

DESCRIPTION OF FLAT HEREBY AGREED TO SALE

CONSIDERATION: Rs.

NAME OF THE COMPLEX: J.H.GREENS

AREA OF FLAT :

FLAT NO :

BLOCK

FLOOR

PARKING : 1 covered Parking

R.S. PLOT NO.: : 776, 777

L.R. PLOT NO. : 798,799

R.S. KHATIAN NO. : 301, 57

L.R. KHATIAN NO. : 3676

J.L.NO. :157

MOUZA : KARNAJORA

GRAM PANCHAYAT: KAMLABARI-I

P.S. : RAIGANJ

DISTRICT : UTTAR DINAJPUR

AGREEMENT FOR SALE

This Agreement for sale (“Agreement”) executed on this..... day
of....., 20.....

By and Between

“J.H DEVELOPERS LLP”, (PAN NO. AASFJ3815E), a Limit Liability Partnership firm, is incorporated pursuant to Section 12(1) of the Limited Liability Partnership Act 2008, having its LLP incorporation number:- ABB-5994 dated 06/07/2022, having its registered Office at C/o Begraj Ashok Kumar, Naya Bazaar, Siliguri, P.O.& P.S.-Siliguri, Dist. - Darjeeling, PIN - 734005, in the State of West Bengal, REPRESENTED BY NO. 1 AS PARTNER & SELF AND NO. 2 & 3 AS PARTNERS - 1) SRI AYUSH AGARWAL, (PAN NO. BVSPA2264C), (ADHAAR NO. 521326267074), son of Sri Suresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Green Valley Apartment, Upper Bhanu Nagar, behind Vishal Cinema Hall, P.O. - Sevoke Road, P.S. - Bhaktinagar, District – Jalpaiguri, PIN – 734001, in the State of West Bengal; (2) SRI HEMANT KUMAR AGARWAL, (PAN NO ACSPA4685M), (ADHAAR NO. 215477656114), son of Sri Binod Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of C/o Begraj Ashok Kumar, Siliguri, Naya Bazar, P.O. & P.S. Siliguri District Darjeeling, PIN -734005, in the State of West Bengal and (3) SRI JAGADISH PRASAD AGARWALA, (PAN NO. ACRPA8676R), (ADHAAR NO.326533717983), son of Late Narshing Das Agarwala, Hindu by Faith, Indian by Nationality, Business by Occupation, Resident of Green Valley Apartment, Upper Bhanu Nagar, P.O. - Sevoke Road, P.S. - Bhaktinagar, District Jalpaiguri, PIN – 734001, in the State of West Bengal,*No. 1& 2 Represented by their constituted Attorney vide Regd. Development Power of Attorney deed no. I – for 2023 Registered in the office of the A.D.S.R, Raiganj*, in favour of another partner of “J.H DEVELOPERS LLP”, represented by its partner SRI JAGADISH PRASAD AGARWALA, (PAN NO. ACRPA8676R), (ADHAAR NO.326533717983), son of Late Narshing Das Agarwala, Hindu by Faith, Indian by Nationality, Business by Occupation, Resident of Green Valley Apartment, Upper Bhanu Nagar, P.O. - Sevoke Road, P.S. - Bhaktinagar, District Jalpaiguri, PIN – 734001, in the State of West Bengal, hereinafter referred to as the VENDOR/DEVELOPER (which term of expression shall unless repugnant to or contrary to the context include their respective successors heirs executors administrators legal representatives and assigns) of the FIRST PART.

AND

Shri/Smt/Mr/Mrs/Miss. _____ S/D/O _____,
having PAN No. _____, Aadhaar No. _____,
_____ by faith, _____ by Nationality, _____ by occupation, resident of
_____ P.O. _____ & P.S.- _____, District-
_____ in the State of _____ Pin Code: _____ being the
Party of the Second Part

The term "Vendor/Developer" shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, successors, representatives and permitted assigns.

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

- (a) "Act" means THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016;
- (b) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (c) "Regulations" means the Regulations made under THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016;
- (d) "Section" means a section of the Act.

Sale of the "Composite Unit" being the "Flat and Appurtenances" lying and situated in Block _____ (the "Building") in the "Complex" named J.H GREENS constructed on the piece and parcel of land, herein after referred to as the said "Premises", as more fully described in Schedule A1 & A2 hereto and the Composite Unit more fully described in Schedule B hereto comprises of the following:

- (i) The "Flat" being the residential flat measuring about _____ square feet (the measurement of which includes the common proportionate area of staircase, lift, lobby, landings and passage only of the floor of the designated flat, including thickness of the internal and external walls and columns and proportionate super built up for other common areas) super built up area, and measuring _____ Sq.ft. carpet area and _____ Sq.ft balcony area described in Schedule B;
- (ii) The exclusive right to park one car in the Parking Area of the said Residential Complex to be marked and allotted to the Purchaser/s by the Vendor/s of these present.
- (iii) The proportionate, undivided, indivisible and singly non- transferable share in the land comprised in the Premises, (Land Share");
- (iv) The proportionate, undivided, indivisible and singly non- transferable share in the common areas, amenities and facilities of the Building and the Complex (the "Common Portions"), more fully described in Schedule D hereto:
- (v)The right of perpetual casement on the roads and pathways for ingress to and egress from the Complex (the "Easement Rights");

WHEREAS-

Ownership of the Premises:

WHEREAS the **SCHEDULE – A1** property along with others measuring an area of 2.11 acres in R.S. Plot no. – 776, R.S. Khatian no. - 301 was originally belonged to Gedru Barman. While possessing the schedule property along with others said Gedru Barman gifted 1.055 acres of land to his son Biren Chandra Barman vide Regd. Gift Deed No. 5774 for 1983 and rest portion i.e. 1.055 acres of land to his another son Dharendra Nath Barman vide Regd. Gift Deed No. 5776 for 1983 and delivered them the possession of the same. During L.R. settlement the R.S. Plot No. 776 converted into two L.R. Plot No. 797 and 798. While possessing the schedule property in ejmali said Dhiren Barman alias Dharendra Nath Barman gifted 0.10 acres of land in L.R. Plot No. 797 and 0.43 acres of land in L.R. Plot No. 798 to Aloka Barman vide Regd. Gift Deed No. 1065 for 2014 and he also gifted 0.10 acres of land in L.R. Plot No. 797 and 0.43 acres of land in L.R. Plot No. 798 to Ratan Barman vide Regd. Gift Deed No. 1059 for 2014 and delivered them the possession of the same. While possessing the said property **Aloka Barman** and **Ratan Barman** sold the same to **Ayush Agarwal** vide two **Regd. Sale Deed No. 5400 for 2022** and **No. 17177 for 2022** and delivered him the possession of the same. While possessing in ejmali Ayush Agarwal filed a Partition Suit No. 09/2022 before the Ld. Civil Judge (Senior Division) Raiganj against Biren Barman and other co-sharers. The said suit was disposed off in term of compromise. As per solenama and final decree, the **SCHEDULE – A1** property exclusively fall in the share of Ayush Agarwal. Since final decree of the Partition Suit No. 09/2022 said Ayush Agarwal is possessing the **SCHEDULE – A1** property and paying up-to-date the Govt. Rent. Ayush Agarwal has obtained the permission for conversion in the **SCHEDULE – A1** property vide Certificate of Conversion Memo No. 6N/286/2022 dt. 06/06/2022, Memo No. 1399/CONV/BL&LRO – Rai/2023 dt. 26/07/2023, No. 1400/CONV/BL&LRO – Rai/2023 dt. 26/07/2023 and No. 1401/CONV/BL&LRO – Rai/2023 dt. 26/07/2023 respectively.

That the **SCHEDULE – A2** property along with others was originally belonged to Choimuddin alias Chiharu Md.. Said Choimuddin alias Chiharu Md. while possessing the **SCHEDULE – A2** property along with others sold 0.2250 acres of land to Nihar Kona Mazumder vide Regd. Sale Deed No. 9150 for 1964 and 0.1650 acres of land to Moni Mohan Ghosh vide Regd. Sale Deed No. 9151 for 1964 and delivered them the possession of the same. Said Moni Mohan Ghosh and Nihar Kona Mazumder sold 0.34875 acres of land to Chameli Dey and Ranadhir Dey vide Regd. Sale Deed No. 6641 for 1984 and delivered them the possession of the same. The R.S. Plot No. 777 converted into L.R. Plot No. 799. Said Chameli Dey due to natural love and affection gifted her share to her husband Ranadhir Dey vide Regd. Gift Deed No. 7950 for 2008 and delivered him the possession of the same. Subsequently said Ranadhir Dey gifted 0.3400 acres of land to Ranabir Dey and Minati Dey Das vide Regd. Gift Deed No. 7952 for 2008 and delivered them the possession. Said **Ranabir Dey** and **Minati Dey Das alias Minati Das** sold the **schedule – A2** property vide two **Regd. Sale Deed No. 5453 for 2022** and **No. 5237 for 2022** to **Ayush Agarwal** and delivered him the possession of the same. In L.R. R.O.R. No. 3676 the **schedule – A2** property has duly been recorded in the name of Ayush Agarwal. Since purchase said Ayush Agarwal is possessing the **schedule – A2** property and paying up-to-date the Govt. Rent. Said Ayush Agarwal has obtained the permission for conversion of **schedule – A2** property into Commercial Bastu vide Certificate of Conversion Memo No. Con/287/2022 dt. 06/06/2022. Thus SRI. AYUSH AGARWAL became the absolute owner and possessor of **schedule – A1 and schedule – A2** property. **Sri Ayush Agarwal, Sri Hemant Kumar Agarwal and Sri Jagadish Prasad Agarwala** constituted a partnership firm named and styled “J.H.DEVELOPERS LLP”, wherein the schedule A1 and A2 property has been brought

into the said partnership business by Sri Ayush Agarwal as his initial capital contribution and the said firm embarked upon the development thereof by construction of the building complex named "J.H GREENS" thereon.

Residential Development and Sanction of Plan:

The Vendor/Developer party herein applied for and obtained the sanction of a building plan, vide order No. 40/UDZP/PLAN/2022-2022 which was sanctioned on 03/01/2023 (the "Sanctioned Plan");

The Vendor/Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ registration under _____

The Vendor have since named the development project as "J.H.GREENS" which is a project consisting of a Ground Floor and 5 storied building complex with Residential Units comprising 3 Block, which consists of 110 nos flats/ units over plots of land admeasuring about 1.21 acres in aggregate comprised in and forming part of L.R. Plot Nos. 798 and 799, appertaining to L. R. Khatian No. 3676, within, J.L.No. 157, Mouza Karnajora, B.L. & L R. Office Raiganj, Police Station-Raiganj, District- Uttar Dinajpur thereinafter referred to as the said Project"). In this presents the residential portion of the Project is hereafter referred to as the said "Complex".

Commencement of Construction:

The Vendor/Developer, pursuant to the constitution of the Limited Liability partnership firm obtained the Sanctioned Plan for the Complex from the Vendor/Developer and commenced the construction.

The Vendor/Developer then decided to allot independent Composite Units in the Complex for residential purpose and accordingly received applications for allotment of Composite Unit from intending purchasers, including the Purchaser herein had applied for a Residential Flat dated _____ and has been allotted Flat no. _____ having Super built up area of _____ square feet and measuring _____ Sq.ft. carpet area and _____ Sq.ft balcony, type Residential, on _____ floor in Block no. _____ along with _____ Covered Garage at the Ground Floor, as permissible under the applicable law and of prorate share in the common areas ("Common Areas")

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

The Parties here by confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

The Parties of the First Part is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor/Developer regarding the said land on which Project is to be constructed have been completed;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Parties of the First Part hereby agrees to sell and the Purchaser hereby agrees to purchase the Unit and the garage/closed parking as specified in Schedule B;

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Vendor/Developer agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the unit as specified Schedule B below; The Total Price for the Unit including 1 covered parking is Rs. _____/-(Rupees _____) only("Total Price").

Block no. Flat no. Type : <u>RESIDENTIAL</u> Floor _____	Total Price of Flat Rs. _____/- (excluding taxes)
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(i) The Total Price above includes the booking amount paid by the Purchaser to the Vendor/Developer towards the Unit ; The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor/Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor/Developer , by whatever name called) upto the date of the handing over the possession of the Flat to the Purchaser and the Project to the association of Purchasers or the competent authority, as the case may be, after completion of project.

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Purchaser(s) to the Vendor/Developer shall be increased/ reduced based on such change/ modification.

(ii) The Vendor/Developer shall periodically intimate to the Purchaser(s), the amount payable as stated in (i) above and the Purchaser(s) shall make payment demanded by the Vendor within the time and in the manner specified therein. In addition, the Vendor/Developer shall provide to the Purchaser(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iii) The Total Price of Flat includes recovery of price of land, construction of, not only the Flat but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Flat, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and

specification to be provided within the Flat and the Project but excludes Taxes and Maintenance Charges.

(iv) The Total Price is escalation free, save and except increases which the Purchaser(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost/charges imposed by the competent authorities, the Vendor/Developer shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project the same shall not be charged from the Purchaser.

The Purchaser(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

(v) It is agreed that the Vendor/Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Flat, as the case may be, without the previous written consent of the Purchaser(s).

Provided that the Vendor/Developer may make such minor additions or alterations as may be required by the Purchaser(s), or such minor changes or alterations as per the provisions of the Act.

(vi) The Vendor/Developer shall confirm the final area that has been allotted to the Purchaser after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area/super built up area. The Total Price payable for the Flat shall be recalculated upon confirmation by the Vendor/Developer. If there is reduction in the carpet area/super built up area than the Vendor/Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rates specified in the rules from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area/super built up area, which is not more than three percent of the carpet area of the Flat, allotted to the Purchaser, the Vendor/Developer may demand that from the Purchaser. All these monetary adjustments shall be made at the same rate per square feet as agreed in this agreement.

Subject to terms and conditions the Vendor/Developer agrees and acknowledges that the Purchaser shall have the following rights to the Flat as mentioned below:

(i) The Purchaser(s) shall have exclusive ownership of the Flat;

(ii) The Purchaser(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Purchaser(s) in the common areas is undivided and cannot be divided or separated, the Purchaser(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor/Developer shall handover the common areas to the association of Purchasers after completion of the project.

(iii) That the computation of the price of the Flat includes recovery of price of land, construction of, [not only the Flat but also], the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Flat, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specification to be provided within the Flat and the Project but excludes taxes and maintenance charges.

(iv) The Purchaser has the right to visit the Project site to assess the extent of development of the Project and his Flat, as the case may be.

It is made clear by the Parties of the First Part and the Purchaser agrees that the Flat along with parking if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s) of the Project.

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

The Purchaser has paid a some of Rs. ----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Flat at the time of application the receipt of which the Vendor/Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Flat as prescribed in the payment plan [Schedule C] as may be demanded by the Vendor/Developer within the time and manner specified therein.

Provided that if the Purchaser(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rates specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Vendor/Developer abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Vendor/Developer, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of ----- payable at ----- . The timely payment of all the amounts payable by the Purchaser under this Agreement (including the Total Price) is the essence of the contract. An intimation forwarded by the Vendor/Developer to the Purchaser that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Vendor/Developer demonstrating dispatch of such intimation to the address of the Purchaser as stated at Clause 29 (Notice) including by e-mail, shall be conclusive proof of service of such intimation by the Vendor/Developer upon the Purchaser, and non receipt thereof by the Purchaser/shall not be a plea or an excuse for non-payment of any amount or amounts.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Purchaser, if resident of outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Vendor with such permission, approval which would enable the Vendor/Developer 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 statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Purchaser 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 Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Vendor/Developer accepts no responsibility in regard to matters specified in Para 3.1 above. The Purchaser shall keep the Vendor/Developer fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor/Developer immediately and comply with necessary formalities if any, under the applicable laws. The Vendor/Developer shall not be responsible towards any third party making payment/remittances on behalf of Purchaser and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Vendor/Developer shall be issuing the payment receipts in favor of the Purchaser only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Vendor/Developer shall abide by the time schedule for completing the Project i.e to be completed by 31.12.2028 and shall handover the Flat to the Purchaser and the common areas to the Association of Purchasers.

6. CONSTRUCTION OF THE PROJECT/FLAT:

The Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Flat and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Vendor/Developer. The Vendor/Developer or shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Vendor/Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the Real Estate Authorities and shall not have an option to make any variation/ alteration/ modification in such plans and breach of this term by the Vendor/Developer shall constitute a material breach of this Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Vendor/Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Vendor/Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in Schedule E of this Agreement.

7. POSSESSION OF THE FLAT:

7.1 **Schedule for possession of the said Flat** – The Vendor/Developer agrees and understands that timely delivery of possession of the Flat to the Purchaser and the common areas to the Association of Purchasers or the competent authority, as the case may be, is the essence of the Agreement. The Vendor/Developer assures to handover possession of the Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before 31.12.2028 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“*Force Majeure*”). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the

Purchaser agrees that the Vendor/Developer shall be entitled to the extension of time for delivery of possession of the Flat.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser(s) agrees and confirms that, in the event it becomes impossible for the Vendor/Developer to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Vendor/Developer shall refund to the Purchaser(s) the entire amount received by the Vendor/Developer from the Allotment with interest at the rate specified in the Rules within 45 days from that date. The Vendor/Developer shall intimate the Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agreed that he/ she shall not have any rights, claims etc. against the Vendor/Developer shall be released and discharged from all its obligations and liabilities under this Agreement. The Possession Date has been accepted by the Purchaser. However, if the Said Flat is made ready prior to the Completion Date, the Purchaser undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Purchaser are linked inter alia to the progress of construction, and the same is not a time linked plan.

7.2 Procedure for taking possession- The Vendor/Developer, upon completion of project shall offer in writing the possession of the Said Flat, to the Purchaser in terms of this Agreement to be taken within two months from the date of issue of intimation subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Vendor/Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Developer. The Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Vendor/Developer /association of Purchasers, as the case may be from the date of issue of

intimation.

7.3 Failure of Purchaser to take possession of Flat- Upon receiving a written intimation from the Vendor/Developer as per Para 7.2 above, the Purchaser(s) shall take possession of the Flat from the Vendor/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor/Developer shall give possession of the Flat to the Purchaser(s). In case the Purchaser(s) fails to take possession within the time provided as per Para 7.2 above, such Purchaser shall continue to be liable to pay maintenance charges as specified under Para 7.2 above

7.4 Possession by the Purchaser- After completion of project and handing over physical possession of the Flat to the Purchaser, it shall be the responsibility of the Vendor/Developer to handover the necessary documents and plan, including common areas to the Association of Purchasers.

7.5 Cancellation by Purchaser- the Purchaser shall have the right to cancel/withdraw his /her allotment in the Project. Provided that where the Purchaser proposes to cancel/withdraw from the Project without any fault of the Vendor/Developer, the Vendor/Developer herein is entitled to forfeit the entirety of the booking amount paid for the allotment. The Vendor/Developer shall after adjusting the booking amount, refund to the Purchaser, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Vendor/Developer and exclusive of any indirect taxes, stamp duty and registration charges.

7.6 Compensation – The Vendor/Developer shall compensate the Purchaser in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Vendor/Developer fails to complete or is unable to give possession of the said Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer or for any other reason; the Vendor shall be liable, on demand of the Purchaser, in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with interest at the rate specified in the Rules within forty-five days of it becoming due: Provided that where if the Purchaser does not intent to withdraw from the Project the Vendor/Developer shall pay the Purchaser interest for every month of delay, till the handing over of the possession of the Flat, which shall be paid by the Vendor/Developer to the Purchaser within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

The Vendor/Developer and Vendor hereby represent and warrants to the Purchaser(s) as follows:

- (i) The Vendor/Developer and Vendor has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Vendor/Developer and Vendor has lawful rights and requisite approvals from the competent authorities to carryout development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Flat/];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and the said Land and Flat are valid and subsisting and have been obtained by following due process of law. Further, the Vendor/Developer and Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Flat/] and common areas
- (vi) The Vendor/Developer and Vendor 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 Purchaser(s) created herein, may prejudicially be affected;
- (vii) The Vendor/Developer and Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Flat/] which will, in any manner, affect the rights of Purchaser(s) under this Agreement;
- (viii) The Vendor/Developer and Vendor confirms that the Vendor/Developer and Vendor is not restricted in any manner whatsoever from selling the said Flat to the Purchaser(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Vendor/Developer and Vendor shall handover lawful, vacant, peaceful, physical possession of the Flat to the Purchaser(s) and the common areas to the association of Purchasers or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Vendor/Developer and Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion of project and possession of the Flat along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the Association of Purchasers or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor/Developer and Vendor in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

Subject to the Force Majeure clause, the Vendor/Developer shall be considered under a

condition of default, in the following events:-

- (i) The Vendor/Developer and Vendor fails to provide ready to move in possession of the Flat to the Purchaser(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Vendor/Developer business as a developer

In case of default by the Vendor/Developer under the conditions listed above, Purchaser(s) is entitled to the following:-

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

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

- (i) In case the Purchaser fails to make payment to the Vendor/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Purchaser shall be liable to pay interest to the Vendor/Developer on the unpaid amount at the rates specified in the rules.
- (ii) In case of Default by Purchaser under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Vendor/Developer in this regard, the Vendor/Developer, upon 30 (thirty) days written notice, may cancel the allotment of the Flat in favour of the Purchaser and forfeit the entirety of the booking amount paid for the allotment. Upon Resale of the Said Flat and Appurtenances i.e. upon the Vendor/Developer subsequently selling and transferring the Said Flat and Appurtenances to another Purchaser and receipt of the sale price thereon, the Vendor/Developer shall after adjusting the booking amount, refund to the Purchaser, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Vendor/Developer and exclusive of any

indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Purchaser shall have no claim of any nature whatsoever on the Vendor/Developer and/or the Said Flat and Appurtenances and the Vendor/Developer shall be entitled to deal with and/or dispose off the Said Flat and Appurtenances in the manner it deems fit and proper.

10. CONVEYANCE OF THE SAID FLAT:

The Parties of the First Part, on receipt of Total Price of the Flat as per Para 1 under the Agreement from the Purchaser shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in common areas within three months from the date of completion to the Purchaser:

11. MAINTENANCE OF THE SAID BUILDING/ FLAT/ PROJECT :

The Vendor/Developer shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Purchasers. The purchaser shall start paying the necessary maintenance charge once the Flat is handed over by the Vendor/Developer.

12. DEFECT LIABILITY:

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

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

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

14. RIGHT TO ENTER THE FLAT FOR REPAIRS:

The Vendor/Developer maintenance agency/Association of Purchasers shall have rights of unrestricted access of all common areas, parking and parking spaces for providing necessary

maintenance services and the Purchaser(s) agrees to permit the Association of Purchasers and/or maintenance agency to enter into the Flat or any Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of Purchasers for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE FLAT :

Subject to Para 12 above, the Purchaser(s) shall, after taking possession, be solely responsible to maintain the said Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat, and keep the said Flat, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

The Purchaser further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Purchaser also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the building. The Purchaser shall also not remove any wall, including the outer and load wall of the Flat.

The Purchaser shall plan and distribute its electric load in conformity with the electric systems installed by the Vendor/Developer and thereafter the Association of Purchasers and/or maintenance agency appointed by the association of Purchasers. The Purchaser shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. ADDITIONAL CONSTRUCTIONS:

The Vendor/Developer undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities except for as

provided in the Act.

19. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Vendor/Developer executes this Agreement he shall not mortgage or create a charge on the said [Flat/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Purchaser(s) who has taken or agreed to take such [Flat/ Building].

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT:

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

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/ SUBSEQUENT PURCHASERS:

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 said Flat and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser of the

Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Vendor/Developer may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Purchaser in not making payments as per the payment plan [Annexure C] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Vendor/Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Vendor/Developer to exercise such discretion in the case of other Purchasers.

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

26. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Purchaser(s) has to make any payment, in common with other Purchaser(s) in the Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the [Flats/s] in the Project.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Vendor/Developer through its authorized signatory at the Vendor/Developer Office, or at some other place, which may be mutually agreed between the Vendor/Developer and the Purchaser, in ----- after the Agreement is duly executed by the Purchaser

and the Vendor/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the District /Additional Sub-Registrar at----- (*specify the address of the District /Additional Sub-Registrar*). Hence this Agreement shall be deemed to have been executed at----- --.

30. NOTICES:

That all the notices to be served on the Purchaser and the Vendor/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor/Developer by registered post at their addresses specified below:-

J.H DEVELOPERS LLP	
Registered Office: C/O BEGRAJ ASHOK KUMAR, NAYA BAZAR, SILIGURI, DISTRICT: DARJEELING, WEST BENGAL, PIN: 734005	Site Office: J.H Greens, Karnajora, Gram Panchayat- Kamlabari-I, P.S Raiganj, District: Uttar Dinaj West Bengal Pin: 733130

It shall be the duty of the Purchaser and Vendor/Developer to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Developer or the Purchaser, as the case may be.

31. JOINT PURCHASER:

That in case there are Joint Purchasers all communications shall be sent by the Vendor/Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser(s).

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the

respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall through the Adjudicating Officer appointed under the Act.

SCHEDULE - A1

Dist. - Uttar Dinajpur , P.S. - Raiganj , Mouza - Karnajora , J.L.No. - 157 , Panchayat - No. - 13 Kamalabari (1)			
Khatian No.	Plot No.	Area of Land	Classification
R.S. - 301 L.R. - 3676	R.S. - 776 L.R. - 798	1.060 Acres	Commercial Bastu.

SCHEDULE - A2

Dist. - Uttar Dinajpur , P.S. - Raiganj , Mouza - Karnajora , J.L.No. - 157 , Panchayat - No. - 13 Kamalabari (1)			
Khatian No.	Plot No.	Area of Land	Classification
R.S. - 57 L.R. - 3676	R.S. - 777 L.R. - 799	0.170 Acres	Commercial Bastu.

Boundary of Schedule - A1 :- **North** - Paresh Barman and others , **South** - Dhiraj Barman, Santosh Barman and Biren Barman in Plot No. 798, **East** - Schedule - B property of Ayush Agarwal and others, **West** - Saugata Dutta and others.

Boundary of Schedule - A2 :- **North** - Ratan Barman and others, **South** - Minati Dey Das, **East** - 35 feet wide No. 10 A State High Way, **West** - Schedule - A property of Ayush Agarwal.

Schedule - A1 and Schedule - A2 total area 1.23 acres in which 1.21 Acres are sanctioned planed area upon which the Building complex named J.H GREENS STANDS.

SCHEDULE-“ B”
DESCRIPTION OF FLAT

- (a) The Said Flat, being Residential Flat No.____, on the floor, having super built-up area of _____ (_____) square feet, more or less and measuring _____ Sq.ft. carpet area and _____ Sq.ft balcony, more or less,in Tower/Building No. _____ of the Project named “J.H.GREENS”
- (b) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in Schedule D below, as be attributable and appurtenant to the Said Flat,subject to the terms and conditions of this Agreement; and
- (c) The Land Share, being undivided, impartible, proportionate and variable share in the Schedule A1 & A2 land underneath the Said Tower/Building, as be attributable and appurtenant to theSaid Flat.

SCHEDULE-“C”
PAYMENT PLAN

That the payment of the consideration amount of the Schedule ‘C’ property shall be as follows: -

Sl No.	Particulars	Proportion	Amount (INR)
1.	Booking Amount		51,000/-
2.	At the time of Agreement	10% Plus GST less booking amount	
3.	On Completion of Foundation	10% plus GST	
4.	At the time of Roof Casting of Ground floor	10% plus GST	
5.	At the time of 1 st Floor Roof Casting	10% plus GST	
6.	Brick Work of First floor	5% plus GST	
7.	At the time of 2 nd Floor Roof Casting	10% plus GST	
8.	Brick Work of Second floor	5% plus GST	
9.	At the time of 3 rd Floor Roof Casting	10% plus GST	
10.	Brick Work of Third floor	5% plus GST	
11.	At the time of 4 th Floor Roof Casting	5% plus GST	
12.	Brick Work of Fourth floor	5% plus GST	
13.	At the time of 5 th Floor Roof Casting	5% plus GST	
14.	At the time of Brick Work of 5 th Floor	5% plus GST	
15.	At the time of Registration/handover	5% plus GST and Balance amount (if any)	

SCHEDULE- "D"

(Common Areas and Installations- Common to the Co-Owners of the Building)

- 1) Stair Case on All Floors
- 2) Stair Case Landing On All Floors
- 3) Common Passage and Lobby on the Ground Floor excepting other Allotted Space
- 4) Water Pump, Water Tank, LIFT, Water Pipe and other Common Plumbing Installations.
- 5) Electrical Wiring and Fittings and Fixtures for lighting the stair case, Lobby and Landings and Electrical Installations with main Switches and Meters and Space required therefore.
- 6) General Common Elements of all appurtenances and facilities and other items and other items which are not part of the said Apartment.
 - a) Exterior conducts utility lines Septic Tank/Tanks.
 - b) Public Connection, Meters, GAS, electricity , Telephone and Water Owned by Public Utility or other providing services and located outside the complex.
 - c) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
 - d) All elevations including shafts walls machine rooms.
 - e) All other facilities or elements or any improvement outside the building but upon the said building which is necessary for convenient to the existence management operation maintenance and safety of the building or normally in common use.
 - f) The foundation, fittings, columns, griders, beams, support exterior walls of the complex beyond the "SAID APARTMENT" side or interior load bearing walls within the complex or concrete floor slab except the roof slab and all concrete ceilings and all stair cases in the building.
 - g) Telephone and electrical systems contained within the said building.
 - h) Deep tube well for water supply.

Specification, Amenities, Facilities (Which are part of the project)

- i. Automatic passenger Lifts
- ii. Community Hall
- iii. Doctor chamber
- iv. 24* 7 Security
- v. Swimming Pool
- vi. Gymnasium
- vii. Open Air Green Space
- viii. CCTV Camera
- ix. Kids Play area
- x. Roof top gazebo
- xi. Jogging track
- xii. Fire Fighting Equipment
- xiii. Landscape garden
- xiv. Roof top garden
- xv. Badminton Court
- xvi. Four wheeler electric car charger
- xvii. Four wheeler electric car charger
- xviii. Smart tuition classes

Note: Amenities are strictly for the use by Apartment Purchaser and their family members only. In No Case the Friends, Relatives or any one of the Purchaser s shall take the benefits of the amenities as mentioned in the Schedule D.

(Common Expenses)

- 1) The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories, common area and facilities including pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipment's in under or upon the building enjoyed or used in common by the purchasers or other occupier thereof .
- 2) The cost of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- 3) Cost and charges of establishment reasonably required for the maintenance of the building and ward duty and other incidents costs.
- 4) The cost of decorating the exterior of the building. The cost of repairing and maintenance of water pump, electrical installations and lights and service charges supplies of common facilities.
- 5) Insurance premium, if any for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
- 6) Municipal taxes, multi storied building tax, if any and other similar taxes save those separately assessed on the respective flat.
- 7) Litigation expenses as may be necessary for protecting the right, title and possession of the land and building.
- 8) Such other expenses as are necessary or incidental expenses for the maintenance, Govt duties and up-keepment or the building as may be determined by the flat and /or unit Owners association.

“SCHEDULE-“E”
SPECIFICATIONS OF WORK

Elevation	Modern Aesthetic Elevation
Doors/Windows	Main Door – Wooden panel door polished with brass decorative handles Internal Doors-Solid Cure flushed panel doors Internal door fittings-Handles etc Windows-Anodized Aluminum/powder coated windows with glass panes
Flooring	Master Bedroom- Vitrified Tiles Other Bedrooms - Vitrified Tiles Living/Dining/Balcony- Vitrified Tiles
Wall Finish	Interior- Conventional brick work with Cement Putty
Kitchen	Granite Platform, Anti Skid vitrified tiles, Stainless steel sink, Dado tiles upto 2 ft above the counter/platform, Electrical point for refrigerator , exhaust fan, microwave , etc Provision for installation electric chimney
Toilet	Sanitary ware with wall hanging modern design WC Anti Skid vitrified tiles in flooring wash basin Glazed tiles on the walls upto door height Upgraded CP fittings Electric point for Geyser and exhaust fan Plumbing provision for hot and cold water line
Elevator	Modern automatic lifts Lifts fitted with modern rescue cum security features
Electrical / wiring	Necessary electrical points all across the flat as per electrical drawing PVC conduit pipe concealed copper wiring with Central MCB/RCB of reputed brand Door bell point at the main entrance door Modular switches
Ground Lobby	Flooring mix of marbles/granite/tiles
Staircase and floor lobby	Good quality Kota/marble/granite in stair case Marbles/vitrified tiles in each floor lobby with inlay work SS Grill railing across the staircase

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchaser: (including joint buyers)

Signature _____ Name _____

Address _____

Signature _____ Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendor

(1) Signature _____ Name _____

Address _____

Vendor/Developer

(1) Signature _____ Name _____

Address _____

At _____ on _____ in the presence

of:

WITNESSES:

1. Signature _____ Name _____ Address _____

2.

Signature _____ Name _____ Address _____