



## SCHEME OF COUNTRY ROADS

Creative Hortifarms Private Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its office and carrying on business, inter alia, at 17, Government Place East, 4 Esplanade Mansions, (2nd floor), Calcutta 700 069 has and/or is for the present acquiring along with its associate companies Agrovent India Private Limited and Ishan Properties Private Limited (all hereinafter collectively referred to as "Creative") agricultural land at Mouza Belkulai under P. S. Panchla and Mouzas Raghudevpur and Gharbhanga-Basudevpur under P.S. Uluberia, District-Howrah, hereinafter referred to as "the said Land".

With the intention of promoting agricultural and farming activities (including horticulture), Creative has prepared a scheme of developing a Farm Complex consisting of several plots of farm land, farms, farm common portions, joint common portions etc. on the said land and/or portions thereof. The proposed Farm Complex has been named "COUNTRY ROADS".

### TERMS AND CONDITIONS APPLICABLE TO THE APPLICANTS FOR ACQUIRING FARM LANDS COMPRISED IN COUNTRY ROADS OF CREATIVE

#### 1. APPLICATION :

- 1.1 Country Roads will consist of several demarcated plots of agricultural land, that is, Farm Land which shall be allotted to different persons at the sole discretion of Creative. Every Allottee shall, after obtaining necessary approvals and sanctions, be entitled to get constructed a farmhouse (to be called "Farm Home" or "Country House") on a portion of his Farm Land. The Allottees of Farm Land in Country Roads shall use the Farm Land for agricultural/ horticultural purposes only.
- 1.2 Applications may be made to Creative for allotment of plots of Farm Land from persons desiring to acquire the same and intending to construct a Farm Home on a part of such Farm Land subject to necessary approvals and sanctions of concerned authorities.
- 1.3 Applications shall be made in the prescribed form duly signed by the applicants and submitted in triplicate to Creative. Each application shall be accompanied by the payment of the amount of the Application Money stated in the Payment Schedule attached. The Payment Schedule contains the total consideration agreed to be paid by the Applicant to Creative and the manner in which the same is to be paid.
- 1.4 The Application Form is to be signed and submitted by the applicants only after reading and accepting the terms and conditions contained herein without any reservation or qualification. Submission of the Application Form shall be deemed to be an unqualified acceptance by the applicant of all the terms and conditions contained herein as well as the Payment Schedule.
- 1.5 Only completed Application Forms, accompanied by necessary documents and Application Money, shall be eligible for consideration by Creative for allotment. However, Creative may at its sole discretion, relax any condition regarding any particular Application and proceed to consider and/or accept the same. Any relaxation or indulgence granted to one applicant shall be personal and shall not be applicable to the other applicants and/or that applicant subsequently.
- 1.6 Creative will ordinarily accept or reject any application within 30 days of receipt of the Application.
- 1.7 Creative may accept or reject any application without assigning any reason whatsoever.
- 1.8 In case of rejection of an application, Creative will refund the entire amount of Application Money.

#### 2. PROVISIONAL ALLOTMENT :

- 2.1 In case of acceptance of an application by Creative, a written Intimation of Provisional Allotment shall be sent to the applicant concerned.

- 2.2 Upon receipt of Intimation of Provisional Allotment, the applicant shall make payment of the Allotment Money in accordance with the Payment Schedule.
- 2.3 The applicant shall verify and satisfy himself regarding all aspects of Country Roads including the right, title and interest of Creative in respect of the said Land prior to payment of the Allotment Money and upon such payment it shall be deemed that the applicant has duly satisfied himself regarding all such aspects after a personal verification and thereafter no objections, queries and/or claims whatsoever can be raised by the applicant in this regard.
- 2.4 Prior to making payment of the Allotment Money the Allottee shall satisfy and shall be deemed to have satisfied himself in all respects regarding specifications, designs, layouts and common facilities and amenities relating to the Farm Home and Country Roads and no objection, queries and/or claims can be raised thereafter by the applicant regarding the same.
- 2.5 If the applicant does not pay the Allotment Money on or before the last date fixed for the same under the Payment Schedule or withdraws his offer/application by that date, then the provisional allotment shall stand cancelled and the Application Money shall be refunded to him after deducting there from a sum equivalent to 5% of the total agreed consideration as the settled processing charges.
- 2.6 Every Allottee must become a member of the Recreational-cum-Sports Centre to be called "Country Roads Club". A non-refundable admission deposit shall be payable by the Allottee along with the Allotment money, for becoming a member of the Club. The admission fee amount shall be fixed by Creative from time to time. Besides the admission fee, a member shall also pay monthly/periodic subscription fee towards the user of facilities provided and/or the day to day maintenance and running of the Club. The monthly/periodic subscription fee shall be determined/revised from time to time by Creative.

### **3. DOCUMENTATION :**

- 3.1 When called upon by Creative either at the time of payment of Allotment Money or at any other time, the Allottee shall formally signify his approval of the drafts of the following documents prepared by the Advocates of Creative:
  - a) Deed of Conveyance in respect of the Farm Land.
  - b) Memorandum of Agreement relating, inter alia, to the sale of the Farm Land and transfer of the undivided share in the Common Land (excluding any share in the land to be occupied by the Club), the construction of the Farm Home and the development of the Farm Land and the Common Portions and Facilities.
  - c) Powers of Attorney from the applicant in favour of the nominees of Creative authorising them to obtain on behalf of the Allottee necessary permissions, sanctions, approvals etc. and for taking all necessary steps for construction of the Farm Home and for development of the Common Portions and Facilities.
  - d) Letter making over possession of Farm Land to Creative, inter alia for the purposes of construction.
- 3.2 Simultaneously with the payment of Allotment Money, the Allottee shall pay to the Advocates of Creative a sum calculated at the rate of 0.7 per cent of the total agreed price (payable to Creative for the entire transaction) as part payment of their agreed fee of 1 (one) per cent. The balance agreed fee of 0.3 per cent of the total agreed price shall be payable by the Allottee at the time of execution of the Deed of Conveyance in respect of the Farm Land.
- 3.3 The approved drafts of the above documents may however be subsequently modified, altered and/or amended by Creative in consultation with the Advocates in accordance with any change in circumstances or requirement. In case of any basic or major change being necessary, the applicant and Creative shall mutually agree to the same, if so advised by the Advocates.

### **4. FINAL ALLOTMENT :**

- 4.1 Upon payment being made of the Allotment Money and part of Advocates' fee as aforesaid and any additional documents/informations being duly submitted to Creative by the applicant within the time prescribed by Creative, and the Allottee approving the draft documents mentioned in clause 3.1 hereinbefore, the process of allotment shall be complete and Creative shall issue an Allotment Letter to the Allottee confirming the Allotment of a Farm Land. Thereupon, the Allottee shall not be entitled to cancel the contract with Creative on any ground whatsoever.
- 4.2 Upon issue of the Allotment Letter, the Allottee shall sign and execute all necessary papers, deeds and documents that may be required by Creative and/or its Advocates from time to time including those mentioned in Clause 3.1 above, if not already signed prior thereto.

## **5. CONVEYANCE :**

- 5.1 Creative will (subject to legal provisions and force majeure) execute and register the Deed of Conveyance in respect of the relevant Farm Land in favour of the Allottee at such time as may be thought appropriate by Creative, provided the Allottee has till that time complied with such obligations and has paid such portion of the total consideration, as may be determined by Creative from time to time. The applicable stamp duty, registration fees and other expenses in respect of or incidental to the execution and registration of the Deed of Conveyance shall be borne and paid exclusively by the Allottee and Creative shall not have any obligation or liability whatsoever towards the same. Any deficit/ additional stamp duty, registration fee, interest and/or penalty, if any, that may be payable in respect of the Deed of Conveyance shall also be borne and paid exclusively by the Allottee.
- 5.2 Simultaneously with the execution and registration of the Deed of Conveyance of the Farm Land, the Allottee shall sign and execute all necessary documents required by Creative and make over possession of the Farm Land to Creative for purposes of construction.
- 5.3 Upon execution of the Deed of Conveyance of the Farm Land, all rates taxes and outgoings payable to any authority in respect of the Farm Land and/or the Farm Home shall be payable by the Allottee with effect from the date of Deed of Conveyance. In the event of Creative being made to pay or paying any such rates, taxes or outgoings, the Allottee shall be liable to reimburse the same to Creative on demand. In case of any delay in the Allottee reimbursing such amounts, he shall be liable to pay interest thereon at the rate of 24 per cent annum. The Allottee shall undertake to keep Creative free harmless and indemnified of all such payments and/or loss or losses and/or costs and expenses in this regard.

## **6. CONSTRUCTION :**

- 6.1 Creative will take steps on behalf of the Allottee for obtaining necessary permissions, sanctions and approvals from the concerned authorities for construction of the Farm Home and also for development of the Common Portions and Facilities.
- 6.2 Creative will commence construction of the Farm Home after receipt of necessary permissions / sanctions/ approvals and will also undertake development of the Common Portions and Facilities. Creative will endeavour to complete construction of the Farm Home within 30 months from the date of Final Allotment.
- 6.3 Creative will endeavour to complete the development of such parts of the Common Portions and Facilities as may be necessary for ingress to and egress from the Allottee's Farm Home and for reasonable use of the Farm Home, within 30 months from the date of Final Allotment.
- 6.4 All time periods that may be required by Creative regarding construction of the Farm Home and development of the Common Portions and Facilities shall be subject to and dependent upon receipt of all permissions /approvals /sanctions that may be required to be obtained either before during or completion of any of the said works on behalf of the Allottee and shall be subject to force majeure, any delay occasioned by any act or default by and/or on behalf of any of the Allottees or by any reason beyond the control of Creative and subject to timely payments being made by the Allottees.
- 6.5 The Allottees shall sign and execute without any delay all papers and documents at the instance of Creative that may be thought necessary by Creative to carry out any of the works entrusted by the Allottees to Creative.

## **7. POSSESSION OF FARM HOME AND DOCUMENTATION :**

- 7.1 Upon Farm Home being made ready for possession, Creative shall intimate the Allottee to take possession of the concerned Farm Home. Such possession may be offered by Creative even prior to completion of the Common Portions and Facilities, after providing necessary ingress to and egress from the Allottee's Farm Home and making available temporarily such parts of the Common Portions and Facilities as are necessary for reasonable use of the Farm Home. The Allottee shall within 30 days of such intimation make payment of the amounts due and payable relating to the project by the Allottee on any account whatsoever as also the amounts required to be kept as deposits including for maintenance, electricity, land taxes etc. Upon receiving such payments and deposits from the Allottee, Creative shall make over possession of the Farm Home to the Allottee. Prior to taking such possession, the Allottee shall sign and execute, inter alia, the following documents as prepared by Creative :
  - (a) Confirmation of receiving possession of the Farm Land and Farm Home constructed thereon.
  - (b) Undertaking/Indemnity in favour of Creative.
  - (c) Membership Form of the Club along with undertaking to abide by its Rules and Regulations and Bye-laws to be prepared by Creative.
  - (d) Maintenance Contract.
  - (e) Endorsement of Approval on draft Deed of Conveyance regarding Common Land and Areas (excluding the land occupied by the Club) in favour of a Company/body to be owned and/or controlled by all Allottees.

## **8. MAINTENANCE :**

- 8.1 The Allottee shall be liable to pay the monthly maintenance charges for his Farm Home and to make proportionate contribution to the monthly maintenance charges in respect of the Common Portions and Facilities within the fifteenth day from the expiry of the concerned month. All such charges will be fixed and or revised from time to time by Creative. Such payments shall be made by the Allottee with effect from the expiry of the month of issue of Intimation calling upon the Allottee to take possession of the Farm Home irrespective of the fact whether possession has been actually taken over by the Allottee or not. In the event of Creative incurring or paying any expenses towards such maintenance due to default of the Allottee in this regard, Creative shall be entitled to recover the same from the Allottee with interest thereon at the rate of 24 per cent per annum from the date of default.
- 8.2 Creative may at its discretion extend any date of payment by any Allottee subject to payment of interest at the rate of 24 per cent per annum for the period of such extension.
- 8.3 Any grant of any extension or any indulgence shown by Creative shall not operate as waiver of any of its rights.

## **9. OBLIGATIONS REGARDING ENVIRONMENT AND HOMOGENEITY :**

- 9.1 Country Roads has been envisaged as an Environment and Ecology friendly Agri-horticultural Scheme and the Allottees shall undertake not to do any act which may be detrimental or prejudicial to such purpose.
- 9.2 Country Roads is being Developed as a common programme by all Allottees of Farm Lands getting Farm Homes constructed thereon on uniform designs and the Allottees shall undertake not to deviate from the uniformity of the complex and not to make any additional construction whatsoever on the Farm Land allotted to them.
- 9.3 Each Farm Land will consist of a piece of arable land made ready by Creative for planting and growing of fruits and vegetables by the Allottees. For protection and promoting Agri-horticultural activities at Country Roads, Creative will plant saplings of specially selected varieties on the Farm Land. It will be the obligation of the Allottees to protect and nurture the same.
- 9.4 Creative shall make an Agri-horticultural Corner in the Common Portions and Facilities where Agri-horticultural consultancy shall be available to the Allottees for their guidance. Some of the equipment required for Horticulture Farming shall also be made available by Creative at this Corner and the same may be hired by the Allottees on payment of reasonable charges. Some varieties of seeds and available books and literature on Agri-Horticulture shall also be made available at the Agri-Horticultural Corner.
- 9.5 Allottees shall undertake to protect and beautify the environment in and around Country Roads and for this purpose form and become members of a Nature Protection Association.

## **10. USER :**

- 10.1 The Allottee shall agree and undertake to use the Farm Land and the Farm Home only for the purpose as aforesaid and not for any other purpose like trade, business or profession or any manufacturing or industrial activity.

## **11. TRANSFERABILITY :**

- 11.1 No transfer, nomination or assignment can be made by the Allottee prior to the execution and registration of the Deed of Conveyance in his favour. Transfer may be made thereafter provided that the same shall be subject to all the terms, conditions and obligations contained in the Deeds, documents and papers that may have already been executed and/or approved by the Allottee in favour of Creative and/or its nominees, and the transferee shall always be bound by the same. This provision shall run with the Farm Land. In the event of such transferee committing any breach, both the Allottee and the transferee shall be liable for the results thereof and Creative shall be entitled to proceed against both of them including for specific performance.

## **12. NOTICE :**

- 12.1 Any letter or notice issued by Creative to the Applicant / Allottee at his address mentioned in the Application shall be deemed to have been duly served on and received by the Applicant /Allottee on the fourth day from the date of despatch by Registered/Speed Post with acknowledgment due. Any change of his address must be intimated forthwith in writing by the Applicant/Allottee to Creative.

**13. COMPOSITE & UNSEVERABLE PACKAGE DEAL :**

- 13.1 The Allottee shall not be entitled to cancel any of the deeds, documents and/or papers and shall not commit breach of any of the terms, conditions and obligations contained therein and/or herein.
- 13.2 The sale of Farm Land, construction of Farm Home thereon, development of Common Portions and Facilities, transfer of Common Land and Areas in favour of a Company/body and membership of the Club are and shall always be deemed to be essential parts and/or components of a composite package and none of them can be severed or extricated therefrom as an independent transaction.

**14. ARBITRATION :**

- 14.1 In case of any dispute or difference between the Applicant/Allottee and Creative arising out of or relating to or touching or concerning any aspect of the Scheme/Project and/or the approved and/or executed documents or any term condition or stipulation including those contained herein and/or construction or interpretation thereof, shall be referred for arbitration to a sole Arbitrator to be appointed by Mr. R. Ginodia, Advocate of 7C, Kiran Shankar Roy Road, Calcutta and such arbitration shall be governed by and subject to the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall have the power to make interim awards and/or directions and also make summary awards.

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I/We have read and understood the above Terms and Conditions and confirm my/our unconditional acceptance of the same

This document is being signed by me/us at the office of Creative at 17, Government Place (East), 4 Esplanade Mansions, (2nd floor), Calcutta 700 069.

Signature of Applicant :

Date :