in lumpsum or in installment in the manner as may be required and demanded by the Promoter and the same has been presently estimated totaling to Rs. _____/- (Rupees _____ only). The amounts collected from the Advance Maintenance Charges shall be used towards funding the recurring common maintenance charges including the service of any other taxes payable by the Promoter in this regard, wherever applicable and for the upkeep, operation, and maintenance of the common areas and shared amenities of the project, including but not limited to internal roads, street lighting, security services, landscaped areas, water supply systems, drainage, and other infrastructure facilities, not limited to KWIC township on the Larger Land. In addition to the CAM charges, the cost of maintenance and upkeep of the common approach road from the KWIC main gate to the complex gate shall be shared proportionately by the Allottees and/or the respective associations of all phases, as and when demanded by KWIC, the ultimate Apex Body and/or Federation formed therein, or the designated maintenance agency/company/Promoter maintaining the said road. If necessary, the Promoter shall be entitled to adjust such charges from the available Common Area Maintenance (CAM) funds and/or raise additional bills to cover any shortfall in CAM expenses. In case, there is an

increment/escalation in the actual cost of common area maintenance, the Promoter shall initiate the proportionate increase in the Advance Maintenance Charges to the Allottee and the same shall be paid by the Allottee within the time period intimated by the Promoter. Any delayed payment of Advance Maintenance Charges /any increment thereon will attract interest payable at the rate as prescribed under RERA at such rate as may be decided by the Promoter whichever is less from the due date communicated by the Promoter till the date of actual realisation of payment from the Allottee. Each Allottee of a Row House shall be liable to pay Common Area Maintenance Charges ("**CAM Charges**"). The CAM Charges shall be calculated either on a per square foot basis of the carpet area of the Row House or as a uniform fee, as determined by the Promoter. Until the formation of the Association and formal handover of the common areas, the Promoter shall be responsible for maintaining the common areas and shall collect CAM Charges from the Allottees. The Promoter shall provide an audited statement of accounts at the time of handover to the Association. Upon formation of the Association, the responsibility for collection and management of CAM Charges shall vest with the Association. The Association shall ensure proper accounting, periodic audits, and transparent utilization of the maintenance funds. CAM Charges shall be payable irrespective of occupancy status. Non-payment of CAM Charges shall attract interest at the rate in accordance with RERA.

(iii) Association Formation Charges:

An Association of allottees of row houses will be formed for "Phase_____" and each Allottee shall be a member of such Association. The Association shall administer the said Property in accordance with the West Bengal Apartment House Ownership Act, 1972 as amended upto date and Rules made thereunder. Association Formation Charges of Rs._____/-(Rupees _____ only) per Row House has to be paid by each Allottee for formation of such Association.

(iv) Infrastructure Development Charges:

Each Allottee has to bear and pay Infrastructure Development Charges for the development of infrastructure facilities within "Phase_____" as well as for the common areas and facilities pertaining to the entire Project, more particularly for the development of roads, within the township and/or common area and facilities. The same has been presently estimated to totaling Rs._____/-(Rupees _____ only).

(v) One-time Club House Development Charge:

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

The Allottee has to pay Rs. _____/-(Rupees _____ only) to the Promoter towards Legal Service and Documentation Charges including all out of pocket expenses incurred or to be incurred in connection with the Registration of the Deed of Sub-Lease/Under Lease/Transfer/Assignment.

The deposits/other charges or levies demanded or required to be paid to the concerned authorities (including but not limited to Municipality/Municipal Corporation, any Development Authority, Pollution Control Authority/Board, Fire Control Departments, Governmental/Statutory Authority and the Goods and Services Tax or any other taxes/levies payable to Central/State Government or others from time to time, betterment or other levels in regard to the construction of the said Row House and proportionate cost of cable, transformers, pollution control equipment, firefighting equipment and the installation thereof) in connection with the development of the "Phase _____" shall be paid to the Promoter in part or in full upon demand or against at the time of taking over possession of the said Row House and/or as and when demanded by the Promoter.

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

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

- (c) The amounts of deposits and outgoings payable of the premises in this Phase have been fixed provisionally by the Promoter and the Purchaser(s) shall be bound by the same. The Promoter/ Row House Owners' Association may revise and re-fix the amounts payable for the allottees. If the amount of monthly maintenance charges / CAM Charges fixed by the Promoter (which is an estimated figure) is found to be short, the Allottee shall pay to the Promoter such revised amount as may be fixed by the Promoter, failing which the same shall be considered as breach of this Agreement by the Allottee.
 - (d) All taxes (including GST, Work Contract Tax, and VAT etc.), duties, levies and/or sur-charges, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulations in respect of the said Row House "Phase _____" or the maintenance thereof, shall be borne and paid by the Allottee proportionately or wholly as the case may be, without raising any objection thereto, as and when required by the Promoter and the Promoter shall not be liable for the same. The Payments to be made by the Allottee as mentioned in Clause no. 3 are hereinafter collectively referred to as "the Consideration Amount". All additional charges and CAM charges, costs are estimated as on date and the same may be altered at the sole discretion of JSHPL and the Allottee is liable to pay the differential amount without fail.
- 3.4. All payments under this Agreement including payment of consideration towards the Row House Cost and the Additional Costs and Charges as mentioned in Clause no. 3 shall be made by Cheque and/or Demand Draft payable at Kolkata/Howrah. In case of any Cheque or Demand Draft payable outside Kolkata/Howrah, the actual Bank Collection Charges actually incurred for this purpose will be debited to the Allottee's account as it is payable by the Allottee and the payment will be appropriated towards the consideration amount and other charges payable by the Allottee to the Promoter. In this regard the date on which the Account of JSHPL will be credited by payment of the Allottee will be considered as "the date of payment by the Allottee" and interest will become payable from the due date till the amount is credited.

- 3.5. In case any Cheque issued by the Allottee is not honoured due to any reason whatsoever, the Allottee without prejudice to the rights of the Promoter against the Allottee for dishonor of Cheque will be liable to pay Rs.500/- only with applicable taxes to the Promoter and/or in accordance with the provisions if any, under of RERA and a fresh Cheque has to be issued within a period of thirty (30) days from the date of initial demand, provided that the Allottee agrees to pay interest at the Bank's prevailing rate per annum from the date of default till the date of payment realisation for a maximum period of thirty (30) days In case of any dishonour of cheque all further payments will have to be made via Demand Draft/ NEFT / RTGS.

4. Construction & Specifications:

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

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

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

5. Completion and Possession:

- 5.1. Time is the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Row House(s) to the Allottee and the common areas to the Association of the Allottees after receiving the Completion Certificate and Occupancy Certificate respectively. Similarly, the Allottee shall make timely payments of the installments and/or other dues payable by the Allottee and meeting the other obligations under the Agreement subject to simultaneous completion or construction by the Promoter as provided herein.
- 5.2. If the Promoter fails to abide by the time schedule for completing "Phase_____ " and handing over the Row House(s) to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from "Phase_____ ", interest with applicable taxes

as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till handing over of the possession. The Allottee agrees to pay to the Promoter interest with applicable taxes as prescribed under the Rule framed under RERA, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter till the payment is made.

- 5.3. Without prejudice to the right of the Promoter to charge interest with applicable taxes in the manner provided herein on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement [including his/her proportionate share of taxes, levied by the concerned local authority and other outgoing(s)] and on the Allottee committing three (3) defaults of payment of installments, the Promoter shall at its own option may terminate this Agreement.

Provided that, the Promoter shall give notice of thirty (30) days in writing to the Allottee, by Registered Post with A/D / courier at the address provided by the Allottee and the mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which It is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such Notice period the Promoter shall be entitled to terminate this Agreement. Provided also that upon termination of the Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of forty-five (45) days of the termination, the installment of Consideration Amount of the Row House which may till then have been paid by the Allottee to the Promoter.

- 5.4. Subject to Force Majeure Events, it is agreed between the Parties hereto that the Promoter shall complete and/or cause to complete construction of the said Row House within a period of _____ months from the date of execution of this Agreement. Upon completion of the said Row House in all respects and upon obtaining the "Completion Certificate" from the competent authority and payment made by the Allottee in terms of this Agreement, JSHPL shall hand over possession of the said Row House along with the copy of the Completion Certificate obtained from concerned Municipality or any other concerned statutory Authority. On completion of the construction of the said Row House, JSHPL shall by a Notice in writing sent to the Allottee call upon the Allottee to take possession of the said Row House (hereinafter referred to as "the **Notice of Possession**"). It is made clear that handing over of possession of the Row House by JSHPL to the Allottee is subject to payment of the Consideration Amount by way of installments and the Additional Costs and Charges as mentioned in Clause no. 3.
- 5.5. The Allottee within 20 (Twenty) days of receiving Notice of Possession should take over possession of the Row House from the Promoter. In the event of failure to take possession of the said Row House, the Allottee shall be liable to pay holding charges to the Promoter which shall be payable an amounting to Rs. _____ /- (Rupees _____ Only) along with applicable taxes or as prescribed under the Rules framed under RERA.
- 5.6. Subject to Force Majeure Events, if the Promoter fails to deliver possession within _____ months from the date of execution of this Agreement, the Promoter shall be liable to pay such compensation as may be prescribed under the Rules framed under RERA and which both parties agree that it is a reasonable estimate of the damages that the Allottee may suffer and the

Allottee agrees that the Allottee shall have no other rights and/or remedies and/or claims whatsoever. The same will be adjusted with the amount payable as demanded in the "Notice of Possession".

5.7. On and from the Possession Date:

- (i) The said Row House shall be at the sole risk, cost and consequences of the Allottee and the Promoter shall have no liability or concern thereof;
- (ii) The Allottee/s shall become liable to pay the Maintenance Charges and all other expenses necessary and incidental to the management and maintenance of the Project as provided herein in respect of the said Row House and the Common Areas and facilities including KWIC township charges;
- (iii) All taxes, duties, levies, cesses, statutory charges etc. including GST, deposits imposed, demanded or required to be paid to the authorities concerned or the Association, as may be decided shall be borne solely by the Allottee as provided herein.

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

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

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

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

6. **Transfer to the Nominee**

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

under this Agreement in respect of the said Row House only if all the following conditions are complied with: -

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

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

- 6.2. The Promoter in its absolute discretion be entitled to refuse consent to nomination/transfer/disposal etc. of the said Row House to any person not being the Family member of the Allottee if the Allottee intends to make such nomination/transfer/disposal etc. within a period of 1 (one) year from the date of this Agreement and any nomination/transfer/disposal made in contravention/violation of such refusal to give consent shall be void ab initio.
- 6.3. In addition to the covenants and obligations hereinbefore contained, the Allottee shall also discharge certain additional obligations towards the Promoter and other Allottees of "Phase_____" or the entire Project more fully described in the **Fifth Schedule** hereunder written.

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

- 7.1 The Promoter through their respective authorized signatory/Constituted Attorney will execute the Deed of Sub-Lease/ Deed of Under Lease/Deed of Assignment, as the case may be and/or other papers and documents for transfer of the said Row House on Sub-Lease/Under-Lease for the unexpired residual term of 999 years which has commenced from 10th November, 2006 upon completion of the entire Project and only upon all of the following conditions and obligations having been satisfied by the Allottee :-
 - (a) The consideration as and by way of Sub-Lease/Under-Lease and the Additional Costs and Charges, as mentioned in Clause no. 3 respectively herein are paid in full by the Allottee;
 - (b) The Allottee is not in default in respect of any of his/her/their obligations;
 - (c) The Allottee executes an Undertaking and Indemnity in favour of the Promoter in respect of the Allottee's obligations to pay the Additional/further Stamp Duty, additional Registration Fees, other levies, interest and penalty, if any, relating to execution and registration of the Deed of Sub-Lease and/or Under Lease.

- 7.2. The Deed of Sub Lease/Under-Lease/Assignment in respect of the said Row House shall be prepared and finalized by the Promoter's Advocates and the Allottee agrees to execute such Deed of Sub-Lease/Deed of Under-Lease without asking for any modification thereto, unless agreed to by the Promoter or its Advocates.
- 7.3. In case of death of the Allottee prior to the execution and registration of the Deed of Sub-Lease/Under Lease in his/her favour, the legal representative(s) of the Allottee shall be entitled to obtain in his/her/their favour the Deed of Sub-Lease/Deed of Under Lease in respect of the said Row House subject to production of necessary documents of representation to title as may be required by the Promoter in this regard, including Probate, Letters of Administration and Succession Certificate furnishing a Letter of Indemnity in favour of the Promoter in the form and manner satisfactory to the Promoter.
8. **Maintenance and Enjoyment:**
- 8.1. The said Project shall initially be managed and maintained by the Promoter or any Maintenance Agency appointed by the Promoter at its sole discretion (hereinafter referred to as "**the Maintenance Agency**"). The Allottee hereby agrees and undertakes to pay the monthly or quarterly maintenance charges, as applicable, after the exhaustion of the initial advance CAM charges collected at the time of possession of the Row House, including any periodic increases thereto as specified in Clause No. 3 of this Agreement. Such payments shall be made to the Promoter or to any Maintenance Agency appointed by the Promoter for this purpose. The Allottee further agrees to continue making such payments towards apex area maintenance charges, as and when demanded, even after the maintenance responsibilities are handed over to the Association, in the manner and within the timelines prescribed by the Promoter, the Maintenance Agency, or the Association, as the case may be.
- 8.2. The Promoters shall form an Association of the row house owners /Allottees of row houses in accordance with the applicable provisions of West Bengal Apartment Ownership Act 1972 as amended upto date pertaining to the "Phase _____", (hereinafter referred to as "**the Association**"). It is hereby made clear since the entire Joyville Project of the Promoter will be completed in phases there may be more than one Association and in case of more than one Association, an Apex Body will be formed by the Promoter and it will co-ordinate with the different Owners' Associations and/or will act as Apex Body of such Association; in no event, they will be liable to admit or accept and/or acknowledge any other Association nor any of the Sub-Lessee's/Under-Lessee's or Occupiers of the Row House in the "Phase _____" (including the Allottee herein) shall be entitled to become a member of any other Association or subscribe to the membership of any other Association. The maintenance of the Joyville "Phase _____" shall only be made over to the Association by the Promoter or the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the entire Project. If there is more than one Association, the Associations for different phases jointly will be liable and/or responsible for maintenance of the entire Project and severally shall be liable for maintenance of their respective individual Project within the entire Project.
- 8.3. The Maintenance charges shall become payable by the Allottee to the Promoter from the date of taking Possession of the said Row House or expiry of thirty (30) days from the date of issue of Notice of Possession irrespective of where physical possession has been taken over or not by the Allottee.

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- 8.4. The Allottee shall indemnify and keep the Promoter, its agents, representatives, estates and effects completely indemnified and harmless from and against all actions, claims, losses, damages, suits, proceedings, costs, charges and expenses which the Promoter may suffer or incur or be subjected to for non-payment, non-observance or non-performance of the said covenants and conditions to be observed and/or performed by the Allottee(s) as mentioned in this Agreement.
- 8.5. The Association shall be formed on such terms and conditions as laid down in The West Bengal Apartment Ownership Act, 1972 as amended upto date and as per the West Bengal Apartment Ownership Bye-Laws, 1974 made thereunder along with the other occupiers; and the Allottee along with other occupiers of the residential township shall become and remain a member of the Association and shall observe and perform the terms and conditions, bye-laws and the rules and regulations prescribed by the Association. The Association shall be formed for the purpose of attending to the various matters of common interest, including repairs, maintenance, white washing, painting etc. in respect of the Joyville residential township, "Phase _____" Project/the said the entire Project and to maintain the roads, compound walls and all other common areas. For this purpose, the Allottee will execute the Deed of Declaration as provided under the West Bengal Apartment Ownership Act, 1972 and the Rules thereto.
- 8.6. Upon the formation of the Association, the Promoter shall transfer all balance funds related to CAM charges, already collected from the occupiers and/or Allottees of the "Phase _____", to the Managing Committee of the Association. The Promoter shall also provide duly audited statements of accounts pertaining exclusively to such CAM charges, prepared by the Promoter and/or the Promoter's appointed auditor, for the period up to the date of such handover. The said audited accounts shall be final, conclusive, and binding upon the Promoter, the Managing Committee of the Association, and all Allottees. It is expressly clarified and agreed by the Allottee that the scope of this audit is strictly limited to the CAM charges collected by the Promoter, and does not include, nor shall it extend to, any other amounts or charges collected by the Promoter before or during possession. The Allottee hereby acknowledges and confirms that no explanation, justification, or disclosure shall be required from the Promoter in respect of any such other amounts or charges, and expressly waives any right to raise any claims, disputes, or objections in that regard.
- 8.7. All papers and documents relating to the formation of the Association shall be prepared and finalized through the Advocates appointed by the Promoter and the Allottee hereby consents to accept and sign the same. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by the occupiers/Sub-Lessee/Under Lessees/Allottee of the "Phase _____" (including the Allottee).
- 8.8. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
- 8.9. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, care taker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment, as subsisting with the maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.

- 8.10 Unless otherwise agreed to by the Promoter and the members of the Association to be formed or in the absence of any local law in this regard, the Promoter shall hand over the necessary documents and/or plans including the related common areas to the Association of the Allottees or the competent authority as the case may be, within thirty (30) days or within such extended time, as the Promoter and the members of the Association agree after the Association is formed and the office bearers of the Association are appointed provided however all the documents of title relating to the "Phase _____ may be handed over by the Promoter to an apex body if formed by the Promoter which will co-ordinate with different Owners of the Association.

8.11 **Transfer of Title:**

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

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

The name of the project being implemented on the plot of land herein described as "**Joyville**" and the same shall not be changed by the Association/Apex Body. It is clarified that, the Promoter shall never be liable or required to pay any transfer fees and/or any amount, compensation whatsoever to the Association in respect of transfer of the unsold premises or re-transfer of any premises in the event of cancellation of earlier allotment, even after the transfer deed with respect to the plot of Land and structures thereon.

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

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

10. Representations and Warranties of the Promoter:

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

- (i) The Promoter has clear and marketable leasehold right with respect to the Project land and also have marketable title with respect to the project with regard to the Row House(s) constructed and/or to be constructed thereon or on part thereof. JSHPL jointly with KWICPL shall have the requisite right to carry out the development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of "Phase _____" and shall obtain requisite approvals from time to time to complete the development of "Phase _____" subject to the residual right of the Lessor and also subject to the right of IDBI Trusteeship Services Ltd. as the Mortgagee.
- (iii) There are no litigations pending before any Court of law with respect to the Project land or "Phase _____" except those disclosed in the title report;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the "Phase _____" or the entire Project, the said row house/row house to be constructed to be on the Project land are valid and subsisting and have been obtained by the following due process of law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to "Phase _____" or the entire Project, project land and the said row house shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to "Phase _____" or the entire Project, Project land, Row House and common areas;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- (vi) The Promoter has not entered into any Agreement for Allotment and/or any other Agreement with any person or party with respect to the Row House affecting the rights of the Allottee under this Agreement save and except disclosed herein;
- (vii) The Promoter confirms that it is not restricted in any manner whatsoever for granting sub-lease and/or under-lease of the said Row House to the Allottee in the manner contemplated in this Agreement.
- (viii) The Promoter agrees and undertakes to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the said "Phase _____" to the competent authorities.
- (ix) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of "Phase _____" and/or plot of land and/or the said Row House) has

been received or served upon the Promoter in respect of "Phase _____" and/or Project land except those disclosed in the title report.

11 The Covenants of the Promoter:

The Promoter covenants with the Allottee as follows: -

- 11.1. KWICPL holds leasehold right, title and interest in respect of the Demised Land (including the said Project Land) under the Head Lease and that its title thereto, is good marketable and subsisting. JSHPL holds the sub-lease right, title and interest in respect of the said Property under the Agreement to Sub-Lease modified by the Declaration and that its title thereto, is good marketable and subsisting.
- 11.2. The Promoter has registered the Row House _____ being part of "Phase _____" under the provisions of the Act with the WEST BENGAL REAL ESTATE REGULATORY AUTHORITY at _____ on _____ under registration no. _____.
- 11.3. The Promoter agrees to do and execute or cause to be executed all acts, deeds and things as may be required by the Allottee for more fully and perfectly assuring the title of the Allottee to the said Row House.
- 11.4. The Promoter will pay all taxes, rates and cesses, maintenance charges and other outgoings in respect of the said Row House upto the date of issue of the Notice of Possession to the allottees.
- 11.5. The Promoter may develop "Phase _____" or the entire Project with the loan assistance of a third party to whom it may mortgage the said Property or any part thereof towards security for loans and hence the rights created herein will be subject to the prior mortgage/charge of such third party, which shall be discharged only after the dues of such party is cleared and written permission of such party to this effect is obtained, provided however on or before handing over possession of the said Row House, the Promoter will ensure that the said Row House is free from all encumbrances, save and except those created or agreed to be created by the Allottee for payment of the Consideration. Until then, the Promoter will be entitled to continue or create any encumbrances on the said Property or any part thereof, for obtaining finance for development and/or construction of the Township including "Phase _____".
- 11.6. The Promoter shall have the right to enter into this Agreement with the Allottee under the Agreement for Sub-Lease and the Declaration recited above which the Promoter hereby confirms.
- 11.7. (i) The Consideration Amount is escalation free, save and except escalation/increase due to increase on account of development charges plus GST payable thereon or on part thereof payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government of West Bengal and/or Central Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs or levies with applicable taxes imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule or regulation published/issued in that behalf to that effect along with

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

(ii) The Promoter may allow in their sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payment in the manner and at such rate as may be decided by the Promoter. The decision of the Promoter in this regard shall be final and binding. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

(iii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the row house is complete and Completion Certificate is granted by the competent authority, by furnishing details of the changes in the carpet area, subject to a variation cap of three percent. The total Consideration Amount payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by the Allottee within forty-five (45) days with annual interest at the rate specified in the Rules from the date when such an excess amount was paid by the Allottee. If there is any increase in carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square foot as agreed in the preceding clause.

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

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

- 11.8. The Promoter shall maintain a separate account in respect of sums received by JSHPL from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 11.9. Notwithstanding anything to the contrary herein contained, this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Row Houses or of the said plot and Row House or any part thereof. The Allottee shall have no claim save and except in respect of the Row House hereby agreed to be transferred by way of sub-lease/under-lease to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter, until the said structure of the row house is transferred to the Association/Limited Company or other body and until the Project land is transferred to the Apex Body as hereinbefore mentioned.
- 11.10. (a) The Allottee is aware that the Promoter has already created registered mortgage vide Mortgage Deed dated 21st July, 2025 (Reg. No. 190209166/2025) over and in respect of the land and/or constructed / to be constructed area having a development potential of 36,00,000 sq. ft. FAR comprised in Joyville Project excluding sold units and their proportionate undivided

share in land along with proportionate share in common areas and facilities including the land and/or the row house comprised in "Phase_____" in favour of IDBI Trusteeship Services Ltd. in order to secure the due repayment and/or redemption of the principal amount of Term Loan together with interest and other amount payable thereon availed by the Promoter from IDBI Trusteeship Services Ltd. for the purpose of construction.

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

- (i) The Promoter may have an arrangement with certain Banks, Financial Institutions, Housing Finance Companies, NBFCs, Fund Houses etc. (hereinafter collectively referred to as "**the said Banks**"), under which the said Banks would grant a line of credit to the Promoter to facilitate development of the Project/Layout undertaken and carried on by it/them. As security for repayment of loans which may be advanced to the Promoter by the said Banks, and may create or cause to be created mortgages/charges on the Joyville Project Land, Larger Property and/or construction thereon both present and future, in favour of the said Banks, and the securities created in favour of the said Banks may be substituted from time to time. The Promoter is entitled to raise finance by securitization of its receivables for the row houses allocated to it and the Allottee has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same;
- (ii) The title deeds relating to the Joyville Project Land described in the Schedule hereunder written may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to the said Promoter under the said line of credit arrangement;
- (iii) The Promoter has prior to the execution hereof, caused the said Banks to release the said Row House from the aforesaid security if any, created in their favour, if any;
- (iv) The Promoter specifically reserves its right to offer the said Joyville Project along with the construction thereon or any part thereof (save and except the said Row House), as security (including by way of a mortgage or charge) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter, and the Allottee/s has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same; and
- (v) The Allottee/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter' written intimation in this regard, sign, execute and give to the Promoter, in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoter offering and giving the said Joyville Project and/or the said Row House and/or the other row houses and structures proposed to be constructed on the said Joyville Project by the Promoter or any part thereof (save and except the said Row House), as security in the manner as mentioned hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Allottee/s shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Allottee/s herein, the Promoter have entered into this Agreement.

12 The Covenants of the Allottee:

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

- (i) The right, title and/or interest of the Promoter in respect of the Project Land and also the said Row House;
 - (ii) The terms and conditions contained in this Agreement;
 - (iii) The Sanctioned Row House Plan vide Letter numbered 216/KMDA/SPU/L-29/06, dated 24th September, 2015 read with Development Permission and Sanction Letter bearing No. 127/KMDA/SPU/KWIC-75/05 dated 28th August, 2025, layout plans along with the specifications, approved by the concerned authority;
 - (iv) The carpet area comprised in the said Row House and the necessary documents and plans, including that of common areas and facilities;
 - (v) And thus, the Allottee has agreed not to raise henceforth any objection or make any kind of requisition whatsoever or howsoever regarding the above.
- 12.2. The Allottee shall not be entitled to claim transfer/Deed of Sub-Lease of the said Row House until the Allottee fulfills and performs all its obligations and completes all payments under this Agreement.
- 12.3. It is specifically agreed between the Parties hereto that, prior to execution and registration of the Deed of Sub-Lease/Under-Lease of the said Row House as stipulated in this Agreement, the Allottee shall not encumber the said Row House in any manner except for raising the housing loan from any reputed Financial Institution or Scheduled Bank etc. towards payment of the installment under this Agreement and only after obtaining written consent/acknowledgement of the Promoter.
- 12.4. The Allottee shall not have any charge/lien in respect of the said Row House till physical possession is made over to him/it/them after payment of all amounts due and payable by him/it/them in terms of this Agreement and the Allottee agrees that the Promoter shall have first and/or prior charge and/or lien over the said Row House for all amounts due and payable by the Allottee to the Promoter. However, if the said Row House is acquired and/or taken on Sub-Lease/Under-Lease with assistance of a Bank/Financial Institution(s), then such charge/lien of the Promoter shall stand extinguished on the Financial Institution/Bank clearing all dues to the Promoter.
- 12.5. The Allottee shall not seek partition or division or separate possession in respect of the said Row House and/or the common areas and facilities. None of the Allottee/occupiers of the Row House in the "Phase _____" shall make any obstruction or store or keep any article in the common areas and facilities.
- 12.6. The Allottee shall not do or suffer to be done anything in or to the said Row House which may adversely affect the said Row House and/or the Row Houses/Row Houses in the entire Project.
- 12.7. The Allottee shall not enclose the terrace/balconies/utility areas under any circumstances.
- 12.8. If any development and/or betterment charges or other levies are charged or sought to be recovered by any statutory authority in respect of the said Row House, the same shall be proportionately borne and paid by the Allottee.
- 12.9. If the Allottee is not a resident of India, then it shall be his/her sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines etc. of the

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Government or any other authority from time to time, including those pertaining to the remittance of payment for acquisition of immovable properties in India. The Allottee shall also furnish the required Declaration/Documents to the Promoter in the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees.

- 12.10. Every Allottee, who has entered into this Agreement for the Row House shall be responsible to make necessary payments in the manner and within the time as specified in this Agreement and shall pay at the proper time and place, the registration charges, the share of the municipal taxes, share of water and electricity charges, maintenance charges, ground rent and other lawful charges, if any.
- 12.11. The Allottee shall also be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid as above.
- 12.12 The Allottee shall maintain the Row House at the Allottee's own costs in good and tenantable repair and condition from the date that of possession of the Row House is taken and shall not do or suffer to be done anything in the common areas in which the Row House is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in the common areas in which the Row House is situated and the Row House itself or any part thereof without the consent of the local authorities, if required.
- 12.13. The Allottee shall not store in the Row House any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the row house in which the Row House is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the row house in which the Row House is situated, including entrances of the row house in which the Row House is situated and in case any damage is caused to the row house in which the Row House is situated or the Row House on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- 12.14 The Allottee shall carry out at his/her/their own costs all internal repairs to the said Row House and maintain the Row House in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the row house in which the Row House is situated or the Row House which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof, to the concerned local authority and/or other public authority.
- 12.15. Not to demolish or cause to be demolished the Row House or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Row House or any part thereof, nor any alteration in the elevation and outside colour scheme of the row house in which the Row House is situated and shall keep the portion, sewers, drains and pipes in the Row House and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the row house in which the Row House is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, Pardis or other structural members in the Row House

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without the prior written permission of the Promoter and /or the Society or the Limited Company.

- 12.16. The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Row House in which the Row House is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 12.17. The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Row House in the compound or any portion of the Project land and the row house in which the Row House is situated.
- 12.18. The Allottee shall pay the Promoter within fifteen (15) days of demand by the Promoter, its share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the row house or the common areas.
- 12.19. The Allottee shall bear and pay the proportionate Common Expenses more particularly mentioned in the **Fifth Schedule** hereunder written. The list of outgoings is broadly encompassed in **Fifth Schedule**, however the same is not exhaustive and the Promoter has the right to claim additional expenses over and above the described line items therein. In addition, the Allottee shall bear and pay increase in local taxes, water charges, Insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Row House by the Allottee for any purposes other than for purpose for which it is sold. I
- 12.20. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Row House until all the dues payable by the Allottee to the Promoter under this agreement are fully paid up.
- 12.21. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said row house and the Row Houses therein and for the observance and performance of the Row House Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Row House and the Row House and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 12.22. Till "Phase _____" is completed, the Allottee shall permit the Promoter and its Surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project land or any part thereof to view and examine the state and condition thereof.
- 12.23. Every Allottee of the Row House shall participate towards the formation of an Association or Co-operative Society or as the case may be.
- 12.24. Every Allottee shall participate towards execution and registration of the Deed of Sub-Lease/Under-Lease/Assignment, as the case may be and shall bear and pay all expenses

relating to Stamp Duty, Registration Fees and other incidental expenses relating to the execution and registration of the said Deed of Lease/Sub-Lease/Deed of Assignment in his/her/its/their favour.

12.25 The Allottee expressly agrees not to undertake or permit the following:

1. Utility Works & Easements

- Obstructing access or denying perpetual easement rights for repair/maintenance/upgrade of underground utilities (water, sewerage, storm water, electricity, firefighting, etc.).
- Digging within the plot without prior written approval; any damage to underground utilities shall be the Allottee's liability.

2. Water & Utility Installations

- Installing borewells, handpumps, suction or booster pumps in OHT/UGT.
- Unauthorized tapping of any utility services.

3. Structural & Aesthetic Changes

- Altering façade, erecting terrace sheds, or changing external paint/grills/awnings without prior approval.
- Solar PV/water heaters require approval; any installation damage voids waterproofing warranty.

4. Prohibited Use

- Using the premises for guest house, hostel, PG, Airbnb, clinic, café, studio, tuition center, cloud kitchen, etc.
- Using the unit as a godown or for warehousing.

5. Common & Green Areas

- Covering RG areas with pavers, tiles, or constructing pergolas, toilets, vermicompost pits, religious structures, or utility sheds.
- Installing DG sets, feeding areas, or kennels in front elevations.
- Plantation limited to non-invasive species; coconut/ice apple trees not allowed.
- Gardens must be maintained; the developer is not liable for damages from falling branches.

6. Security & Surveillance

- Keeping livestock (cows, goats, poultry, etc.) on premises.
- Installing CCTVs facing neighboring properties.
- Employing private security guards without approval (except govt. protection).

7. Access & Maintenance

- Altering underground utilities or rainwater harvesting pits.
- Drilling into common walls; if done, access for repair must be provided.
- Terrace access to be granted for maintenance work.

8. EV Charging

- Setting up commercial EV charging points is prohibited without prior consent.

13.

(1) TERMINATION AND CONSEQUENCES:

(a) Termination by Allottee:

The Allottee shall be entitled to terminate this Agreement, in accordance with RERA Act, in which case, the Allottee /s shall notify the Promoter about the intent to terminate in writing with acknowledgement. On such notification by the Allottee /s regarding termination, this Agreement shall stand terminated forthwith upon the acknowledgement and acceptance of the Promoter and the Promoter will take possession of the said Row House from the Allottee and thereupon the Promoter shall be at liberty to transfer the said Row House to any third party, without any claim or further consent of the Allottee /s. In the event of termination by the Allottee of this Agreement without any default of the Promoter, the amount received by the Promoter as part of the Consideration amount from the Allottee shall be refunded to the Allottee within forty-five (45) days from the date of termination of this Agreement coming into effect subject however to the deduction of 10% of the Consideration amount along with applicable statutory charges/Taxes including GST paid and/or payable thereon for the said Row House. Upon such repayment, the Promoter shall be free to deal with the said Row House with any Third Party and the Allottee shall have no claim thereupon or on part thereof.

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

Subject to what is stated herein this Agreement, the Allottee /s shall be entitled to terminate this Agreement if the possession of the Row House is delayed by the Promoter beyond the Possession Date by giving a termination notice of thirty (30) days. The Promoter shall in such an event be liable to refund within forty-five (45) days the entire Consideration along with Interest on the amounts received from the date such amounts were received from the Allottee /s. Provided however the Allottee /s shall on receipt of the refund, execute such documents and writings as may be required by the Promoter to provide valid discharges to the Promoter.

(c) Termination by Promoter:

- (i) In the event of the Allottee /s committing a breach of any of the terms and conditions of this Agreement and pursuant to a written notice from the Promoter for rectification/remedy of the default, fail(s) to rectify such breach within a period of thirty (30) days to the satisfaction of the Promoter, the Promoter shall be at liberty to terminate this Agreement by giving termination notice in which event, the consequences set out below shall follow. The Allottee /s shall cease to have any right or interest in the said Row House and every part thereof and will cease to have benefits of this Agreement;
- (ii) the Promoter shall be entitled to allot/transfer the said Row House at such consideration and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- (iii) The Promoter shall within forty-five (45) days of the termination coming into effect, refund without interest to the Allottee /s herein the amount paid by the Allottee /s to the Promoter in pursuance of this Agreement after deducting therefrom the following:
 - a. 10% (ten percent) of the Consideration (paid/payable) of the said Row House with applicable Taxes (which is to stand forfeited by the Promoter);
 - b. subvention cost (if the Allottee (s) has opted for subvention plan) which the Promoter shall incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank;

- c. the brokerage cost incurred by the Promoter for selling the Row House to the Allottee;
- d. the amount of deficit in the resale consideration in the event of the said resale consideration being less than the Consideration mentioned herein;
- e. the amounts paid or payable till the date of termination towards interest on overdue and the statutory payments;
- f. Holding Charges, in the manner set out herein.

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

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

If the Allottee /s has/have taken any financial facility from any financial institution or bank, then in that event the Allottee /s agree/s that based on the terms of such loan, the balance amount referred to in (c)(ii) less the deductions made in (c)(iii) above would be paid over to the financial institution or bank and the Promoter will be entitled to take No Objection, and release of charge on the said Row House, from such financial institution or bank directly to that effect without approaching the Allottee /s. Banks to take cognizance of this clause while issuing housing loan to the Allottee /s.

(2) COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- (a) The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the

Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- (b) The Promoter accepts no responsibility in regard to matters specified as hereinabove in sub-clause (a) above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Row House applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.
- (c) The Allottee/s may obtain finance from any Lender but the Allottee's obligation to pay the consideration for the said Row House pursuant to this Agreement shall not be contingent on ability of the Allottee/s or competency to obtain such financing and the Allottee/s shall remain bound by this Agreement whether or not he/she /it /they has/have been able to obtain financing for the procuring the said Row House. However, the Allottee/s shall before creating any charge on the said Row House obtain prior approval of the Promoter if the entire Consideration and other payment payable hereunder to the Promoter has not been fully paid by the Allottee.

14. Promoter shall not mortgage or create a charge:

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

15 Binding Effect:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the **Fourth Schedule** hereunder written and secondly, appears for registration of the same before the concerned Sub-Registrar and/or Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within thirty (30) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar or Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within fifteen (15) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as

cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

16. Miscellaneous:

Entire Agreement:

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

Interest

Interest shall mean the highest Prime Lending Rate (hereinafter referred to as "PLR") of State Bank of India (hereinafter referred to as "SBI") plus two percent and in case the SBI PLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public plus two percent. All interest payable by either the Promoter or the Allottee shall be paid under this agreement as per the definition provided in this clause.

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

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

- 16.3. The Allottee shall have no connection whatsoever with the other Sub-Lesses/Occupiers of the Row Houses in Joyville Phase _____ and there shall be no privity of contract or

any Agreement or arrangement as amongst the Allottee and the other Sub-Lessees/occupiers of the various other Row Houses in "Phase _____" or the entire Project (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations irrespective of non-compliance by the other Sub-Lessees/occupiers of the Row Houses in Joyville Phase _____ or the entire Project.

16.4. VARIATION IN SIZE OF THE SAID ROW HOUSE:

- (a) The Allottee/s agree/s that the calculation of Carpet Area in respect of said Row House is based upon the plans approved by the concerned authority and the same may undergo minor variation at the time of completion of construction of the said Row House. The Promoter agrees that the variation in the Carpet Area while handing over the said Row House to the Allottee/s shall not be more than +/- 3% (three percent) of the Carpet Area of the said Row House agreed under this Agreement. Notwithstanding anything contained herein, the Allottee/s hereby agree/s that any such change / revision in the Carpet Area of the said Row House up to +/- 3% (three percent) is acceptable and binding upon him/her/them and they shall not object to such variation at any time. The total price payable for the Row House shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit then the Promoter shall refund the excess money paid by the Allottee/s within 45 (Forty-five) days with annual Interest from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the Carpet Area of the Row House allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next Milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause Nos. 2 and 3 of this Agreement.
- (b) The Promoter may make such variations or modifications in the Plans/Designs/Specifications, as may be required during the construction and or as required by any statutory authority or such change otherwise deemed necessary by the Promoter in view of the site requirement, without however substantially altering the dimensions location, area, amenities, fixtures and fittings of the said Row House.

- 16.5. The entire Project is called "Joyville" covering the entire plot of land more fully described in Part-I of the First Schedule hereunder written and the First Phase of the entire Project which is deemed to have considered as a separate independent project be called as "Phase _____" comprised of several Row Houses/multi-storied row houses together with land appurtenant thereto more fully described in Part-II of the First Schedule hereunder written and the same shall not be changed, altered and/or modified in any circumstances..
- 16.6 The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the Parties with regard to the enforcement of any of the terms of this Agreement, the same shall not be construed as a waiver on the part of the Party showing such indulgence or tolerance and the Parties shall be entitled to enforce such right without prejudice to such indulgence or tolerance shown.
- 16.7 In the event of the Promoter and/or the Allottee committing breach, the aggrieved Party shall be entitled to enforce specific performance of this Agreement and also to recover all costs, expenses and losses incurred by the aggrieved party, as a consequence of such breach from the Party committing breach.

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- 16.8 In the event any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend the provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties, it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.
- 16.9 In this Agreement, the reference to any party in singular shall include plural as the case may be and vice-versa.
- 16.10 The original of this Agreement shall be kept with the Allottee and a certified to be true copy thereof, shall be kept with the Promoter and all the expenses relating thereto shall be borne and paid by the Allottee.

17. Right to Amend:

This Agreement can only be amended through written consent of the Parties and in case of any amendment, a Supplemental Agreement is to be entered into between the company and the Allottee and the same shall be registered if required, and all expenses relating to execution and registration of this Agreement shall be borne and paid by the Allottee.

18. Provisions of this Agreement applicable to the Allottee/the Subsequent Allottees

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

19. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under RERA 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 RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

20. Method of Calculation of Proportionate Share wherever referred to in the Agreement:

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

21. Further Assurances:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this

Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

22. Place of Execution:

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

23. Notices, Correspondence and Communication.

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

23.2. It shall be the duty of the Allottee to inform the Promoter by letter through Registered Post with A/D about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by him/her at the time when those should ordinarily reach such address. The Allottee shall be responsible for any default in payment and/or other consequences that might accrue therefrom.

24. Governing Law:

This Agreement shall be governed as per Laws of India and/or applicable Laws in the State of West Bengal more particularly, the Real Estate (Regulation and Development) Act, 2016 and West Bengal Real Estate (Regulation and Development) Rules, 2021 made thereunder and/or other applicable Laws for the time being in force.

25. Dispute Resolution:

25.1. WEST BENGAL REAL ESTATE REGULATORY AUTHORITY established by the Government of West Bengal and/or established in accordance with the provisions of RERA and/or the Real Estate Regulation Authority and/or the Real Estate Appellate Tribunal established in accordance with the provisions of RERA shall have the authority to determine certain matters and/or disputes more particularly mentioned in the said Act.

25.2. Except as otherwise provided in RERA and/or this Agreement, any dispute or differences between the parties hereto arising out of and/or relating to and/or connected with the row house and/or this Agreement or any terms and conditions herein contained and/or relating to interpretation thereof, shall be referred to and finally resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended upto date and the rules made thereunder. The place of arbitration shall be Kolkata/Howrah, India. Arbitration shall be by a Tribunal consisting of Three (3) Arbitrators, each party shall appoint one Arbitrator and two appointed Arbitrators shall appoint the third Arbitrator who shall act as Presiding Arbitrator. No

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Arbitrator shall be a present or former employee or agent of or consultant or counsel to any party or any affiliate or any party or any way related or closely connected with the Company, Confirming Party and/or the Allottee. The language of the arbitration shall be English. Any decision or award of the Arbitral Tribunal appointed pursuant to this Clause shall be final and binding upon the Parties.

25.3. The Parties agree that the Arbitrators appointed under Clause no. 25 shall have summary powers and may make interim orders and awards and/or be bound by the same.

25.4. The parties hereto shall not commence legal proceedings or have any receiver appointed over the said Row House and/or the said Property and/or the Joyville residential township and/or the said Project without first referring the matter to Arbitration.

26. Jurisdiction of Courts:

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

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

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

Sr. No.	Part of R.S. Plot No.	Area (Acre)	Mouza	J.L.No.	P.S.	Specific portion
1	2071 (P)	0.020	Pakuria	54	Domjur	Eastern
2	2072 (P)	0.080	Pakuria	54	Domjur	Eastern
3	2073 (P)	0.650	Pakuria	54	Domjur	North East
4	2074 (P)	0.005	Pakuria	54	Domjur	North East Corner
5	2075 (P)	0.040	Pakuria	54	Domjur	Ex. South West Corner
6	2076	0.030	Pakuria	54	Domjur	Entire
7	2077	0.600	Pakuria	54	Domjur	Entire
8	2078	0.520	Pakuria	54	Domjur	Entire
9	2079	0.220	Pakuria	54	Domjur	Entire
10	2080	0.140	Pakuria	54	Domjur	Entire
11	2081	0.240	Pakuria	54	Domjur	Entire
12	2082	0.130	Pakuria	54	Domjur	Entire
13	2083	0.100	Pakuria	54	Domjur	Entire
14	2084	0.130	Pakuria	54	Domjur	Entire
15	2085 (P)	0.280	Pakuria	54	Domjur	Southern
16	2086 (P)	0.135	Pakuria	54	Domjur	Southern
17	2087 (P)	0.040	Pakuria	54	Domjur	Eastern
18	2088 (P)	0.025	Pakuria	54	Domjur	Eastern
19	2098 (P)	0.005	Pakuria	54	Domjur	
20	2099 (P)	0.115	Pakuria	54	Domjur	Ex. North West Corner
21	2100 (P)	0.045	Pakuria	54	Domjur	South East Corner
22	2145	0.130	Pakuria	54	Domjur	Entire
23	2186 (P)	0.080	Pakuria	54	Domjur	South East Corner
24	2221 (P)	0.010	Pakuria	54	Domjur	South East Corner
25	2223 (P)	0.250	Pakuria	54	Domjur	Southern
26	2224 (P)	0.350	Pakuria	54	Domjur	Ex. South West Corner
27	2225	0.340	Pakuria	54	Domjur	Entire
28	2226	0.170	Pakuria	54	Domjur	Entire
29	2227	0.570	Pakuria	54	Domjur	Entire
30	2228	0.610	Pakuria	54	Domjur	Entire
31	2229	0.400	Pakuria	54	Domjur	Entire
32	2230	0.280	Pakuria	54	Domjur	Entire
33	2231	0.210	Pakuria	54	Domjur	Entire

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34	2232	0.730	Pakuria	54	Domjur	Entire
35	2233	0.230	Pakuria	54	Domjur	Entire
36	2234	0.090	Pakuria	54	Domjur	Entire
37	2235	0.070	Pakuria	54	Domjur	Entire
38	2236	0.080	Pakuria	54	Domjur	Entire
39	2237	0.200	Pakuria	54	Domjur	Entire
40	2238	0.090	Pakuria	54	Domjur	Entire
41	2239	0.060	Pakuria	54	Domjur	Entire
42	2240	0.080	Pakuria	54	Domjur	Entire
43	2241	0.260	Pakuria	54	Domjur	Entire
44	2242 (P)	0.005	Pakuria	54	Domjur	South East Corner
45	2243 (P)	1.220	Pakuria	54	Domjur	Southern
46	2245 (P)	0.060	Pakuria	54	Domjur	South East Corner
47	2246	0.180	Pakuria	54	Domjur	Entire
48	2247	0.150	Pakuria	54	Domjur	Entire
49	2248	0.060	Pakuria	54	Domjur	Entire
50	2249 (P)	0.040	Pakuria	54	Domjur	Southern
51	2250	0.170	Pakuria	54	Domjur	Entire
52	2259 (P)	0.020	Pakuria	54	Domjur	South East Corner
53	2261 (P)	0.280	Pakuria	54	Domjur	Southern
54	2262	0.580	Pakuria	54	Domjur	Entire
55	2263	0.100	Pakuria	54	Domjur	Entire
56	2264	0.670	Pakuria	54	Domjur	Entire
57	2265	0.110	Pakuria	54	Domjur	Entire
58	2266	0.120	Pakuria	54	Domjur	Entire
59	2267	0.130	Pakuria	54	Domjur	Entire
60	2268	1.310	Pakuria	54	Domjur	Entire
61	2269	0.650	Pakuria	54	Domjur	Entire
62	2270	0.070	Pakuria	54	Domjur	Entire
63	2271	0.040	Pakuria	54	Domjur	Entire
64	2272	0.030	Pakuria	54	Domjur	Entire
65	2273	0.090	Pakuria	54	Domjur	Entire
66	2274	0.090	Pakuria	54	Domjur	Entire
67	2275	0.050	Pakuria	54	Domjur	Entire
68	2276	0.070	Pakuria	54	Domjur	Entire
69	2277	0.030	Pakuria	54	Domjur	Entire
70	2278	0.120	Pakuria	54	Domjur	Entire
71	2279	0.210	Pakuria	54	Domjur	Entire
72	2280	0.100	Pakuria	54	Domjur	Entire
73	2281	0.940	Pakuria	54	Domjur	Entire
74	2282	0.480	Pakuria	54	Domjur	Entire
75	2283	1.530	Pakuria	54	Domjur	Entire
76	2284	1.420	Pakuria	54	Domjur	Entire
77	2285	0.610	Pakuria	54	Domjur	Entire
78	2286	0.440	Pakuria	54	Domjur	Entire
79	2287	0.430	Pakuria	54	Domjur	Entire
80	2288	1.200	Pakuria	54	Domjur	Entire
81	2293 (P)	0.005	Pakuria	54	Domjur	South East Corner

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82	912 (P)	0.005	Khalia	6	Bally	South West Corner
83	913 (P)	0.275	Khalia	6	Bally	Western
84	914 (P)	0.005	Khalia	6	Bally	South West Corner
85	915	0.200	Khalia	6	Bally	Entire
86	916	0.190	Khalia	6	Bally	Entire
87	917 (P)	0.310	Khalia	6	Bally	Ex North East Corner
88	918	0.660	Khalia	6	Bally	Entire
89	919	0.300	Khalia	6	Bally	Entire
90	920	0.145	Khalia	6	Bally	Entire
91	1085	0.040	Khalia	6	Bally	South West Corner
92	2	0.650	Baltikuri	1	Jagacha	Entire
93	4	0.660	Baltikuri	1	Jagacha	Entire
94	9	0.360	Baltikuri	1	Jagacha	
95	10	0.210	Baltikuri	1	Jagacha	
96	11	0.510	Baltikuri	1	Jagacha	Entire
97	12	0.040	Baltikuri	1	Jagacha	Entire
98	13	0.260	Baltikuri	1	Jagacha	Entire
99	14	0.290	Baltikuri	1	Jagacha	Entire
100	15	0.440	Baltikuri	1	Jagacha	Entire
101	16	0.600	Baltikuri	1	Jagacha	
102	17	0.030	Baltikuri	1	Jagacha	
103	18	0.170	Baltikuri	1	Jagacha	Entire
104	19	0.130	Baltikuri	1	Jagacha	Entire
105	20	0.150	Baltikuri	1	Jagacha	Entire
106	21	0.080	Baltikuri	1	Jagacha	Entire
107	22	0.145	Baltikuri	1	Jagacha	
108	25	0.030	Baltikuri	1	Jagacha	
109	26	0.090	Baltikuri	1	Jagacha	
110	1582	0.760	Baltikuri	1	Jagacha	Entire
Grand Total Area		30.385				

PART-II**[Description of Immovable Properties comprised in "Phase _____"]**

ALL THAT the leasehold plot of land bearing "Phase _____" having total constructed area measuring about 23,508.54 Sq. Mtrs., be the same a little more or less, proportionate share of common parts and common areas comprised of Joyville Phase _____ and also being part of the entire Joyville Project land more fully described in Part-I of the First Schedule hereinabove mentioned.

THE SECOND SCHEDULE ABOVE REFERRED TO

Description of the said Row House and Parking Space along with land appurtenant thereto

1. ALL THAT the Row House No. _____, in Phase _____, in _____ of "Joyville Project " by admeasuring Carpet Area of _____ Square meter and balcony area of _____ equivalent to _____ Square Feet, be the same a little more or less, consisting of _____ bedrooms + _____ study room, _____ living/dining room, _____ kitchen, _____ toilet(s) and balcony measuring about _____ Sq. Ft. area in Joyville Phase _____, comprised of R.S. Plot No. _____, corresponding to L.R. Plot No. _____ along with proportionate share of common parts and common areas comprised in "Phase _____" where the said Row House is situated together with undivided proportionate and impartible share in the land attributable to the said Row House comprised in, Row House _____(_____) admeasuring _____ sq. ft. being part of Joyville _____ within Joyville Entire Project situated near "Salap More" at Mouza Pakuria, Khalia, Baltikuri, in the District of Howrah, in the State of West Bengal; and,
2. The exclusive right to use all that the Four wheeler parking space admeasuring _____ sq. ft. along with the garden area on the front side admeasuring _____ sq. ft. along with the garden area on the rear side admeasuring _____ sq. ft. as limited common area and facility appurtenant to the said Row House, on the ground level appurtenant to the said Row House.

THE THIRD SCHEDULE ABOVE REFERRED TO
PART-I

Description of Common Areas and parts of each Row House comprised in "Phase _____"

1. Plumbing pipes and valves, fittings etc. for water distribution system.
2. Sewerage, sullage and storm water drainage pipe works, pits, manholes etc
3. Overhead Water Tank and overflow float valve.
4. Voice/Data cables risers and distribution network inside the row house common area.
5. Cable TV risers and distribution network in the row house common area.
6. All installations as per recommendations of West Bengal Fire and Emergency Services, break glass call point, fire extinguishers, talk back system, fire panel,.
7. Limited electrical emergency back-up through common DG set.
8. All signage inside the row house like row house number, notice board etc.
9. The external Façade / Elevation of the Row House.
10. The common boundaries and partition walls.

PART-II

[Description of Common Areas and Facilities pertaining to "Phase _____"]

1. Internal roads, pathways and driveways.
2. Landscaped garden and lawn with tot lot area with play equipments, if any.
3. All electrical installations like cables, feeder pillars, streetlights, compound lights and fixtures etc.
4. Electrical compact sub-station including transformer, switchgears, control panels etc.
5. Sewerage and storm-drainage system.
6. Water distribution network with pipeline, valves etc.
7. Solid waste management installations like garbage vat etc.
8. Water supply by Competent Authority, if available, or through alternative sources, including but not limited to tanker water supply.
9. Pump and Pumps Accessories.
10. Fire Fighting System: Fire tank with fire pumps, pump accessories, motors electrical installations, panels, Diesel storage tanks, hydro-pneumatic devices if any, hydrant system, all electro-mechanical works etc. as per WBFES requirement.
11. Boundary wall/fencing gate with gate goomty, if any.
12. Signage for the overall project and common roads/bock/row houses/facilities.
13. Voice and data cable network.

PART-III

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

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

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5. Entrance gate, gate goomty, signage etc.
6. Signage for the overall project.
7. Landscaped garden and lawn common to all phases of the entire Joyville Project.

[OTHER SOCIAL FACILITIES AND AMENITIES, IF ANY]

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

THE FOURTH SCHEDULE ABOVE REFERRED TO

Payment Schedule of Consideration

MILESTONE	PERCENTAGE
On Booking / On Expression of Interest	-
On Booking (Less EOI Amount)	10%
On Registration of Agreement	10%
On Start of Foundation	10%
On Start of Ground Floor Casting	10%
On Start of 1st Floor Casting	10%
On Start of Roof Casting	10%
On Start of Brick Work	10%
On Start of Flooring	10%
On Start of Finishing	10%
On or Before Possession	10%
Total	100%

THE FIFTH SCHEDULE ABOVE REFERRED TO

Allottee's Covenants & Obligations

- I. The Allottee, in addition to the covenants hereinbefore contained, hereby agree(s), confirm(s) and undertake(s) the following obligations towards to be carried by the Allottee as row house owner within "Phase _____":
1. The Allottee shall not at any time carry on or suffer to be carried on in the said Row House any noisy offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to KWICPL/JSHPL or the Allottee or occupiers of the other Row Houses in Joyville Project or anything which may tend to depreciate the value of the said Row House or the Joyville Project;
 2. The Allottee shall become and remain a member of the Association. The Allottee will observe and perform the terms and conditions, bye-laws and the rules and regulations laid down by the Promoter when the Association is not formed and also the Bye-Laws and Rules and regulations prescribed by the Association to be drafted in accordance with the prevailing law.
 3. The Promoter after formation of the Association shall also hand over the entire funds such as advance maintenance charges and balance maintenance charges etc. already collected by the Promoter from the row house owners/Allottees of Joyville Phase _____ and shall also provide audited accounts for the same from KWICPL/Joyville's Auditor as upto that date. The Promoter, the Association and the Allottee shall be bound by the Auditor's Statement of accounts. The association shall hold the Maintenance Corpus Funds as the corpus for maintenance of the residential township.
 4. The Allottee will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Joyville Phase _____ in common with the other Sub-Lessees/Under Lessees of other Row Houses and permit free passage of water, sanitary, electrical lines through and along the same or any of them and to share with the other Residents, the cost and repairing and maintaining all such sewers drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases etc. and to use the same as aforesaid and/or in accordance with the rules, regulations, bye-laws and terms and conditions of the Association. If it is required by the Promoter the Allottee shall allow the Promoter to enter the said Row House after giving reasonable notice for the purpose of carrying out repair and/or maintenance work.
 5. The Allottee shall duly and punctually pay the proportionate share of municipal/property taxes, rates and cess, insurance charges, cost of maintenance and management of "Phase _____" including any increment thereon, charges to maintenance of services, like water, sanction, electricity etc, salaries of the employees of the Association and other expenses in regard to the "Phase _____" as may be determined by the Managing Committee of the Association from time to time.
 6. The Allottee shall allow the Promoter or its representatives, workmen to enter into the Common Areas of the residential township until all Row Houses have been handed over by the Promoter and possession of the common areas has been handed over to the Association.
 7. The Allottee shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies etc., free from obstruction and in a clean and orderly manner and not encroach on any common areas or throw rubbish.
 8. The Allottee shall keep the said Row House walls, drains, pipes and other fittings in good and habitable condition, so as to support and protect the respective Row House and shall carry out any internal works or repairs as may require by the Promoter L/Managing Committee of the Association.

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

II. NEGATIVE COVENANTS:

The Allottee(s) of the Row House(s) shall: -

- 1.(a) not to make any structural additions and/or alterations to the said Row House such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of JSHPL and/or the Association or Body.
- (b) Not to fix collapsible gates, grills, grill gate in the Row House without prior permission of JSHPL and/or the Association or Body provided.
- (c) not to erect any compound wall/any other fencing within "Phase _____".
- 2.(a) Not to build, erect or put upon the common portion of the Row House/Block and any item of any nature whatsoever;
- (b) Not to obstruct any pathways, driveways, footpath and side-walks and lobbies used for any purpose other than for ingress to egress from the Row House/row house and other Row House/row houses, as the case may be;
3. Not to use the potable water from the Overhead tanks of the row houses for car washing and other non-potable usage in the campus level. Water for such purpose may be drawn from the designated landscaping water outlets in the campus at the time of water supply pump operation.
4. As the parking spaces are integral amenity to the Row Houses, the Allottee(s) of such exclusive parking space(s) shall not be entitled to transfer and/or deal with such exclusive parking space(s) independent of the Row House for any other usage. No parking space can be encased either by a wall/mesh/or by any other structure. Each allotted parking space will entitle the allottee(s) right to park only one vehicle.
5. Not to obstruct any vehicles keeping of materials or otherwise the free passage there over of the Allottee, JSHPL or other persons entitled to rights of way over the said driveways and pathways for the retained Row Houses either by JSHPL or transferred/assigned to other Allottee by JSHPL;
6. Not to lessen or diminish the support or protection now given or afforded by all parts of the said Row House to the upper and/or lower Row House and in particular not to submit the floor of the upper Row House to a greater total load than specified and any load whatsoever shall be so distributed that no one square foot of the said floor shall at any time bear a greater load than specified weight;
7. Not to hang from or to attach to the beams or rafts any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the Row House/Row House or any part thereof;

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8. Not to do or cause anything to be done in or around the said Row House which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Row House and Row Houses therein or adjacent to the same or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use;
9. Not to damage or demolish or cause to be damaged or demolished any portion of the common portion of the Row House/Row House and the "Phase _____" at any time or the fittings and fixtures affixed thereto;
10. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common portion and also not to alter or permit any alteration (including external wall paint) in the elevation and of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Row House/Row House which may affect the elevation in respect of the exterior walls of the Row House/Row House;
11. Not to install grills the design of which has not been suggested and/or approved by JSHPL/Association or Body provided;
12. Not to maim, injure or deface the footings, foundations main walls or supporting beams of the lower and/or upper Row Houses save in connection with and so far as may be necessary to permit renovations or repairs to the lower and/or upper Row House;
13. Not to use the said Row House for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purposes;
14. Not to cause or permit obstruction of any drain or pipe used in common with the Allottees or other occupants for the passage of water or soil in connection with the Row House/Row Houses;
15. Not to do permit or suffer to be done in or upon the Row Houses anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Allottee(s) Occupiers or the owners of the neighbouring houses, Row House/Row House and/or the "Phase _____";
16. Not to throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the said Row House or the common portion of the Row House/Row House/Row House except in the space for garbage to be provided in the ground floor of the Row House;
17. Not to make or permit any disturbing noises in the Row House by the Allottee(s) himself/herself/themselves, his/her/their family, his/her/their invitees or servants or licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Allottee(s)/Occupiers;
19. Not to cause any damage to firefighting and fire detection system of the row house/block;
20. Not to put his/her/their name in entry passages excepting in the proper place or on the main box provided by the Promoter for the use of the said Row House occupied by the Allottee or his/her/their nominee;
21. Not to allow dust, rubbish or litter swept from the said Row House to be left or deposited in any of the passage ways or pathways or thrown in any passage ways or pathways and shall keep in deposit in a particular place earmarked for that purpose;
22. Not to loiter in the pathways, without proper reasons;
23. Not to throw anything (including cigarettes, smoking materials spitting of pan) or emptied by the Allottee (s) or his/her/their servants or his/her/their guest out of the windows and/or doors on anywhere on the common portion of the Row House/ common portion of the "Phase _____" or the entire Project and Parking lot or any common portion of "Phase _____" nor shall shades, awnings, window guards or any temporary article to be hung from or placed outside the window or Row House;

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24. Not to permit the lawns or other common portion of the Row House and common portion of the Row House/Row House within the retained premises sold to other Allottee to be fouled by dogs or other animals coming from the said Row House;
25. Not to store or bring and allow to be stored and brought in the said Row House any goods of hazardous or combustible nature, explosive chemicals or which are so heavy as to affect or endanger the structure of the Row House/Row House or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner and also not to keep or store any prohibitory film, or any other such articles, hides or manure or any other articles giving an offensive smell in the said Row House;
26. Not to subdivide the said Row House and/or the parking space(s) as allocated thereof;
27. Not to close any windows or make openings in the walls or through the walls of the said Row House;
28. Not to claim any exclusive right over and in respect of common areas and/or parts of the Row Houses including Water Storage Tank for the Fire Fighting arrangement. It is made clear that such Water Storage Tank is not a part of any particular row house/Row House and can be used if required for "Phase _____" and/or the entire Project;
- 29.(a) Not to claim any exclusive right over and in respect of common areas and/or parts of the Row Houses/Row House including Water Storage Tank for the Fire Fighting arrangement. It is made clear that such Water Storage Tank is not a part of any particular row house/Row House and can be used if required for entire Joyville First Phase Project;
- (b) Not to claim any exclusive right over and in respect of the terrace/roof//lift lobbies/passages, if any, of the said Row House/Row House or any portion thereof or additional undivided right in land. The control of user of roof / lift lobbies/passages shall remain in the hand of concerned Row House Owners' Association;
30. Not to repair any joist or beam supporting the floors of the said Row House without giving notice to JSHPL or Body of the intention so to do giving details of the work intended to be done so that JSHPL or aforesaid Body or Association may take such precautions as they may be advised for the protection of the ceilings thereof and provided such notice is duly and properly given;
31. Not to display or affix any neon-sign or signboard on any outer wall of the Row House or the Row House or the common parts save to the extent and at a place that may be specified from time to time by the JSHPL or Row House Owners' Association or Body;
32. Not to claim any partition or sub-division of the land and/or Common Parts and not to partition the Row Houses by mets and bounds;
33. Not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any Row House in or any part of the Row House/Row House or cause any increased premium to be payable in respect thereof.
34. Not to do or suffer to be done anything to in or about the said Row House or the "Phase _____" or in the staircase and/or fire escape passage and/or the common passages which may be against the rules or regulations of any existing laws of any concerned authority or the bye-laws of the condominium of Row House.
35. Not to refuse or neglect to carry out any work directed to be executed in the Row House/ Row House after he/she/they had taken possession thereof, by a competent authority, or require or hold the Developers liable for execution of such works;
36. Not to park any vehicles in any open space in the compound other than at the designated area;
37. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the row house in any manner whatsoever;
38. Not to enclose any balcony in the said Row House except with grills with designs approved by the Association or Body;
39. Not to change, alter or modify the main doors to the said Row House;

[COMMON EXPENSES]

1. The expenses of maintaining, repairing, redecorating etc., of the Row House/Row House in particular, external façade, common areas, roof/terrace, water tank, reservoir, gutters, stilt, sewerage, drainage and rain-water pipes of the row house, water pipes and electric wires, all firefighting installations, lifts, DGs etc., repairing works under or upon with the row house/Row House and enjoyed or used by the Allottee(s) in common with the occupiers of other Row Houses/Row House / Towers of larger project and parking space, recreation area, main entrance, passages, etc.
2. The Operational and maintenance expenses related to club house and swimming pool.
3. Audit fees related to CAM (Common Area Maintenance) charges accounting.
4. The cost of cleaning and lighting -common areas of the Row House / "Phase _____" so enjoyed or used by the Allottee(s) as aforesaid.
5. The cost of working and maintenance of water connection, lights, pumps, generators STP, WTP, water distribution system, etc.
6. Expenses for running, maintaining and repairing the firefighting installations -related to the row house/- as well as "Phase _____" like pumps, panels, all fire protection and fire detection installations, refilling of the fire -extinguishers, cost of pump operation, replacement of extinguishers on expiry, diesel charges for the fire pump, maintenance of the pump house and fire tank etc.
7. The expenses for organizing routine fire drills as per the directive of the statutory authority and other statutory payments
8. The cost of salaries of clerks, managers, executives, bill collectors, sweepers, housekeepers, watchman, pump-, electrician / plumbers and other maintenance crew, etc.
9. Maintenance / upkeep expenses for common services and common areas/parts of the Row Houses in Phase _____, including but not limited to larger shared facilities such as the clubhouse, swimming pool, and other amenities. -.
10. All existing Municipal and other taxes, impositions, water charges tax, proportionate share or electricity charges for the common areas etc., proportionate electricity charges till installation of separate Meter.
11. Diesel Generator set/Pump set etc. hire and running expenses, if any.
12. Such other expenses as are necessary or incidental to the maintenance and upkeep of the common area of row house/Row Houses "Phase _____" including but not limited to larger shared facilities such as the clubhouse, swimming pool, and other amenities.
13. KWICPL Township Maintenance charges, as applicable.
11. Maintenance of landscaping and greenery, play equipments, if any, signage etc.

SIXTH SCHEDULE ABOVE REFERRED TO:

Specifications of the Row House

PAINTING

- Interior walls & ceiling finished with putty
- Exterior walls finished with weatherproof paint

FLOORING

- Vitrified tiles for living, dining, kitchen & bedrooms
- Ceramic tiles in flooring & ceramic tiles on the wall for toilets
- Ceramic tiles in balcony

DOORS

- Main door- wooden flush door with laminate finish on both sides with Lock & Handle.
- Bedroom doors–wooden flush door with enamel paint with Cylindrical Locks.
- Toilet door – wooden flush door with enamel paint with Cylindrical Locks.

WINDOWS

- Aluminium Sliding windows in all bedrooms, kitchen and living room.

ELECTRICALS

- Electrical point: Concealed wiring with Modular switches and sockets
- AC point in all bedrooms, TV point in Master Bedroom
- Electrical points for geyser in Master Toilet
- Electrical points for exhausts in all toilets & Kitchen, washing machine, microwave, refrigerator, Water purifier.

RAILING

- MS Railing: with synthetic enamel paint finish

KITCHEN

- Kitchen counter: Granite platform with stainless steel sink from Nirali or equivalent
- Wall: ceramic Dado tiles up to 600 mm above counter-top
- Adequate electrical points provided for kitchen appliances
- Provision for exhaust fans
- Provision for water inlet for water purifier

BATHROOMS

- CP and sanitary Fittings of reputed make.
- False ceiling in all bathrooms
- Provision for exhaust point in all toilets & Geyser point in master toilet.
- Provision for exhaust fan
- Provision for geysers in bathrooms
- Dual flush systems for water closet in bathrooms

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

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

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

SIGNED AND DELIVERED by)
by the Allottee _____)
in the presence of:)

MEMO OF CONSIDERATION

Received on and from the Allottee/(s), the sum of Rs. _____/- (Rupees _____) only and the balance sum of the Consideration Amount shall be paid by the Allottee to the Promoter/the Company in installments as per the **Fourth Schedule** herein set out on or before execution of the Deed of Conveyance.

[Signature of the Allottee]

[Signature of the Company/Promoter]

[Signature of the Confirming Party]

WITNESSES:

- 1.
- 2.

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DATED THIS DAY OF , 2025

BETWEEN
JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED

AND

KOLKATA WEST INTERNATIONAL CITY PRIVATE
LIMITED

AND

[THE ALLOTTEE]

AGREEMENT FOR ALLOTMENT OF ROW HOUSE