

THIS AGREEMENT is made on this _____ day of _____ Two Thousand _____

BETWEEN

VIDHI VYAPAAR PVT LIMITED, a Company incorporated under the Companies Act, 1956, having its PAN AACCV7547C, and having its registered office at 135, Utkalmani Gopa Bandhu Sarani, Kolkata - 700007 and represented by its Director Sri Amit Kumar Bhartia, son of Sri Ramesh Kumar Bhartia, and having his PAN AHUPB4332M and residing on 4th floor at 168, Lake Town, Block -

B, Kolkata - 700089, hereinafter referred to as the “**PROMOTER**” (which expression shall unless excluded- by or repugnant to the subject or context be deemed to include its successors-in-interest, administrators, agents and assigns) of the **ONE PART**.

A N D

1. _____ (PAN No. _____)
son/daughter/wife of _____ by faith _____, by
occupation _____ residing at _____

_____ and 2. _____, (PAN No. _____)
son/daughter/wife of _____, by faith _____, by
occupation _____, residing at _____

3. _____, (PAN No. _____) son/daughter/wife of
_____, by faith _____, by occupation
_____, residing at _____

hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless excluded by or repugnant to the subject or context hereof mean and include his/her/their successors in interest, successors-in-office and permitted assigns) of the **OTHER PART**;

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

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

- a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) “**Section**” means a section of the Act.

WHEREAS

- A. One Chundy Churn Law, a Zaminder, was absolutely seized and possessed of ALL THAT partly two storied and partly three storied brick built dwelling houses together with revenue free land containing 8 Cottas 2 Chittacks and 22 Square Feet more or less whereon or on part whereof the same was built, being municipal premises No. 76, Cotton Street, Calcutta, fully described in the Schedule hereunder written and hereinafter referred to as the said ‘**Premises**’.
- B. The said premises is earmarked for the purpose of commercial project comprising of multi-storeyed office spaces and the said project shall be known as “_____”.
- C. By a Deed of Settlement dated 23rd January, 1930, duly registered in Book NO. 1, Volume No. 14, pages 223 to 231, being No. 311, for the year 1930 with the Registrar of Assurances, Calcutta, the said Chundy Churn Law therein called the Settlor of the One Part and the said Chundy Churn Law and Satish Churn Law both therein called the Trustees of the Other Part, the said Settlor being absolutely seized and possessed of or otherwise well and sufficiently entitled, free from all encumbrances to also the said premises No.76,

Cotton Street, Calcutta, hereinafter called the said 'PREMISES' for the consideration and in the premises therein stated thereby granted transferred conveyed and assured unto the Trustees inter alia the said premises and all estate right title interest property claim and demand what so ever both at law and in equity of the said Settlor in also the said property unto the said Trustees to be held by the Trustees upon trusts and with under and subject to the powers, provisos and declarations therein contained; AND it was thereby also declared that the Trustees for the time being would hold also the said property on trusts and subject the powers and directions therein contained AND also that the Settlor would collect the rents issues and profits and other interest and income of the said property transferred unto the Trustees_____ there out in the first instance all rates taxes from time to time, insurance, costs of repairs and other out goings payable in respect also the said premises and pay the balance of the said gains and profits and income to the Settlor for his use and benefits; And that from and after the death of the said Settlor, for the use and benefits of the said Satish Churn Law being the surviving Trustee or for the time being would hold the trust property in trust for the said Satish Churn Law and his heirs absolutely and forever.

- D. By a Deed of Lease dated 20th January, 1932 made between the said Chundy Churn Law therein called the Lessor of the One Part

and Juggilal Kamlapat, a Hindu Joint Family Trading Firm, therein called the Lessee and duly registered in Book No, 1, as Deed No. 195, for the year 1932 with the Registrar of Assurances, Calcutta, in consideration of the'-monthly rent therein stated and reserved and of the covenants, conditions and agreements therein contained and on the part of the Lessee to be paid performed and observed , the said Lessor demised unto the said Lessee (Juggilal Kamlapat) ALL THAT partly two storied and party three storied brick built dwelling house being premises No. 76, Cotton Street, Calcutta, for a term of six years commencing from 15th January, 1932 and paying to the said Lessor during the said term, the monthly rent as therein mentioned without any deduction or abatement whatsoever on the terms conditions and covenants therein stated.

- E. The said Chundy Churn Law having died the said Satish Churn Law became the Sole Trustee and beneficiary of the said Trust and of the said property and all rents profits and income thereof was held by the said Satish Churn Law for his own benefit and the benefits of his heirs with power to sell the said property in exercise of powers reserved under the said registered deed of settlement dated 23rd January, 1930.
- F. By a Deed of Settlement dated 28th April 1962 made between the said Satish Chum Law therein called the Settlor of the One part and Madhab Churn Law, son of the said Satish Churn Law and Smt. Sushma Bala Law, wife of the said Madhab Churn Law, both therein called the Trustees of the Other Part and duly registered in Book No. 1, as being No. 2278, for the year 1962 at the office of the Registrar of Assurances, Calcutta, the said Satish Churn Law in consideration of natural love and affection he had for the said Smt. Sushma Bala Law (who was his daughter-in-law) and for other causes granted transferred conveyed and assured unto the Trustees the said premises No. 76, Cotton Street, Calcutta, fully described in the Schedule thereunder written and all the estate right title and interest property claim and demand whatsoever of the said Settler, both at law and in equity in the said premises to be held by the said Trustees to the use and upon trusts with under and subject to the powers provisos agreements and declarations therein contained and covering the same AND it was thereby agreed

and declared that the said Trustee or the Trustees for the time being would hold the said premises and in the event of the same or part thereof being sold pursuant to the power in that behalf therein contained, the investment for the time being representing the same (all thereafter also called "the trust property") upon the trusts as follows –

- i) To allow the said Smt. Sushma Bala Law to let out the same or portions thereof and to pay to the said Smt. Sushma Bala Law for her own use and benefit until she shall attain the age of 45 years the rents issues and profits or other interest or income of the trust property after paying out therefrom in the first instance all the revenue, taxes, premium for insurance (if any) costs of repairs and other outgoings payable in respect of the trust property according to the nature for the time being.
- ii) After the said Smt. Sushma Bala Law would attain the age of 45 years, to make over the said trust property to the said Smt. Sushma Bala Law to be held and enjoyed by her absolutely and forever.
- iii) If the said Smt. Sushma Bala Law would die under the age of 45 years leaving a son or sons, then the trust property would be held upon trust for the said son or sons (which expression would include the son or sons of a predeceased son) and if more than one, in equal shares, the son or sons of a predeceased son taking his or their father's share, to be made over to them absolutely and forever when they would respectively attain the age of 25 years and in the meantime to apply the income of the trust property for their benefit.
- iv) If the said Smt. Sushma Bala Law would die under the age of 45 years without leaving any son (which expression shall include the son or sons of a predeceased son) then the trust property would be held upon trust for her husband said Madhab Churn Law to be made over to him absolutely and forever when he would attain the age of 50 years and in the meantime to apply the income of the trust property for his benefit.

- v) If the said Smt. Sushma Bala Law shall die under the age of 45 years without leaving any son or remoter issue by son and without leaving her husband then the trust property would be held in trust for the heirs of her husband the said Madhab Churn Law absolutely and forever to be made over to such heirs of the said Madhab Churn Law absolutely.
- G. The said Smt. Sushma Bala Law upon attaining the age of 45 years became the absolute owner of the said Premises No. 76, Cotton Street, Calcutta in accordance with the provisions of the said in part recited registered Deed of Settlement dated 28th April, 1962.
- H. Madhab Churn Law, predeceased Smt. Sushma Bala Law.
- I. Sometime in November, 1970, the said Smt. Sushma Bala Law died intestate leaving her surviving one son, namely, Laxmi Churn Law and four daughters, namely, Smt. Indira Chunder, Smt. Gouri Mondal, Smt. Gita Ray and Kumari Renu Law as her legal heir and heiresses and legal representatives and upon the death of the said Smt. Sushma Bala Law the said legal heir, heiresses and legal representatives of the said Smt. Sushma Bala Law jointly inherited and became the legal owner of the said property absolutely forever and in equal share.
- J. On or about 10th September, 1971, the said Smt. Indira Chunder filed a suit in the High Court at Calcutta being Partition and Administration Suit No. 395 of 1971 (Smt, Indira Chunder -vs- (1) Smt Gouri Mondal, (2) Sri Laxmi Churn Law, (3) Smt. Gita Ray and (4) Kumari Renu Law) claiming inter alia declaration of the shares of the parties to the Suit and enquiry as what is the estate of the said Smt. Sushma Bala Law consisted of at the time of her death and what consisted on the date of filing of the said suit and also for partition by meets and bounds of the movable and immovable property of the estate in accordance with the respective shares of the parties and allotment of shares in severalty to the parties, alternatively, if such partition be not possible, the sale of the said property or in part thereof and division of the proceeds of the sale in accordance with the respective shares of the parties and for accounts and appointment of Administrator,

Receiver and injunction and other relief stated in the plaint filed in the said Suit.

- K. After some proceedings were had in the said Suit, on or about 19th January, 1976, by consent of the parties, a preliminary decree was passed in the said Suit No. 395 of 1971 and it was inter alia decreed and accordingly declared that the plaintiff, namely, the said Smt. Indira Chunder, was entitled to one equal 5th part of the estate of Smt. Sushma Bala Law, since deceased, and the said defendants Nos. 1 to 4, namely Smt. Gouri Mondal, Sri Laxmi Churn Law, Smt. Gita Ray and Kumari Renu Law each was entitled to one equal 5th part of each of the properties including the said premises No. 76, Cotton Street, Calcutta in terms of the said settlement.
- L. In terms of a consent decree dated 24th December, 1979, the said premises No. 76, Cotton Street, Calcutta, was allotted to the said Laxmi Churn Law and Smt. Gita Ray jointly and the said allottees Sri Laxmi Churn Law and Smt. Gita Ray obtained quiet and peaceful possession of the said Premises No. 76, Cotton Street, Calcutta and became the joint owners absolutely and in equal shares.
- M. On 9th September 1996, the said Laxmi Churn Law died leaving him surviving his wife Smt. Pratima Law and two sons, namely, Kaustuv Law and Jay Krishna Law as his heiress and heirs and legal representatives who jointly and equally inherited to the undivided one half share of Laxmi Churn Law in the said premises No. 76, Cotton Street, Calcutta.
- N. On or about 7th January, 2004, the said Kaustuv Law. one of the sons of the said Laxmi Churn Law, died intestate leaving him surviving his wife Smt. Sudeshna Law and a minor daughter Miss Upasana Law as his heiresses and legal representatives who jointly inherited the undivided share of the said Kaustuv Law in the said premises No. 76, Cotton Street, Calcutta.
- O. In the event the said Smt. Pratima Law, Smt. Sudeshna Law, Miss Upasana Law and Jay Krishna Law jointly were owning one half share in the said premises and Smt. Gita Roy was owning remaining half share in the said premises.

- P. By a conveyance dated 15th October, 2004, made between the said Smt. Pratima Law (wife of the said Laxmi Churn Law) and the said Smt. Sudeshna Law, wife of Late Kaustuv Law for self and as mother and natural guardian .of Mtss Upasana Law and Jay Krishna Law, son of Laxmi Churn Law and Smt. Gita Ray, all therein jointly referred to as the Vendor of the One Part and Mr. Ramautar Saraf, HUF, therein referred to as the Purchaser of the Second Part and duly registered in Book No.' 1, as being No. 12532 for the year 2006 with the Additional Registrar of Assurances - II. Calcutta, THEY the said Smt. Pratima Law, Smt. Sudeshna Law (fo rself and as mother and natural guardian of Miss Upasana Law), Jay Krishna Law and Smt. Gita Ray in the premises and for the consideration therein mentioned sold and transferred ALL THAT the said premises No. 76, Cotton Street, Calcutta, to the said Purchaser, Sri Ramautar Saraf HUF. free from ail encumbrances BUT subject to all liabilities of arrears of rates and taxes due and payable to the Calcutta Municipal Corporation in respect of the said property.
- Q. The said Ramautar Saraf HUF, upon purchasing the said premises No, 76, Cotton Street, Calcutta, duly paid all arrears of Municipal rates taxes and liabilities and got its name duly mutated and recorded in the Assessment records of Calcutta Municipal Corporation as being the owner of the said premises.
- R. By an agreement dated 24th March, 2015, made between the said Ramautar Saraf HUF, {represented; by its Karta Ramautar Saraf) therein referred to as the Vendor of the First Part , the said Ramautar Saraf, Smt. Triveni Devi Saraf (wife of the said Ramautar Saraf) and Nirmal Kumar Saraf, Radha Raman Saraf, and Piyush Saraf, all being the sons of the said Ramautar Saraf and all therein jointly referred to as the Confirming Parties of the Second Part and the abovenamed Vendor, therein referred to as the Purchaser of the Third Part, the said Vendor, Ramautar Saraf has agreed to sell and transfer the said property being premises No. 76, Cotton Street, Calcutta, and the said Purchaser has agreed to purchase the same together with all fixtures rights and appurtenances thereto belonging and inheritance thereof free from all encumbrances, mortgages, acquisitions, requisitions, lispences and disputes.

- S. By a registered Deed of Conveyance dated 15th June 2015, a conveyance was executed in respect of the said premises in favour of the promoter herein. The said conveyance was registered with the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. 1 Volume No. 1902-2015 pages from 17886 to 17938 being No. 1902016327 for the year 2015. The Vendor then mutated their name in the records of Kolkata Municipal Corporation.
- T. The Promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said premises on which project is to be constructed have been completed.
- U. The _____ has granted the commencement certificate to develop the project vide approval dated _____ bearing registration No. _____.
- V. The Promoter has obtained the final lay out plan, sanctioned plan, specifications and approvals for the project and also for the office space. 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 laws as applicable.
- W. The Promoter has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration No. _____.
- X. The Allottee had applied for an office space in the project vide application No. _____ dated _____ and has been allotted office space No. _____ having carpet area of _____ sq. ft., type, on _____ floor in Tower/Block/Building No. _____ (“Building”) along with garage/covered parking No. _____ admeasuring _____ sq. ft. in the _____, as permissible under the applicable law and of pro rata share in the common areas (“**common areas**”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “**office space**” more particularly described in Schedule-A and the floor plan or the office space is annexed hereto and marked as Schedule-B.

- Y. The Parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.
- Z. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project.
- AA. 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.
- BB. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the office space and the garage/covered parking space as specified in para (W) hereof.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the office space as specified in para (W) hereof.
- 1.2 The total price for the office space based on the carpet area is Rs. _____ (Rupees _____ only).

Office space No. _____ Type _____ Floor _____	Rate of office space per sq. ft.
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Total price	
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Garage/covered parking-1	Price for 1
Garage/covered parking-1	Price for 2
Total price	

- i) The total price above includes the booking amount paid by the allottee to the Promoter towards the office space.
- ii) The total price above includes taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the Promoter by whatever name called) up to the date of handing over the possession of the office space to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.
Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the 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 allottee.
- iii) The Promoter shall periodically intimate in writing to the allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the promoter within the time and in the manner specified therein. In addition, the promoter shall provide to the allottee the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- iv) The total price of the office space includes recovery of price of land, construction of the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the office space, lift, water line and plumbing, finishing with paint, marbles, tiles, doors,

windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the office space and the project.

- 1.3 The total price is escalation free, save and except increases which the allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The promoter undertakes and agrees that while raising a demand on the allottee for increase in development charges, cost/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 allottee, 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 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 allottee.
- 1.4 The allottee shall make the payment as per the payment plan set out in Schedule-C.
- 1.5 The promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the allottee by discounting such early payments @ ____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the allottee by the promoter.
- 1.6 It is agreed that the promoter shall not make any additions and alterations in the sanctioned plan, lay out plans and specifications and the nature of fixture, fittings and amenities described herein at Schedule-D and Schedule-E (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is

effected) in respect of the office space without the previous written consent of the allottee as per the provisions of the Act.

Provided that the promoter may make such minor additions or alterations as may be required by the allottee or such minor charges or alterations as per the provisions of the Act.

- 1.7 The promoter shall confirm to the final carpet area that has been allotted to the allottee after the construction of the project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the 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 allottee within 45 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area, which is not more than 3% of the carpet area of the office space, allotted to the allottee, the promoter may demand that from the allottee as per the next milestone of the payment plan as provided in Schedule-C. All these monetary adjustments shall be made at the same rate per sq. ft. as agreed in para 1.2 of this agreement.
- 1.8 Subject to para 9.3 the promoter agrees and acknowledges, the allottee shall have the right to the office space as mentioned below :-
- i) The allottee shall have exclusive ownership of the office space;
 - ii) The allottee shall also have undivided proportionate share in the common areas. Since the share of interest of the allottee in the common areas is undivided and cannot be divided or separated, the allottee shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - iii) That the computation of the price of the office space includes recovery of price of land, construction of the common areas, internal development charges, external development charges,

taxes, cost of providing electric wiring, electrical connectivity to the office space, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the office space and the project.

- iv) The allottee has the right to visit the project site to assess the extent of development of the project and his office space as the case may be.

1.9 It is made clear by the promoter and the allottee agrees that the office space along with open garage/covered parking 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 office space 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 allottee. It is clarified that project's facilities and amenities shall be available only for the use and enjoyment of the allottees of the project.

1.10 The promoter agrees to pay all outgoings before transferring the physical possession of the office space to the allottee, which it has collected from the allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to the 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 allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the allottee, 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.

1.11 The allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the total price of the office space at the time of application, the receipt of which the promoter hereby acknowledges and the allottee hereby agrees to pay the remaining price of the office space as prescribed in the payment plan (Schedule-C) as may be demanded by the promoter within the time and in the manner specified therein.

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the promoter abiding by the construction milestones, the allottee shall make all payments, on written demand by the promoter, within the stipulated time as mentioned in the payment plan in favour of _____ payable at _____.

3. COMPLIANCE OF LAWS RELATING To REMITTANCES:

3.1 The allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the promoter with such permission, approvals which would enable the promoter to fulfill its obligations under this agreement. Any refund, transfer of security, if provided in terms of the agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines

issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The promoter accepts no responsibility in regard to matter specified in para 3.1 above. The allottee shall keep the promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the allottee subsequent to the signing of this agreement, it shall be the sole responsibility of the allottee to intimate the same in writing to the promoter immediately and comply necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third party making payment remittances on behalf of any allottee 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 allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The allottee authorizes the promoter to adjust appropriate all payments made by him/her under any head of dues against lawful outstanding of the allottee against the office space, if any, in his/her name and the allottee undertakes not to object/demand/direct the promoter to adjust his payments in any 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 office space to the allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/OFFICE SPACE:

The allottee has seen the proposed layout plan, specifications, amenities and facilities of the office space and accepted the floor plan, payment plan and the specifications, amenities and facilities 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 plan, 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 the _____ and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the promoter shall constitute a material breach of the agreement.

7. POSSESSION OF THE OFFICE SPACE:

7.1 Schedule for possession of the said office space- The promoter agrees and undertakes that timely delivery of possession of the office space to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the agreement. The promoter assures to hand over possession of the office space along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project. If, however, the completion of the project is delayed due to the force majeure conditions then the allottee agrees that the promoter shall be entitled to the extension of time for delivery of possession of the office space.

Provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The allottee agrees and confirms that, in the event it becomes impossible for the promoter to implement the project due to force majeure conditions, then this allotment shall stand terminated and the promoter shall refund to the allottee the entire amount received by the promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the allottee, the allottee agrees that he/she shall not have any rights, claims etc. against the promoter and that the promoter shall be released and discharged from all its obligations and liabilities under this agreement.

7.2 **Procedure for taking possession.**- The promoter, upon obtaining the occupancy certificate from the competent authority shall offer in

writing the possession of the office space to the allottee in terms of this agreement to be taken within two months from the date of issue of occupancy certificate. The promoter agrees and undertakes to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The allottee, after taking possession, agrees to pay the maintenance charges as determined by the promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the office space, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of allottee to take possession of office space.- Upon receiving a written intimation from the promoter as per para 7.2, the allottee shall take possession of the office space 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 office space to the allottee. In case the allottee fails to take possession within the time provided in para 7.2., such allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the allottee.- After obtaining the occupancy certificate and handing over physical possession of the office space to the allottee, it shall be the responsibility of the promoter to hand over the necessary documents and plans, including common areas, to the association of allottees 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 hand over the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

7.5 Cancellation by allottee.- The allottee shall have the right to cancel/withdraw his allotment in the project as provided in the Act; Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The

balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 Compensation.- The promoter shall compensate the allottee in case of any loss caused to him due to defective title of the premises, on which the project is being developed or has been developed, in the manner as provided under the Act 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 office space in accordance with the terms of this agreement, duly completed by the date specified in para 7.1 or due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the promoter shall be liable on demand to the allottee, in case the allottee wishes to withdraw from the project without prejudice to any other remedy available, to return the total amount received by him in respect of the office space, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it become due;

Provided that where if the allottee does not intend to withdraw from the project, the promoter shall pay the allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the office space which shall be paid by the promoter to the allottee within 45 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The promoter hereby represents and warrants to the allottee as follows:

- i)** The promoter has absolute, clear and marketable title with respect to the said premises; requisite rights to carry out development upon the said premises and absolute, actual, physical and legal possession of the said premises for the project.
- ii)** The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project.
- iii)** There are no encumbrances upon the said premises or the project.
- iv)** There are no litigations pending before any Court of law or authority with respect to the said premises, project or the office space.

- v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said premises and office space 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, said premises, building and office space and common areas.
- vi) The promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the allottee created herein, may prejudicially be affected.
- vii) The promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said premises including the project and the said office space which will, in any manner, affect the rights of the allottee under this agreement.
- viii) The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said office space to the allottee in the manner contemplated in this agreement.
- ix) At the time of execution of the conveyance deed the promoter shall hand over lawful, vacant, peaceful, physical possession of the office space to the allottee and the common areas to the association of allottees or the competent authority, as the case may be.
- x) The schedule premises 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 schedule premises.
- xi) The promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other moneys, 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 has been issued and possession of office space along with common areas with all specifications, amenities and facilities has been handed over to the allottee and the association of allottees or the competent authority, as the case may be.
- xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the

said premises) has been received by or served upon the promoter in respect of the said office space and/or the project.

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) Promoter fails to provide ready to move in possession of the office space to the allottee 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 possession' shall mean that the office space shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificates and completion certificate, as the case may be, has been issued by the competent authority;
- ii) Discontinuance of the promoter's business as a developer 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 the promoter under the conditions listed above, the allottee is entitled to the following :-

- i) Stop making further payments to the promoter as demanded by the promoter. If the allottee stops making payments, the promoter shall correct the situation by completing the construction milestones and only thereafter the allottee be required to make the next payment without any interest;
- ii) The allottee shall have the option of terminating the agreement in which case the promoter shall be liable to refund the entire money paid by the allottee under any head whatsoever towards the purchase of the office space, along with interest at the rate prescribed in the Rules within 45 days of receiving the termination notice;

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the office space, which shall be paid by the promoter to the allottee within 45 days of it becoming due.

9.3 The allottee shall be considered under a condition of default, on the occurrence of the following events :

- i) In case the allottee fails to make payments for consecutive demands made by the promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the rules;
- ii) In case of default by the allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the office space in favour of the allottee. In case of default by the allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the office space in favour of the allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID OFFICE SPACE:

The promoter, on receipt of total price of the office space as per para 1.2 under the agreement from the allottee, shall execute a conveyance deed and convey the title of the office space together with proportionate indivisible share in the common areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee.

Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. However, in case the allottee fails to deposit the stamp duty and/or registration charges within the

period mentioned in the notice, the allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the allottee.

11. MAINTENANCE OF THE BUILDING/OFFICE SPACE/PROJECT:

The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of allottees upon issuance of the completion certificate of the project. The cost of such maintenance has been included in the total price of the office space.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services of 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 years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within 30 days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE OFFICE SPACE FOR REPAIRS:

The promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the allottee agrees to permit the association of allottees and/or maintenance agency to enter into the office space or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE :

Use of basement and service areas.- The basement and service areas, if any, as located within the _____, shall be earmarked for the purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground

water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The allottee shall not be permitted to use the service area and the basement in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of the allottees formed by the allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the allottee shall, after taking possession, be solely responsible to maintain the office space at his/her own cost, in good repair and condition and shall not do or suffer to do be done anything in or to the building or the office space 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 office space and keep the office space, its walls and partitions, sewers, drains, pipe 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 damages or jeopardized.

15.2 The allottee further undertakes, assures and guarantees that he/she would not put any signboard/name plate, neon light, publicity material or advertisement material etc. on the face façade of the building or anywhere on the exterior of the project, buildings therein or common areas. The allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the office space or place any heavy material in the common passages or staircase of the building. The allottee shall also not remove any wall including the outer and load bearing wall of the office space.

15.3 The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. The allottee shall be responsible for

any loss or damages arising out of breach of any of the aforesaid conditions.

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

The parties are entering into this agreement for allotment of an office space with full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS :

The promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities has been approved by the competent authority and disclosed, edcept for as provided in the Act.

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 said office space and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the allottee who has taken or agreed to take such office space.

19. BUILDING EFFECT :

Forwarding this agreement to the allottee by the promoter does not create a binding obligation on the part of the promoter or the allottee until, firstly, the allottee sings and delivers this agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 days from the date of receipt by the allottee and secondly, appears for registration of the same before the concerned Sub-Registrar _____ as and when intimated by the promoter. If the allottee fails to execute and deliver to the promoter this agreement within 30 days from the date of receipt by the allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the promoter, then the promoter shall serve a notice to the allottee for rectifying the default, which if not rectified within 30 days from the date of its receipt by the allottee, application of the allottee shall be treated as

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

20. 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/plot/building, as the case may be.

21. RIGHT TO AMEND :

This agreement may only be amended through written consent of the parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE :

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 office space and the project shall equally be applicable to and enforceable against and by any subsequent allottees of the office space, in case of a transfer, as the said obligations go along with the office space for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE :

23.1 The promoter may, at its sole option and discretion, without prejudice to its rights as set out in this agreement, waive the breach by the allottee in not making payments as per the payment plan (Annexure-C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the allottee that exercise of discretion by the promoter in the case of one allottee shall not be construed to be a precedent and/or binding on the promoter to exercise such discretion in the case of other allottees.

23.2 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.

24. 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.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREAFTER REFERRED TO IN THE AGREEMENT :

Wherever in this agreement it is stipulated that the allottee has to make any payment, in common with other allottees in the project, the same shall be the proportion which the carpet area of the office space bears to the total carpet area of all the office space in the project.

26. FURTHER ASSURANCES :

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

27. 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 allottee, in _____ after the agreement is duly executed by the allottee and the promoter or simultaneously with the execution of the said agreement shall be registered at the office of the Sub-Registrar at _____.

Hence this agreement shall be deemed to have been executed at _____.

28. NOTICES :

That all notices to be served on the allottee and the promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the allottee or the promoter by registered post at their respective addresses specified below :-

Name _____
Address _____

Name _____
Address _____

It shall be the duty of the allottee and the promoter to inform each other of any change in address subsequent to the execution of this agreement in the above address by registered post, failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the allottee, as the case may be.

29. JOINT ALLOTTEES :

That in case there are joint allottees all communications shall be sent by the promoter to the allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees.

30. SAVINGS :

Any application letter, allotment letter, agreement or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act or the rules or the regulations made thereunder.

31. 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.

32. 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 and Conciliation Act, 1996.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
within named Allottee :

1. _____ (affix photographs and sign)

SIGNED SEALED AND DELIVERED by the
within named Promoter :

_____ (affix photographs and sign)

WITNESSES:

1. _____ (affix photographs and sign)

2. _____ (affix photographs and sign)

SCHEDULE-A (Description of office space and garage)

SCHEDULE-B (Floor plan of the office space)

SCHEDULE-C (Payment plan)

SCHEDULE-D (Specifications, amenities, facilities, which are part of the office space)

SCHEDULE-E (Specifications, amenities, facilities which are part of the project)