

## **AGREEMENT FOR SALE**

**THIS AGREEMENT** made this .....day of ..... Two Thousand  
Nineteen (2019)

### **BETWEEN**

**MISS. ANURADHA BISWAKARMA** (PAN-CGBPB6536K) D/o Late Mohan Biswakarma, Christian by religion, Indian by nationality, Service by occupation, resident of Upper Gumba Hatta, Below C.E. Hostel, Tripai Road, P.O., P.S. & Dist. Kalimpong, PIN-734301 in the State of West Bengal hereinafter referred to as **“Purchaser/ First Party”**, (which expression shall mean and include unless excluded by or repugnant to the context her heirs, successors, legal representatives, executors, administrators and assigns) of the **FIRST PART.**

## **AND**

**SHITAL REAL ESTATE DEVELOPERS PVT. LTD.**(PAN-AAUCS0976J), a Pvt. Ltd. Co., incorporated under the companies Act, 1956, having CIN No.U70102WB2014PTC199323 for the year 2013-14, having its registered office at C/o Hemant Mittal, 1<sup>st</sup> Floor, A, Jonaki Arunalo Appartment, M.N. Saha Sarani, Siliguri, P.O. & P.S. Pradhannagar in the district of Darjeeling, represented by one of its director **Sri Hemant Mittal** S/o Sri Rudra Kumar Mittal, residing at M.V. Road, Park Location, Ward No.13, P.O. & P.S. Kurseong in the district of Darjeeling, PIN-734203, hereinafter referred to as **“The Vendor/ Second Party”**, (which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the **OTHER PART.**

The Owners and Promoter shall hereinafter collectively be referred to as the “parties” and individually as a “party”

**A. DEFINITIONS:** For the purpose of this Agreement for Sale, unless the context otherwise requires-

**ACT** - shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).

**ADVOCATES**—shall mean a person, Solicitors & Advocates, appointed by the Promoter herein, inter alia, for preparation of this agreement and Conveyance for transfer of the apartment in the Project.

**APARTMENT** - shall mean a chamber, dwelling unit, apartment, office space, shop, suite, or any enclosed space, located on any floor or any part thereof, in the new building, used or intended to be used for any residential or commercial use, such as residence, office, shop, or for carrying on any business occupation profession or trade or for any other type of use ancillary to the purpose specified.

**APPLICATION MONEY** – shall mean the amount as described in clause no.1.13

**BLOCK/TOWER:** shall mean the New Building, block or tower where the Apartment is situated and also comprising of residential areas, open or covered parking spaces and other constructions whatsoever to be constructed, erected and completed in accordance with the Plan.

**BUILT-UP AREA** :shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the apartment and the common facilities like lift lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.

**BOOKING AMOUNT-** shall mean 10% of the Consideration of the Apartment which includes the Application Money;

**CARPET AREA** : shall according to its context mean the usable floor area of the apartment described in the **Part-I** of the **Second Schedule** hereunder excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment.

**CANCELLATION CHARGES-** shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the First party accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque.

**COMMON AREAS** – shall mean and include as mentioned in the **Part-I** of the **Third Schedule** hereunder written.

**COMMON FACILITIES AND AMENITIES:** shall mean and include the facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder.

**COMMON EXPENSES-** shall mean and include as mentioned in the **Fourth Schedule** hereunder written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the First party and to be contributed, borne, paid and shared by all the First party of the Project.

**COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the First party, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the First party and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

**COMPLETION CERTIFICATE** - shall mean the completion certificate or such other certificate by whatever name called, issued by the competent authority certifying that the project has been developed according to the sanctioned plan(s), layout plan and specifications, as approved by the competent authority/authorities under the local laws, as applicable.

**NEW BUILDINGS/TOWERS** - shall mean One (1) no. new tower residential Building comprising of residential areas, covered parking spaces and other constructions whatsoever to be constructed, erected and completed in accordance with the Plan.

**PLAN/S** – shall mean the plan for construction of the Project consisting of several residential apartments sanctioned/approved by the Office of the Patharghata Grampanchayat, being Registration No.119/MPS, Vide Order No.140/Champ/MPS/PL, Dated 08/03/2019 and wherever the context so permits or intends shall include any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.

**PROJECT** – shall mean the development of the said land by construction of building/tower consisting of residential apartments with open areas and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities and all development works to be constructed, erected and completed by the Promoter on the said land or on the part thereof and to be known as **Maruti Square** in terms of this Agreement and the Plan(s) together with all easement rights and appurtenances belonging thereto.

**RULES**-shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.

**REGULATIONS**-shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.

**SAID LAND** – shall mean All That the piece and parcel of land containing an area 0.1715(zero point one seven one five) acre, recorded in Khatian No. old 97(nine seven) LR.333(three three three), comprised in part of Plot No.RS.26(two six) LR.28(two eight) situated at Mouza-Udaysingh, JL No.51, Pargana- Patharghata, P.S.Matigara now Pradhannagar, ADSR. Bagdogra, S.D. Siliguri in the district of Darjeeling more fully and particularly

mentioned and described in the **Part-II** of the **First Schedule** hereunder written.

**SAID SHARE** – shall mean proportionate undivided indivisible impartible variable share in the land comprised underneath the new building in the said land attributable to the said Apartment agreed to be purchased hereunder by the First party.

**SAID APARTMENT** – shall mean ALL THAT the Apartment No.F1 containing a carpet area of 840 sq. ft. (equivalent to a built up area of 168 sq. ft.)=total 1008 sq.ft. with Tiles Finished along with Lift Facility be the same a little more or less on the Ground Floor of (G+3) i.e. four storied residential building including the common proportionate area and together with proportionate undivided share in the schedule A land including the right of common usages fully described in schedule- of the Project known as Maruti Square presently under construction more fully and particularly described in the **Part-I** of the **Second Schedule**.

**SECTION**-shall mean a section of the Act.

**SPECIFICATION** – shall mean the specification for the said Apartment as mentioned in the **Part II** of the **Second Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

## **B. INTERPREATION:**

- 1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- 1.2.2 Words in singular shall include the plural and vice versa.
- 1.2.3 Reference to a gender includes a reference to all other genders.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;

- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- 1.2.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

**W H E R E A S:**

A. By a Deed of Conveyance duly registered in Book No.I, Volume No. 0403-217, Pages 49589 – 49606, Being No.2491 for the year 2017 with the office of Sub Registry Office Siliguri-II at Bagdogra, Dist.Darjeeling, **First Schedule** here under written, the Owners have become absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of land containing an area 0.1715(zero point one seven one five) acre, recorded in Khatian No. old 97(nine seven) LR.333(three three three), comprised in part of Plot No.RS.26(two six) LR.28(two eight) situated at Mouza-Udaysingh, JL No.51, Pargana-Patharghata, P.S.Matigara now Pradhannagar, ADSR. Bagdogra, S.D. Siliguri in the district of Darjeeling, more or less more fully and particularly described in the **Part- II** of the **First Schedule** hereunder written (hereinafter referred to as the **said land**).

B. The present sanction is for construction of One (1) no. new tower Residential Building comprised of several independent 3BHK, 4BHK and 5BHK residential apartments.

C. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other statutes as applicable.

D. In pursuance of the said plans the Promoter has at its own costs and expenses commenced construction of the said project on the said total piece and parcel of land containing an area of 0.1715(zero point one seven one five) acre be the same or a little more or less or on the part thereof more fully and particularly described in the **Part-II** of the **First Schedule** hereunder written (hereinafter referred to as the **said land**) pursuant to the said plans and duly intimated the sanctioning authority about the commencement of construction of the said project by its Letter dated **08/03/2019**.

E. The Owners and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land, have been completed.

F. Subsequent to the commencement of the Act, the Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at the Office of the Patharghata Grampanchayat, being Registration No.119/MPS, Vide Order No.140/Champ/MPS/PL, Dated 08/03/2019.

G.The First party(s) has/have applied for allotment of an apartment in the Project vide Application No. \_\_\_\_\_dated \_\_\_\_\_ and has been allotted the Apartment No.F1 containing a carpet area of 840 sq. ft. (equivalent to a built up area of 168 sq. ft.)=total 1008 sq.ft. with Tiles Finished along with Lift Facility be the same a little more or less on the Ground Floor of (G+3) i.e. four storied residential building including the common proportionate area and together with proportionate undivided share in t he schedule A land including the right of common usages fully described in schedule- of the Project known as Maruti Square written here under to be developed in accordance to the Specifications as mentioned in the **Part-II** of the **Second Schedule** hereto and right to enjoy common amenities and facilities of the Project more fully mentioned in the **Part -II** of the **Third Schedule** hereto along with the right to enjoy the same in common to the other first party (hereinafter collectively referred to as the **“said Apartment”**).

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

I. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.

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

K.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.

L. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the First party(s) hereby agrees to purchase the apartment and the open garage as specified in Para G

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Owners and the Promoter agrees to sell to the First party(s) and the First party(s) hereby agree(s) to purchase, the Apartment as specified in recital **H** herein above.

1.2.1 The Total Consideration of the Apartment is Rs.26,00,000/- (Rupees twenty six lacs only) ("Total Consideration of the Apartment").

<b>Apartment No.</b>	Rate of Apartment per square foot of
	F1, Block A
<b>Type</b>	Residential (G+3)
<b>Floor</b>	Ground
<b>Cost of apartment</b>	Rs 26,00,000/-
<b>Cost of exclusive balcony or verandah areas</b>	
<b>Costs of pro rata share of common areas</b>	
<b>Exclusive Open Terrace (if any)</b>	NA
<b>Covered/Open/ground/independent/dependent floor) Parking</b>	
<b>Consideration for the Apartment which is inclusive of Booking Amount</b>	<b>Rs.26,00,000/-</b>

1.2.2 The Total GST in respect of Apartment is Rs. 26,00,000/- (**Rupees Twenty Six Lakhs**) only ("Total GST").



1.2.3 The Total Extras and deposits in respect of Apartment is Rs. Nil/- (Rupees NIL) only (“Total Extras and Deposits”).

EXTRA CHARGES AND DEPOSITS	
CESC Transformer Charges	On actuals
CESC security deposit for individual meter	On actuals
Generator Charges	Rs. 25000/- per KVA
One time corpus deposit (to be calculated on the total carpet area of the Apartment and the pro rata share in the common areas.)	Rs.200/-per sq.ft.
Adhoc Municipal tax for 12 months ( to be calculated on the total carpet area of the Apartment and the pro rata share in the common areas.)	Rs.8/-per sq.ft.
Legal Charges	Rs. 25,000/-
Maintenance Charges for 60 months ( to be calculated on the total carpet area of the Apartment and the pro rata share in the common areas.)	Rs.5/-per sq.ft.

1.2.4 The Total Consideration of the said Apartment and Total GST as mentioned in Clause 1.2.1 and 1.2.2 hereinabove are hereinafter collectively referred to as the “**said Total Price of the Apartment**”.

**Explanation:**

- (i) The Total Price of the Apartment above includes the Booking Amount paid by the First party(s) to the Promoter towards the said Apartment.
- (ii) The Total Price of the Apartment above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever

name called) up to the date of handing over the possession of the Apartment to the First party(s) and the Project to the Association of first party after obtaining the completion certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the First party(s).

- (iii) The Promoter shall periodically intimate in writing to the First party(s), the amount payable as stated in (i) above and the First party(s) shall make payment as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the First party(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.
  - (iv) The Total Price of Apartment finished as per the specifications more fully mentioned in the **Part- II** of the **Second Schedule** here under written includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance deposits and other charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.3 The Total Price of the Apartment is escalation-free, save and except increases which the First party(s) hereby agree(s) to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the First party(s) for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the First party, which shall only be applicable on subsequent payments. Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion

of the Project (as extended) the same shall not be charged from the First party.

(i) If prior to execution of the conveyance, the First party(s) nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/their place and stead, the allottee may do so with the permission of the Promoter subject to payment of Nomination fees of Rs.100/- per sq.ft. of the total carpet area of the Apartment and the pro rata share in the common areas to the Promoter.

(ii) The First party(s) agree(s) and understand(s) that all the standard fitting, interiors , furniture, kitchenette and fixtures and dimension provided in the show/model residential apartment exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Apartment and the First party(s) shall not be entitled to raise any claim for such variation.

1.4 The First party(s) shall make the payment as per the payment plan set out in **Fifth Schedule** hereto (**Payment Plan**).

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the First party(s) by discounting such early payments for the period by which the respective installment has been preponed. The rate of discount shall be decided by the Promoter at its sole discretion and that shall be binding upon the First party. The Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an First party by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations inthe sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in the **Part-I & II** of the **Third Schedule** written hereunder(which shall be in conformity with the advertisement, prospectus etc. on the basis of whichsale is effected) in respect of the Apartment without the previous written consent of the First party(s)as per the provisions of the Act. Provided That the Promoter may make such minor additions or alterations as may be required by the First party(s), or such minor changes or alterations in accordance with the provisions of the Act. The Promoter shall take prior approval of the First party(s) for extra charges as may be applicable for such additions and/or alterations.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the First party(s) after the construction of the Building is complete and the occupancy/completion certificate or such other certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the First party(s) within forty-five (45) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the First party(s). If there is any increase in the carpet area, which is not more than three (3%) percent of the carpet area of the apartment, allotted to First party, the Promoter may demand that from the First party(s) as per the next milestone of the Payment Plan as provided in the **Fifth Schedule**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 The rights of the First party(s) is limited to ownership of the said Apartment and the First party hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.9 The First party(s) shall have common user rights in the Common Areas, Amenities & Facilities of the Project to the extent required for beneficial use and enjoyment of the said Apartment, the First party(s) hereby accept(s) the same.
- 1.10 Subject to para 9.3, the Promoter agrees and acknowledges that the First party(s) shall have the right to the Apartment as mentioned below:
- (i) The First party(s) shall have exclusive ownership of the Apartment;
  - (ii) The First party(s) shall also have undivided prorata share in the Common Areas, Common Amenities & Facilities of the said Project as per applicable laws. Since the share/interest of the First party(s) in the Common Areas of the said Project is undivided and cannot be divided or separated, the First party shall use all Common Areas, Amenities & Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas, Common Amenities & Facilities to the Association of First party provided the same being formed and registered after duly obtaining the completion certificate from the competent authority for the Project. It is further agreed that the right of the First party(s) to use the common areas, amenities and facilities shall always be subject to timely and regular payment of maintenance charges and other charges payable by the First party and as applicable from time to time.

- (iii) The First party(s) has/have the right to visit the project site to assess the extent of development of the Project and his/her Apartment as the case may be, at his/her own risk, and with prior intimation to and permission from the Promoter. The Promoter including Project staffs and the Owners shall not be liable for any untoward incident or accident.
- (viii) The Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Tower/Block and the common areas, facilities and amenities.
- 1.11 It is made clear by the Promoter and the First party(s) agree(s) that the Apartment along with the .....covered/open/ (Basement/Ground Floor) parking space and the utility room if any, 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 except for the purpose of integration of infrastructure for the benefit of the First party(s). It is clarified that Common Areas, Common Amenities & Facilities shall be available only for use and enjoyment of the First party of the said Project.
- 1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the First party(s), which it has collected from the First party(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including its mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the First party(s) or any liability, its mortgage loan and interest thereon before transferring the apartment to the First party(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.13 Out of the Booking Amount, the First party(s) has/have paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as application money ("**Application Money**") at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledges. On or before the **Effective Date** (the date of execution of this agreement) the First party(s) has/have paid the balance Booking Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). The Booking Amount forms part of the Total Consideration and the First party(s) hereby agree(s)

to pay the remaining price of the said Apartment as prescribed in the Payment Plan (**Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the First party(s) delay(s) in payment towards any amount which is payable, he shall be liable to pay interest @ the then prime lending rate of the State Bank of India plus two percent (2%) thereon per annum.

## 2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the First party(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in the **Fifth Schedule** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **SHITAL REAL ESTATE DEVELOPERS PVT. LTD** payable at Siliguri. Time shall be the essence of the contract in this regard.

- 2.1 If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the First party(s) on the consideration payable to the Promoter and the same shall be deposited by the First party to the concerned authority within the time period stipulated under law and the First party(s) shall provide proper evidence thereof to the Promoter within 15 (Fifteen) days of such deduction. If such deposit of TDS is not made by the First party(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the First party(s) under this agreement and the amount thereof shall be treated as outstanding.

## 3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The First party(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 amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided 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 First party(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 of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the First party and the common areas to the Association of First party subject to the same being formed and registered.

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:**

The First party(s) has/have seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities mentioned in the schedules written here under which has been approved by the competent authority, as represented by the Promoter. The Promoter 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 Promoter undertakes to strictly abide by such plans

approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than as agreed upon or in the manner provided under applicable laws, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. **POSSESSION OF THE APARTMENT:**

7.1 **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the First party(s), is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with right to use common areas with all specifications, amenities and facilities of the said Project in place, in the month of June 2021 with a grace period of Twelve (12) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or any unforeseen occurrences, acts, court order or any other events, omissions or accidents which are beyond the reasonable control of the Owners and the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement ("**Force Majeure**"). If however, the completion of the said Project is delayed due to the Force Majeure conditions then the First party(s) agree(s) that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The First party(s) agree(s) and confirms that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the First party(s) the entire amount received by the Promoter from the allotment within 45 (forty five) days from that date. The Promoter shall intimate the First party(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the First party(s), the First party(s) agree(s) that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the First party(s) shall



be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority and on receipt of the Total Price of the Apartment shall offer in writing the possession of the Apartment (**Possession Notice**), to the First party in terms of this Agreement to be taken within two (2) months from the date of issue of occupancy certificate/completion certificate. Provided That, subject to the First party(s) complying with his obligations hereunder, the Deed of Conveyance in favour of the First party(s) shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate/completion certificate subject to the First party(s) making payment of the entire consideration, extras and deposits on account of stamp duty, registration fee etc..

Provided Further That the Promoter shall not be liable to deliver possession of the Apartment to the First party(s) nor to execute or cause to be executed any Conveyance Deed or other instruments until such time the First party(s) make(s) payment of all amounts agreed and required to be paid hereunder by the First party(s) and the First party(s) has/have fully performed all the terms conditions and covenants of this Agreement and on the part of the First party(s) to be observed and performed until then. The Promoter agrees and undertakes to indemnify the First party(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter, not due to any act or omission on the part of the First party(s). The First party(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of first party, as the case may be, after the issuance of the completion certificate for the said Project. The Promoter shall hand over copy of the occupancy certificate/completion certificate to the Association after the formation of the Association.

- 7.3 **Failure of First party to take possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the First party(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the First party(s). In case the First party fails to take possession within the time provided in para 7.2 such First party(s) shall be liable to pay maintenance charges, property taxes and other outgoings for the period of delay to taking possession from such date as notified in the Possession Notice from such date as notified in the Possession Notice. (**Deemed Possession**).

It is understood by the First party(s) that even if the First party(s) fail(s) to take possession of the Apartment within the date such possession is offered by the Promoter, the First party(s) shall be deemed to have taken possession on the [15<sup>th</sup>] day from the date of such notice which date, for all purposes and irrespective of the actual date when the First party(s) take(s) physical possession of the Apartment, will be deemed to be the possession date (“**Possession Date**”).

On and from the Possession Date and Deemed Possession:

- (i) The Apartment shall be at the sole risk and cost of the First party(s) and the Promoter shall have no liability or concern thereof;
  - (ii) The First party(s) shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date;
  - (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the First party(s) proportionate to his/her/their interest therein and those relating only to the Apartment shall be borne solely and conclusively by the First party(s), with effect from the Possession Date.
  - (iv) All other expenses necessary and incidental to the management and maintenance of the Project.
- 7.3.1 Further, in case the First party(s) fail(s) or neglect(s) to take possession of the said Apartment as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the First party(s), the First party(s) shall in addition to any other applicable charges, be liable to pay holding charges @ Rs...10/- per month, plus GST (if applicable), from the Deemed Possession Date to the Possession Date.

- 7.4 **Possession by the First party** – After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment to the first party, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of first party on its formation and registration or the competent authority, as the case may be, as per the local laws Provided That, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of first party or the competent authority, as the

case may be, within 30 (thirty) days after obtaining the completion certificate subject to formation and registration of the association.

- 7.5 **Cancellation by First party**— The First party(s) shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act. Provided that subject to clause 7.5 (i) below, where the First party(s) propose(s) to cancel/withdraw from the Project without any fault of the Promoter, the First party(s) shall serve a 90 (ninety) days' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and, the Promoter herein is entitled to forfeit 10% of the Total Price of the said Apartment as mentioned in clause 1.2 hereinabove plus applicable taxes.

The First party(s) acknowledge(s) that in the event of First party(s) terminating this Agreement for Sale for no default on the part of the Promoter, the Promoter is bound to suffer huge loss in as much as the said Apartment having remained blocked for the First party(s) and as such, in the event the First party(s) terminating or cancelling this Agreement for Sale, the First party(s) waives the right to claim refund of balance amount until such time the Promoter has entered into another agreement with any other person or before the expiry of 12 months from the date of such termination, whichever event shall happen earlier. The Promoter shall refund the balance amount by cheque/ demand draft. The First party(s) shall be at liberty to claim applicable taxes from the concerned authorities.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the First party shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.6 **Compensation** — The Owners/Promoter shall compensate the First party(s) in case of any loss caused to him due to defective title of the land on which the Project thereof is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration

under the Act or for any other reason, the Promoter shall be liable, on demand to the First party(s), in case the First party(s) wishe(s) to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate of applicable Rules in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due.

Provided That where the First party(s)do/does not intend to withdraw from the Project, the Promoter shall pay the First party(s) interest at the rate of the applicable Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the First party(s) within 45 (forty-five) days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE OWNERS AND THE PROMOTER:**

The Promoter and/or Owners hereby represent and warrant to the First party as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; The Promoter has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the said land or the project save and except the mortgage created in favour of SBI, Hill Cart Road Branch for a availing project finance.
- (iv) There are no litigations pending before any court of law or authority with respect to the said Land/Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, buildings and apartment and the Common Areas till the date of handing over of the project to the association of the first party;

- (vi) The Owners/Promoter has/have 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 First party created herein, may be prejudicially affected;
- (vii) The Owners/Promoter has/have not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Apartment which will, in any manner, affect the rights of the First party under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the First party in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the First party and the Common Areas, Amenities & Facilities of the said Project to the association of First party or the competent authority, as the case may be, after the completion of the entire project and upon such association being formed and registered .
- (x) The said land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate of the Project has been issued and irrespective of possession of apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the First party and the association of first party or not.
- (xii) No notice from the Government or any other local, body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project Land.

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

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment to the First party(s) within the time period specified in para 7.1 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 Apartment 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 Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above, the First party(s) is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the First party(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the First party(s) be required to make the next payment without any interest: or
- (ii) The First party(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the First party(s) to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of the then prime lending rate of the State Bank of India plus two(2%) percent thereon per annum within 45 (forty-five) days of receiving the termination notice subject to the First party(s) shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter..

Provided That where an First party(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate of the then prime lending rate of the State Bank of India plus two(2%) percent thereon per annum, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the First party(s) within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the First party(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

9.3 The First party(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the First party(s) fails to make any payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the First party(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate of the then prime landing rate of the State Bank of India plus two (2%) percent thereon per annum from the date of default till actual payment is made;
- (ii) In case of default by First party(s) under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the First party(s) and the refund the money paid to him by the First party(s) and the interest liabilities and this Agreement shall thereupon stand terminated: Promoter shall, within 12 (twelve) months from such termination or until such time the promoter has entered in another agreement with any other person, which ever event shall happen later, refund by way of cheque/demand draft all amounts after forfeiting 10% of the total price being the Booking Amount paid for the allotment plus applicable taxes without interest, being the liquidated damages payable to the Promoter. The First party(s) shall be entitled to claim applicable taxes from the concerned authorities. Provided That the Promoter shall intimate the First party(s) about such termination at least 30 (thirty) days prior to such termination.

#### 10. **CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 of this Agreement from the First party(s) shall execute a conveyance deed and convey the title of the Apartment together with the pro rata share in the Common Areas, Amenities & Facilities of the Project within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the First party(s).

However, in case the First party(s) fails to deposit the stamp duty and/or registration charges and/or other costs within the period mentioned in the notice, the First party(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty, registration charges and other costs to the Promoter is made by the First party(s). All liabilities owing to such non-registration shall be to the account of the First party(s) and the First party(s) shall indemnify and keep the Promoter saved harmless and indemnified of from and against all loss damage costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

**11. MAINTENANCE OF THE SAID TOWER/APARTMENT/PROJECT:**

i) The Promoter shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the association of First party(s) subject to its formation and registration upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment on the basis that the Association shall be formed within a period of 30 days from the date of Completion Certificate.

ii) In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the First party(s) shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

iii) During the interim maintenance period between obtaining of the completion certificate of such Project and formation, registration and operationalization of the Association the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.

iv) The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis ,if any.



v) The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

vi) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the First party(s) are bound to follow the same.

vii) After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

viii) The Common Areas of the said Project shall be handed over to the Association upon formation of such association (the "Association").

ix) The First party(s) will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.

x) The Promoter shall at an appropriate time within a maximum period of 30 days from the date of completion certificate of the said Project notify the detailed scheme of formation of the Association to the First party(s) (as also to all other First party(s) of other apartments of Project) in accordance with applicable laws so as to enable them to constitute/form such Association.

xi) As and when any plant and machinery, including but not limited to, DG sets, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the project on pro-rata basis as specified by the Association. The Promoter and upon formation the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the First party(s) agrees to abide by the same.

xii) The First party(s) has/have also agreed to perform and observe terms and conditions covenants stipulations and obligations for the use and occupation of the said apartment which will appear in detail in the

Agreement for Facility and Maintenance charges to be executed at or prior to the commencement of liability.

**13. DEFECT LIABILITY:**

13.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the First party(s) from the date of handing over possession, save those as mentioned in clause 13.2 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved First party(s) shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

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

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the First party(s) taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the First party(s), the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the First party(s) after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the First party(s) or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

13.3 The liability of the Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the First party(s) and/or of/by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Promoter of his/her/their/its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

13.4 Where the manufacturer warranty as shown by the Promoter to the First party(s)(s) ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment wing and if the annual maintenance contracts are not done/renewed by the First party(s)(s), the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities and facilities wherever applicable. The First party(s)(s) has/have been made aware and the First

party(s)(s) expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20\* C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of First party(s)(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

13.5 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the First party(s), without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 13 hereinabove.

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of First party(s)s shall have the right of unrestricted access of all Common Areas, garages/covered parking and open parking spaces for providing necessary maintenance services and the First party(s) agrees to permit the association of First party(s)s and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

**Use of basement and service areas:**

The basement(s) 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 electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire lighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The First party(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 use by the association of First party(s)s formed by the First party(s)s for rendering maintenance services.

**16. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 Subject to para 13 above, the First party(s) shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2 The First party(s) further undertakes, assures and guarantees that he/she would not put-any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The First party(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the First party(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The First party(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 16.3 The First party(s) shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of First party(s)s and/or maintenance agency appointed by association of First party(s)s. The First party(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The First party(s)(s) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Tower or any window antenna, excepting that the First party(s)(s) shall be entitled to avail the cable connection facilities of the designated one/two service providers selected by the Promoter for providing the services of cable, broadband, telephone etc. to all the Apartments.

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

The parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment but shall be entitled to obtain project loan from banks or financial institutions on such security and on such terms and conditions as such lending authorities may prescribe and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the First party(s) who has taken or agreed to take such Apartment.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions and other lenders, the Promoter may already have created mortgage and/or charge on the said Land and shall be at liberty to create further mortgages and/or charges in respect of the said Land or any part thereof and the First party(s) hereby consent(s) to the same **Provided However that** at the time of execution of the Deed of Conveyance / transfer in terms hereof, the Promoter assures to have the said Apartment released from any such mortgage and/or charge, if any, with intent that the First party(s), subject to his/her/their making payment of all the amounts payable hereunder or otherwise and complying with his/her/their other obligations herein, will be acquiring title to the said Apartment free of all such mortgages and charges created by the Promoter.

19. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the First party(s) that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in the State of West Bengal.

20. **BINDING EFFECT:**

Forwarding this Agreement to the First party(s) by the Promoter does not create a binding obligation on the part of the Promoter or the First party(s) until, firstly, the First party(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the First party(s) and secondly, appears for registration of the same before the concerned authorities as and when intimated by the Promoter. If the First party(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the First party(s) and/or appear before the concerned authorities for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice

to the First party(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the First party(s), the application of the First party(s) shall be treated as cancelled and all sums deposited by the First party(s) in connection therewith including the earnest money plus applicable taxes shall be returned to the First party(s) without any interest or compensation whatsoever.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the First party(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND:**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON FIRST PARTY(S)/SUBSEQUENT FIRST PARTY(S):**

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent First party(s) of the Apartment, in case of a transfer, as the said obligations will go along with the Apartment for all intents and purposes.

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

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the First party(s) in not making payments as per the Payment Plan [**Fifth Schedule**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the First party(s) that exercise of discretion by the Promoter in the case of one First party(s)

shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other First party(s).

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

25. **SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the First party(s) has to make any payment, in common with other First party(s) in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the said Project.

27. **FURTHER ASSURANCES:**

All 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.

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the First party(s), in Kolkata after the Agreement is duly executed by the First party(s) and the Promoter or simultaneously with the execution of the said Agreement shall be



registered at the office of the SubRegistrar at \_\_\_\_,. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES:**

All notices to be served on the First party(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the First party(s) or the Promoter by registered post at their respective addresses specified below:

\_\_\_\_\_ Name of First party(s)

\_\_\_\_\_ (First party(s) Address)

**SHITAL REAL ESTATE DEVELOPERS PVT. LTD.**

C/o Hemant Mittal, 1<sup>st</sup> Floor, A, Jonaki Arunalo Appartment, M.N. Saha Sarani, Siliguri, P.O. & P.S. Pradhannagar in the district of Darjeeling.

It shall be the duty of the First party(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the First party(s), as the case may be.

30. **JOINT FIRST PARTY:**

That in case there are joint First party(s)s all communications shall be sent by the Promoter to the First party(s) 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 First party(s)s.

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the First party(s), in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such apartment, shall not be construed to limit the rights and interests of the First party(s) under the Agreement for Sale or under the Act or the rules and regulations made thereunder.

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration & Conciliation Act, 1996. Courts of Siliguri alone shall have jurisdiction to entertain or decide any dispute between the parties.

(Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder)

34. **OTHER TERMS AND CONDITIONS**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Owners, Promoter and First party(s) to be respectively paid observed and performed, as the case may be. (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in Clause 35, hereinafter contained shall prevail).

35.1 **ELECTRICITY SUPPLY:** In case CESC Ltd decides not to provide individual meters to the Tower and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-meters to the First party(s) upon payment by them of the proportionate security deposit payable to CESC Ltd. / any other electricity supply agency for such connection. The exact amount payable by the First party(s) will be intimated to the First party(s) before possession. The amount of security deposit would be subject to revision as may be so decided by CESC Ltd. / any other electricity supply agency from time to time and all First party(s) shall, at all times, be liable to proportionately pay such revision/replenishment to CESC Ltd. / any other electricity supply

agency, as per the norms of CESC Ltd. / any other electricity supply agency. In such a case the First party(s) may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

- 35.2 **ADDITIONAL WORK AND FACILITY:** In the event of providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the occupants of the said Complex, the benefit whereof would be for the First party(s), or the said Apartment, the First party(s) shall be liable to make payment of the proportionate share in respect thereof to the Promoter and the same shall form part of the common facilities. However, whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Promoter and the First party(s) hereby consent(s) to the same.
- 35.3 **ADDITIONAL TAXES, LEVIES AND OUTGOINGS:** If at any time, the Promoter is liable to pay any amount on account of statutory taxes, outgoings and/or impositions including Goods and Service Tax, the First party(s) shall be liable and agrees to make payment of the amount on account of such statutory taxes and outgoings and to keep the Promoter, harmless and indemnified against all such tax and outgoings and all costs, charges and expenses in respect thereof.
- 35.4 **DEFAULT IN PAYMENTS OF USAGE CHARGES OF COMMON FACILITIES DURING THE MAINTENANCE PERIOD:** Failure to pay Maintenance Charges, Electricity Charges, DG usage charges, if any, within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the First party(s) and will make the First party(s) liable to pay interest at the rate prescribed in the Rules on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.
- 35.5 **PAYMENT OF TOTAL PRICE AND EXTRAS PRIOR TO POSSESSION:** The First party(s) agrees and covenants not to claim any right or possession over and in respect of the Said Apartment till such time the First party(s) has paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the First party(s) in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Apartment.

## **36. COVENANTS:**

### **36.1 FIRST PARTY(S)'S COVENANTS:**

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

#### **36.1.1 FIRST PARTY(S) AWARE OF AND SATISFIED WITH COMMON AMENITIES AND FACILITIES AND SPECIFICATIONS:**

The First party(s), upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The First party(s) has examined and is acquainted with the Project and has agreed that the First party(s) shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

#### **36.1.2 FIRST PARTY(S) TO MUTATE AND PAY RATES & TAXES:**

The First party(s) shall (1) pay all fees and charges and cause mutation in the name of the First party(s) in the records of the concerned authority, within 30 (thirty) days from the date of executing conveyance deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said Apartment is separately mutated and assessed in favour of the First party(s)), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the First party(s) in respect thereof. The First party(s) further admits and accepts that the First party(s) shall not claim any deduction or abatement in the aforesaid bills.

#### **36.1.3 FIRST PARTY(S) TO PAY MAINTENANCE CHARGE:**

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

36.1.4 The First party(s) shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or

completion of construction of or in the building or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the First party(s) of the said Apartment) nor do anything whereby the construction or development of the building or the said premises or the sale or transfer of the other Apartments in the building is in any way interrupted or hindered or impeded with and if due to any act or deed of the First party(s), the Promoter is restrained from construction of the Building and/or transferring and disposing of the other apartments therein then and in that event without prejudice to such other rights the Promoter may have, the First party(s) shall be liable to compensate and also indemnify the Promoter for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Promoter .

36.1.5 The First party(s) shall not nor be entitled to ask, demand or seek delivery of possession of the said Apartment so long the First party(s) has not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his obligations and covenants herein contained.

**36.1.6 DISHONOUR OF PAYMENT INSTRUMENTS**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the First party(s) for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the First party(s) of the dishonour of the cheque and the First party(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the First party(s) comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

**36.1.7 NO RIGHTS OF OR OBSTRUCTION BY FIRST PARTY(S):**

All open areas in the Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

**37 PROMOTER'S COVENANTS:**

The Promoter covenants with the First party(s) and admits and accepts that:

**37.1 NO CREATION OF ENCUMBRANCE:**

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the First party(s) in respect of the said Apartment, subject to the First party(s) fulfilling all terms, conditions and obligations of this Agreement.

**37.2 DOCUMENTATION FOR LOAN:**

The Promoter shall provide to the First party(s) all available documents so that the First party(s) may get loan from banks and financial institutions, if required by the First party(s).

**38. OBLIGATIONS OF FIRST PARTY(S):**

**The First party(s) shall:**

**(a) Co-operate in management and maintenance:**

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

**(b) Observing Rules:**

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

**(c) Paying Electricity Charges:**

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

**(d) Meter and Cabling:**

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The First party(s) shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

- (e) **Residential Use:**  
Use the Apartment for residential purpose only. Under no circumstances shall the First party(s) use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The First party(s) shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **Maintenance of Apartment:**  
Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the First party(s).
- (g) **Use of Common Toilets:**  
Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **Use of Spittoons / Dustbins:**  
Use the spittoons / dustbins located at various places in the Project.
- (i) **No Alteration:**  
Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.
- (j) **No Structural Alteration and Prohibited Installations:**  
Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The First party(s) shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the First party(s) then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the First party(s). In the event any change is made by the First party(s) after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the First party(s). The First party shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the First party.

- (k) **No Air Conditioning Without Permission:**  
Not to install any window air-conditioning units anywhere in the said Apartment and to install Split or VRV make air-conditioners only in designated areas along with outdoor units as approved by Promoter.
- (l) **No Collapsible Gate:**  
Not to install any collapsible gate outside the main door / entrance of the said Apartment.
- (m) **No Grills :**  
Not to install any grill on the balcony or verandah.
- (n) **No Sub-Division:**  
Not to sub-divide the said Apartment and the Common Areas, under any circumstances.
- (o) **No Change of Name:**  
Not to change/alter/modify the name of the Building from that mentioned in this Agreement.
- (p) **No Nuisance and Disturbance:**  
Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not to make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (q) **No Storage:**  
Not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- (r) **No Obstruction to Promoter/Association:**  
Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common amenities and facilities and not to obstruct the Promoter in constructing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.
- (s) **No Obstruction of Common Areas:**  
Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.



- (t) **No Violating Rules:**  
Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.
- (u) **No Throwing Refuse:**  
Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (v) **No Injurious Activities:**  
Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
- (w) **No Storing Hazardous Articles:**  
Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building.
- (x) **No Signage:**  
Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the First party from displaying a standardized name plate outside the main door of the said Apartment.
- (y) **No Floor Damage:**  
Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
- (z) **No Installing Generator:**  
Not to install or keep or run any generator in the Said Apartment.
- (aa) **No Misuse of Water:**  
Not to misuse or permit to be misused the water supply to the said Apartment.
- (bb) **No Damage to Common Portions:**  
Not to damage the Common amenities and facilities in any manner and if such damage is caused by the First party or the family members, invitees, servants, agents or employees of the First party, the First party shall compensate for the same.

- (cc) **No Hanging Clothes:**  
Not to hang or cause to be hung clothes from the balconies of the Said Apartment.
- (dd) **No Smoking in Public Places:**  
Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.
- (ee) **No Plucking Flowers:**  
Not to pluck flowers or stems from the gardens.
- (ff) **No Littering:**  
Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.
- (gg) **No Trespassing:**  
Not to trespass or allow trespassers over lawns and green plants within the Common Areas.
- (hh) **No Overloading Lifts:**  
Not to overload the passenger lifts and move goods only through the staircase of the Building.
- (ii) **No Use of Lifts in Case of Fire:**  
Not to use the lifts in case of fire.
- (jj) **No Covering of Common Portions:**  
Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.
- (kk) **Pay Goods & Service Tax:**  
To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the First party to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the First party in terms of this Agreement.

38.1 The First party shall bear all costs, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.

38.2.1 **NOTIFICATION REGARDING LETTING/TRANSFER:**

If the First party lets out or transfers the said Apartment, the First party shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

**38.2.2 NO RIGHT IN OTHER AREAS:**

The First party shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Apartment and the share in the Common Areas of the Project.

**38.2.3 INDEMNITY:**

The First party shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the First party or the servants / agents / licensees / invitees / visitors of the First party and/or any breach or non-observance by the First party of the First party's covenants and/or any of the terms herein contained.

**39. NOMINATION BY FIRST PARTY WITH CONSENT:**

The First party admits and accepts that after the Lock in period (mentioned herein below) and before the execution and registration of conveyance deed of the said Apartment, the First party will be entitled to nominate, assign and/or transfer the First party's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

**(a) FIRST PARTY TO MAKE DUE PAYMENTS:**

The First party shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

**(b) LOCK-IN PERIOD:**

The First party cannot nominate in favour of any third party before the expiry of a period of 12 months from the date of this Agreement.”

**(c) PRIOR WRITTEN PERMISSION AND TRIPARTITE AGREEMENT:**

In respect of any nomination, the First party shall obtain prior permission of the Promoter and the First party and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the First party.

(d) **NOMINATION FEES:**

In case the Buyer shall require a Conveyance to be made and executed in favour of the nominee (subject to written prior approval by the Owner/Developer who will be entitled to refuse to such transfer/nominations without stating any reason thereof), then the Buyer shall be bound to pay to the Owner/Developer, the higher of the amount i.e. 10% of the selling price, at that point and applicable GST in each case of further nomination if made before the deed of Conveyance is executed and registered, then similar fee shall be required to be payable in case of each such nomination. However, under no circumstances, the Buyer shall transfer his's/her's/its's rights within a period of two years from the date of agreement. This Clause will not be applicable in internal family/company transfer i.e. nomination charges will not be payable in this circumstances.

**40. FUTURE CONTINGENCY AND COVENANT OF FIRST PARTY:**

The First party agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter keeping in mind any extant / proposed laws, rules and regulations. The First party agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

**41. SIGNAGE:**

The Promoter reserve unto itself the exclusive right to use and/or permitted to be used any space in the roof/common areas of the Project for the purpose of exhibiting any neon sign, signage or any other mode of advertisement.

**42. STAMP DUTY VALUE:**

For the purpose of stamp duty valuation, the set forth value is Rs.26,00,000/-, arrived at from the Total Price in the manner as under:

Total Price: Rs.26,00,000/-

Less Extras & Deposits: Rs. Nil/-

Less GST: Rs. 1,23,810/-

**Set-forth value/Consideration for the Apartment: Rs. 24,76,190/-**

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**PART-I**  
**(TITLE)**

By a Deed of Conveyance duly registered in Book No.I, Volume No. 0403-217, Pages 49589 – 49606, Being No.2491 for the year 2017 with the office of Sub Registry Office Siliguri-II at Bagdogra, Dist.Darjeeling more fully described in the Schedule hereunder written and is hereinafter referred to as the said premises, to the Owner herein.

**PART-II**  
**(SAID LAND )**

**ALL THAT** the piece and parcel of land containing an area 0.1715(zero point one seven one five) acre, recorded in Khatian No. old 97(nine seven) LR.333(three three three), comprised in part of Plot No.RS.26(two six) LR.28(two eight) situated at Mouza-Udaysingh, JL No.51, Pargana-Patharghata, P.S.Matigara now Pradhannagar, ADSR. Bagdogra, S.D. Siliguri in the district of Darjeeling, butted and bounded as follows :

ON THE NORTH BY		Land of Anand Kumar Prasad & Nibha Prasad.
ON THE SOUTH BY		Land of Anand Kumar Prasad & Nibha Prasad.
ON THE EAST BY		20 ft. Wide Non Metal Road
ON THE WEST BY		Mahbart School

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**PART I**  
**(SAID APARTMENT)**

**ALL THAT** the \_\_\_\_BHK residential the Apartment No. F1 containing a carpet area of 840 sq. ft. (equivalent to a built up area of 168 sq. ft.)=total 1008 sq.ft. with Tiles Finished along with Lift Facility be the same a little more or less on the Ground Floor of (G+3) i.e. four storied residential building including the common proportionate area and together with

proportionate undivided share in the schedule A land including the right of common usages fully described in schedule- of the Project known as Maruti Square presently under construction more fully and particularly described in the **Part-I** of the **Second Schedule**. more fully mentioned in the **Part -I** of the **Third Schedule** hereto and right to enjoy common areas, common amenities and facilities of the said Project more fully mentioned in the **Part -II** of the **Third Schedule** hereto along with the right to enjoy the same in common to the other first party of the said Building and the said Project..

## **PART II SPECIFICATIONS OF THE APARTMENT**

### **LIVING/DINING LOBBY/PASSAGE**

Floor : ~~Imported marble/vitrified tiles/Persian style carpet~~  
Walls : Acrylic emulsion paint on POP punning  
Ceiling : Acrylic emulsion paint with limited false ceiling

### **BEDROOMS**

Floor : Vitrified Tiles  
Walls : Acrylic emulsion paint on POP punning  
Ceiling : Acrylic emulsion paint with limited false ceiling

### **KITCHEN**

Floor : Anti skid tiles  
Walls : Tiles up to 2' above counter & Acrylic emulsion paint in balance area  
Ceiling : Acrylic emulsion paint  
Counter : With marble /granite/artificial marble top  
Fittings : CP fittings of Kohler/Jaguar or equivalent

### **ELECTRICAL FIXTURES**

Modular switches/fittings of Crabtree/MK/ Schneider or equivalent  
make with copper wiring and ceiling light fixtures in balconies

### **FIRE FIGHTING SYSTEM**

Fire fighting system with sprinklers, smoke detection system

### **TOILET**

Floor : Anti skid tiles/marble  
Walls : Combination of tiles and acrylic elusion paint  
Ceiling : Acrylic emulsion paint

Counter : With marble /granite/synthetic stone top  
Fixtures / : Glass shower- partition in toilets (7' height) & glass  
Accessories enclosure(7') for WC in master toilet  
Sanitary : Single level CP fittings of Kohler/Jaguar or equivalent  
ware and make Wash Basin, floor mounted or wall hung WC of  
CP Fittings Parryware/Hindware or equivalent make

### **BALCONY AND UTILITY BALCONY**

Floor : Ceramic Tiles  
Ceiling : Exterior Paint

### **EXTERNAL GLAZINGS**

Windows / : UPVC/powder coated aluminum glazing with reflective  
External glass or clear glass & aluminum/UPVC glazing with clear  
Glazings frosted glass in kitchen, toilets and servant room

### **DOORS**

Internal : 8' high polished hard wood frame with polished moulded  
Doors skin shutters  
Entrance : 8' high polished hard wood frame with polished designer  
Door door

### **PLUMBING**

CPVC & UPVC piping for water supply inside the toilet and kitchen

### **SECURITY SYSTEM**

Secured gated community, CCTV in driveway of parking basement,  
ground floor and basement entrance lobbies

### **SERVANT AND STORE ROOM**

Floor : Grey Mosaic cast-in-situ flooring/tiles/terrazzo  
Walls & : Oil bound distemper  
Ceiling  
Toilets : Ceramic Tile flooring, and cladding, convectional CV  
fittings

### **LIFTS LOBBY**

Lifts : Passenger and service elevators of Mitsubishi/OTIS or

equivalent  
Lifts Lobby : Combination of granite/marbles/tiles  
Floor  
Lifts Lobby : Combination of granite/acrylic emulsion paint on POP  
Walls punning/ textured paint

### **STAIRCASES**

Floor : Terrazzo /mosaic Tiles/marble/Kota stone  
Walls : Exterior paint

### **POWER PACK-UP**

100% DG power back-up (Not exceeding 2KVA per apartment upto a maximum of 5KVA per unit against payment for the extra 3KVA)  
DG capacity shall be at 70% of load factor & 70% over- all diversity for apartment as well as for common area

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**PART - I**  
**(COMMON PROVISIONS AND UTILITIES )**

1. Stair case and stair case landing on all floors, lift.
2. Common entry on the ground floor.
3. Top roof of the building.
4. Drainage and sewage.
5. Well and underground water reservoir.
6. Over Head Tank, Pump and motor.
7. Common lighting system of the building.
8. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time and excluding roof, terrace and common space and common appurtenance but including right of common usage with the vendor and or other similar purchaser of corridor, staircase, passage, ways shafts and other facilities for common use with other concerned.



**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(COMMON EXPENSES)**

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting, of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, equipments and installations, comprised in common portions including electrical transformer, including the cost of replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all others expenses on the persons employed or to be employed for the common purpose such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and or the common portions.
5. Panchayat Tax and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the purchaser).
6. Cost of formations and operations of the service organizations including the office expenses incurred for maintaining the office thereof.
7. Electricity charges for the electrical energy consumed for the operation of the equipments and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
8. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portion.
9. All other expenses and or outgoing as are incurred by the vendor and or the services organization for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**(PAYMENT PLAN)**

The Total Price shall be paid by the First party(s) in the following manner:

1	Booking Amount	10.00%	Flat premium+ Car Park Price)+ Applicable GST
2	On commencement of piling work.	15.00%	Flat premium+ Car Park Price)+ Applicable GST
3	Completion of piling work & commencement of foundation raft .	15.00%	Flat premium+ Car Park Price)+ Applicable GST
4	On casting of roof of the Ground floor.	20.00%	Flat premium+ Car Park Price)+ Applicable GST
5	On casting of roof of the 1 <sup>st</sup> floor	20.00%	Flat premium+ Car Park Price)+ Applicable GST
6	On casting of roof of the 2 <sup>nd</sup> & 3 <sup>rd</sup> floor	20.00%	Flat premium+ Car Park Price)+ Applicable GST

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

First party: (including joint buyers)

Please affix photograph and sign across the photograph

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY  
THE WITHIN NAMED:

Promoter: (including joint buyers)

Please affix  
photograph and  
sign across the  
photograph

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

**WITNESSES:**

1. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_