

**(PROMOTER - VAC REALTY LLP)**  
**AGREEMENT FOR SALE**

1. **Date :** \_\_\_\_\_
2. **Nature of Document:** Agreement for Sale .
3. **Parties:** Collectively, the following which will include their respective successors-in-interest.

**3.1 VAC REALTY LLP (PAN-AAMFV8252H)** a limited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office as also principal place of business at 23A Netaji Subhas Road, 2<sup>nd</sup> Floor, Room No.8 Kolkata-700001, represented by its authorized partner **MR. AMARJIT BANTHIA (PAN-ADKPB5333L)** and having Aadhar Number \_\_\_\_\_, son of late Bhikam Chand Bantia, residing at \_\_\_\_\_ P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata- 700\_\_\_\_, authorized vide authority granted by the partners of the LLP in its meeting held on \_\_\_\_\_ day of \_\_\_\_\_, hereinafter referred to as the **PROMOTER** of the **ONE PART**.

**AND**

\_\_\_\_\_, (Aadhar no. \_\_\_\_\_) \_\_\_\_\_ of \_\_\_\_\_, aged about \_\_\_ years residing at \_\_\_\_\_, P.O.\_\_\_\_\_, P.S. \_\_\_\_\_, West Bengal- \_\_\_\_\_ (**PAN** \_\_\_\_\_) hereinafter called the “**ALLOTTEE**” of the **OTHER PART**.

(The “**Promoter**” and the “**Allottee**” shall, hereafter, 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 Bengal 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 Sri Raaj Bardhan Jayaswal (PAN - ACYPJ2463N) son of late Samar Singh Jayaswal, by Religion – Hindu, by occupation business, residing at No.74/1, Sheikh Para lane, Police Station and Police Station - Shibpur, District – Howrah-711102, (the “**OWNER**”) is the absolute and lawful owner of the property described in the **FIRST SCHEDULE** hereto (the “**SAID LAND**”) as per the devolution of title of the Said Land more fully described in the **SECOND SCHEDULE** hereto.
- B.** The Owner intended to develop the Said Land as aforesaid (and also any further adjacent and / or contiguous parcels of land, as and when purchased, if any, and added to the Said Land) to be developed by construction of an integrated complex mainly comprising of residential apartments in several buildings as also commercial units, and also consisting of other spaces and common areas to be known as “\_\_\_\_\_” and to be constructed in several phases (the “**PROJECT**”).
- C.** Initially the Promoter and one **M/S. SHAKUNTALA INFRATECH LLP** (PAN \_\_\_\_\_) having its registered office at Room No. 16A/2, 16<sup>th</sup> Floor, Everest House, 46C, Jawaharlal Nehru Road, P.S. - Shakespeare Sarani, **P.O.** - \_\_\_\_\_ Kolkata -700071 (the “**SHAKUNTALA**”) had entered into a development agreement on the 6<sup>th</sup> day of February, 2015, which documents were duly registered in the office of D.S.R. Howrah and recorded in Book No. I, CD Volume No. 6, Pages 2223 to 2261 being No. 1252 for the year 2015 and in terms of the said Agreement, the Promoter had granted a power of attorney also which documents were duly registered in the office of DSR

Howrah (collectively the “**ORIGINAL AGREEMENT & POA**”) for developing and constructing the Project on the Said Land, for the consideration and subject to the terms and conditions contained therein;

- D.** The Owner and Shakuntala (in terms of the Original Agreement and POA) caused the Said Land converted from “Sali” to “Housing Complex” caused to be prepared the plans for construction of Phase – I of the Project, paid up to date tax and “khazna”, caused to have the soil testing done and electricity connection installed. Shakuntala thereafter decided not to develop the Said Land alone, and with the consent and concurrence of Owner, being the owner of the Said Land agreed to develop the Said Land jointly with the Promoter herein.
- E.** The Owner and Shakuntala, thereafter, executed an agreement thereby cancelling the Original Agreement And POA and the said cancellation agreement was registered on 25<sup>th</sup> January, 2016, vide deed No. 050102199 for the year 2016, and deed no. 050100205 respectively, both in the office of DSR Howrah.
- F.** On the same day i.e., 25<sup>th</sup> January, 2016, another agreement was executed by and between the Owner, Shakuntala and the Promoter herein which was registered in the office of D.S.R. Howrah in Book No. I, Volume- 0501-2016, Pages 57180 to 57259 being No. 050102210 for the year 2016. (the “**SECOND AGREEMENT**”)
- G.** A power of attorney was also granted by the Owner to the representatives of Shakuntala and the Promoter herein on 25<sup>th</sup> January, 2016, which was also

registered in the office of DSR Howrah, in Book No. I, Volume No. 0501 – 2016, pages 140431 being no. 05015534 for the year 2016. (the “**SECOND POA**”)

- H.** A plan for construction of building(s) mainly comprising of residential flats and areas required for common use thereof on the Said Land as a part of the Project has been got sanctioned from the Howrah Zilla Parishad (the “**ORIGINAL PLAN**”).
- I.** Sometime after the execution and registration of the Second Agreement and the Second POA, the Owner, Shakuntala and the Promoter herein decided to change their respective consideration and/or entitlement to be received from the development of the Said Land and the Second Agreement and the Second POA were cancelled on the same day by executing documents for cancellation both registered at D.S.R. Howrah, registered in Book No. I, Volume No. 0501-2016, Pages 254490 to 254503 being no. 050110109 for the year 2016 and the cancellation of POA in Book No. IV Volume No. 0501-2016 pages 15797 to 15809 being No. 050100896 for the year 2016.
- J.** The Owner, Shakuntala and the Promoter herein thereafter executed a third agreement (the “**THIRD AGREEMENT**”) on the 21<sup>st</sup> day of September, 2016, and the Owner also granted a power of attorney to the representatives of VAC and the Promoter herein for development of the Said Land and/or the Project and/or for sale of the respective entitlements of Shakuntala and the Promoter (the “**THIRD POA**”) and both these documents were duly registered at D.S.R. Howrah. The Third Agreement was registered in Book No. I, Volume No. 0501-2016 page from 275395 to 275464 and the Third POA was registered in

Book No. I, Volume No. 0501-2017 pages from 8814 to 8833 being no. 050100278 for the year 2017.

- K.** Sometime after the execution and registration of the Third Agreement and the Third POA, the Owner, Shakuntala and the Promoter herein decided to change their respective consideration and/or entitlement to be received from the development of the Said Land and the Third Agreement and the Third POA were cancelled on the same day on 8<sup>th</sup> March, 2018, by executing documents for cancellation both registered at D.S.R. Howrah, registered in Book No. I, Volume No. 0501-2018, Pages 50472 to 50494 being no. 050101738 for the year 2018.
- L.** On the same day i.e., 8<sup>th</sup> March, 2018, another agreement was executed by and between the Owner, the Promoter and Shakuntala (the “**FOURTH AGREEMENT**”) wherein the revised understanding of allocation of space to be constructed on the basis of Original Plan already sanctioned and / or construction to be made in accordance with the Original Plan thereof was recorded. The Fourth Agreement also recorded the demarcation of the said allocation of space to be constructed and/or caused to be constructed by the Promoter for itself and on behalf of the Owner and Shakuntala. The Fourth Agreement further recorded that upon completion of the all such constructed spaces the Promoter shall handover such constructed spaces as per the said allocation to Shakuntala and the Owner and/or their nominees and/or transferees, as the case maybe, and retain and/or be entitled to dispose-off the constructed area of its own allocation. The Fourth Agreement dated 8<sup>th</sup> March, 2018 was registered in the office of D.S.R. Howrah in Book No. I, Volume - 0501-2016, Pages 51539 to 51592 being No. 050101746 for the year 2018

- M.** A power of attorney was also granted by the Owner to the representatives of the Promoter and Shakuntala on the 28<sup>th</sup> day of May 2018, which was also registered in the office of DSR – I Howrah, in Book No. 1, Volume No. 0501-2018, pages 94300 to 94323 being no. 050102997 for the year 2018. (the “**SAID POA**”)
- N.** It has also been agreed between the Owner, Shakuntala and the Promoter herein that the monetary transaction made under the Original Agreement and the Second Agreement will be carried forward to the new agreement and will be treated as part of advance money paid to the Owner.
- O.** The Promoter with the consent and concurrence of Shakuntala and the Owner caused the Original Plan to be revised, whereby additional areas and also some additional commercial areas which can be constructed, have been added and the said revised plan was duly got sanctioned from the concerned authority (the “**SAID PLAN**”). The Promoter agrees and undertakes that it shall ensure that the Said Plan is not changed or cause to be changed except in strict compliance with Section 14 of the Act and other laws as applicable
- P.** After the Said Plan was got sanctioned, the Promoter, the Owner and Shakuntala made some revised allocation amongst themselves of the spaces to be constructed as per the Said Plan and by an agreement supplemental to the Fourth Agreement which was executed and/or signed on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Promoter, the Owner and Shakuntala (the “**SAID AGREEMENT**”) the said revised allocation of space to be constructed on the basis of Said Plan already sanctioned and / or construction to be made in

accordance with the Said Plan was recorded. The Said Agreement also recorded the demarcation of the said revised allocation of space to be constructed and/or caused to be constructed by the Promoter for itself and on behalf of Shakuntala and the Owner. The Said Agreement further recorded that upon completion of the all such constructed spaces the Promoter shall handover such constructed spaces as per the said allocation to Shakuntala and the Owner and/or their nominees and/or transferees, as the case maybe, and retain and/or be entitled to dispose-off the constructed area of its own allocation

- Q.** The Promoter, thereafter, with the consent and concurrence of Shakuntala and the Owner, took up the construction of some of the building(s) sanctioned as per the Said Plan as Phase - I of the Project, inter alia, comprising several self-contained independent units with provision of vehicle parking and other spaces, and with common areas required for beneficial use and enjoyment of the units (collectively the “**PHASE - I**”) for and on behalf of itself, Shakuntala and the Owner.
- R. Phase - I** is now being developed and constructed by the Promoter for and on behalf of itself, Shakuntala and the Owner, as already demarcated and/or allotted respectively to the Promoter, the Owner and Shakuntala herein in terms of the Said Agreement, the “**Said Unit**” (as defined in the **FOURTH SCHEDULE** below) is allocated to the Promoter herein.
- S.** The Promoter is thus fully competent to enter into this Agreement with the Allottee and all the legal formalities with respect to the right, title and interest of the Promoter herein regarding the Said Land (on which Phase - I is being constructed) has been duly completed.



- T.** The West Bengal Housing Industry Regulatory Authority has granted the commencement certificate to develop the Project vide approval dated \_\_\_\_\_, bearing registration no. \_\_\_\_\_.
- U.** The Allottee has applied for allotment of the Said Unit vide application no. [■] dated [■] and the Said Unit has been allotted to the Allottee, as mentioned in the **FOURTH SCHEDULE** hereunder, as permissible under applicable law and together with pro rata share in the common areas as defined in the **THIRD SCHEDULE** hereunder written (the “**COMMON AREAS**”) and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project and/or to the Phase – I of the Project, as the case may be. The Allottee shall have the right to use in common with other allottees, the Common Areas of Phase – I and/or of the Project upon its construction, together with all easements, rights and appurtenances belonging thereto
- V.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- W.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Phase – I of the Project and/or the Project.
- X.** 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;

**Y.** 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 Said Unit (morefully described in the **FOURTH SCHEDULE** hereto) on the terms and conditions mentioned in this agreement.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises, confirmations, undertakings, indemnities 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 Said Unit as more fully described in the **FOURTH SCHEDULE** below.
- 1.2** The Total Price for the Apartment based on the carpet area of the Apartment is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_ only) as per the details given in **Part-1** of the **“FIFTH SCHEDULE”** hereunder written (the **"TOTAL PRICE"**).
- 1.3** The Total Price has been arrived at in the following manner:



	<p>(___ KVA for 2BHK and ___ KVA for 3BHK)</p> <p>(b) Proportionate share of installation of Transformer and electricity charges calculated @ Rs ___/- per sq. ft.</p> <p>(c) Contribution for becoming Member of the Association.</p> <p>(d) Legal/documentation Charges per Apartment. Documentation charges exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals</p> <p>(e) Interest Free advance common area maintenance charges * for ___ months @ Rs. ___/- per Sqft of Unit Carpet area to be paid as per notice of possession.</p> <p style="text-align: right;">_____</p> <p style="text-align: center;">Sub-Total</p>	<p>(b) _____</p> <p>(c) Rs. _____/- (Rupees _____) only</p> <p>(d) Rs _____/- (Rupees _____) only</p> <p>(e) _____</p> <p>(f) _____</p> <p style="text-align: right;">_____</p>
C	Total GST (Goods and Service Tax)	_____
	<b>Total Price (A + B+C)</b>	

In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Promoter as per payment schedule:

- (a) Cost of Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Apartment mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs charges and expenses for providing satellite cable TV connection per such connection as per actuals; and
- (e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required; and;
- (f) Interest Free Sinking Fund @ Rs. \_\_\_\_\_/- per sq. ft. of Unit Carpet area amounting to Rs \_\_\_\_\_.

Notes:

***\* Interest Free advance common area maintenance charges has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.***

***The above-mentioned Advance common area maintenance and Sinking Fund may, if so decided, be taken by the Promoter in the name of such body as maybe so constituted by the Promoter.***

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Unit.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter, as applicable, 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 Phase – I of the Project and/or of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Unit to the Allottee and the Project to the association of allottees after obtaining the completion certificate.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee 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 Phase – I of the Project, as per registration with the authority, which shall include the extension of registration, if any, granted to the said Phase – I of the 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/instalments payable as stated in **Part-II** of the **FIFTH SCHEDULE** hereunder written (the “**MANNER OF PAYMENT**”) and the Allottee shall make payment so 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 Said Unit includes recovery of price of land, cost of construction of not only the Said Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Said Unit, lift, water line, finishing with paint, marbles, tiles, doors, windows and plumbing, fire detection and fire-fighting 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 Said Unit and/or the Phase – I of the Project and or the Project to the extent applicable.

- 1.4** 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, if any, payable to the competent authority and/or any other increase, if any, in charges which may be levied or imposed by the competent authority, if any, from time to time till such time the Phase - I is completed. 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 also enclose the relevant 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 Phase – I of the Project and/or of the Project, as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Phase – I of the Project and or to the

Project by the Authority as per the Act, the same shall not be charged from the Allottee.

- 1.5 The Allottee shall make the payment as per the payment plan as mentioned in this Agreement.
- 1.6 The Promoter may allow, in its sole discretion a rebate for early payment of installments payable by the Allottee, by discounting such early payments at such % per annum as may be so decided by the Promoter for the period by which the respective installment 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.
- 1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and eminities as described herein in the **SIXTH SCHEDULE** hereunder (which shall be in conformity with the advertisement/prospectus. Etc. on the basis of which sale if effected) in respect of the Said Unit without the previous written consent of the Allottees as per the provisions of the Act.  
Provided that the Promoter may make such minor additions and alterations or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.8 The Promoter shall confirm to the Allottee the final carpet area of the Said Unit that has been allotted to the Allottee after the construction of the Phase – I of the Project is complete and the occupancy certificate (or such other certificate by whatever name called, issues by the competent authority) by whatever name called, is granted by furnishing details of the changes, if any in the carpet area. The Total Price payable shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoters shall refund the excess money paid by the 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% (three percent) of the carpet area of the apartment, allotted to the Allottee, as per the next milestone of the **Manner of Payment** as provide in the **Part – II of the FIFTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per sq. ft. as agreed in Para 1.2 of this Agreement.

**1.9** Subject to para 10.3 below the Promoter agrees and acknowledges, that the Allottee shall have the right to the Said Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Said Unit ;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/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 incontinence 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) The computation of the price of the Said Unit includes recovery of price of land, construction of (not only the Said Unit but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire-detection and fire-fighting equipment in the Common Areas, maintenance charges as per Para 12 etc. and includes cost for providing all other facilities, amenities and specifications to be

provided within the Said Unit and the Phase – I of the Project and/or within the Project;

- (iv) The Allottee has the right to visit the project site to access the extent of development of the Phase – I of the Project and the Said Unit, as the case may be.

**1.9** It is made clear by the Promoter and the Allottee agrees that the Said Unit along with any garage/covered parking/adjoining open parking/open space etc, if any, allotted to the Allottee and as mentioned in the **FOURTH SCHEDULE** hereto, shall remain a single indivisible unit for all purposes. It is agreed that the Project (of which Phase – I is only a demarcated portion of development) 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 Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project including the Allottees of Phase – I of the Project.

**1.10** The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Unit to the Allottees, which it has collected from the Allottees, 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 local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest in 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 Allottees, the Promoter agrees to be liable, even after the transfer of the Said Unit, 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 Said Unit 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 Said Unit as prescribed in the **Manner of Payment** as provide in the **Part – II of the FIFTH SCHEDULE** 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 us payable, he shall be liable to pay interest at the rate prescribed in the Rules.

- 1.12** It is specifically agreed between the Parties hereto that apart from the Price/consideration of the Said Units to be received by the Promoter, the payment of extras as more fully mentioned in **Part – III of the FIFTH SCHEDULE** hereto (the “**EXTRAS**”) as also deposits as more fully mentioned in **Part - IV of the FIFTH SCHEDULE** hereto (the “**INTEREST FREE DEPOSITS**”) shall also be made by the Allottee to the Promoter only and all such payments towards the Extras shall be nonrefundable and nonadjustable and all such payments towards the “Deposits” is to be handed over to the Association.

- 1.13** The **Interest Free Deposits** as mentioned in **Part – IV of the FIFTH SCHEDULE** hereto shall be held by the Promoter till such time the maintenance and management of the Phase - I is handed over to the association of allottees and will be refunded to the said association after deducting payments

due to the Promoter.

- 1.14** Until full payment of Extras and Deposits are made by the Allottee to the Promoter, the Promoter shall be under no obligation to deliver possession of the Said Unit to the Allottee and that non-payment/delayed payment will be deemed to be a breach of this Agreement on the part of the Allottee and will entail obligation on the Allottee to pay interest for the delayed period besides exercise or other rights and remedies of the Promoter against the Allottee.
- 1.15** The Deposits shall remain in deposit with the Promoter on interest free non-refundable basis on the express condition and with irrevocable authority to the Promoter that in the event of any default by the Allottee in making payment of any one or more of the expenses (for which Deposits are taken) within the due time/dates fixed/understood for payment of the same respectively and in the manner required to be paid, then the Promoter and/or its nominee shall in their absolute discretion and without prejudice to other rights and remedies available to the Promoter and/or the nominee of the Promoter and without notice to or consent from the Allottee, the Promoter and/or the nominee of the Promoter shall be entitled to adjust and meet out of the said Deposits the amount/s under default and the Allottee shall pay and make up the said Deposits in full within 7 days from the date of receipt of information about such adjustment and meeting of unpaid liability.
- 1.16** Unless otherwise expressly mentioned, all the amounts specified in the preceding paragraphs including the amounts payable under the heading Extras and Deposits shall be paid to and deposited with the Promoter by the Allottee before the Deemed Date Of Possession (i.e, the expiry of fifteen days from the date of issue of notice of possession by the Promoter) or the actual date of possession whichever is earlier. In case of Deemed Possession, the Allottee shall not be entitled to claim/have actual possession before making payment of all of

the Extras and Deposits and the Allottee do covenant with the Promoter not to demand actual possession of the Said Unit before making full payment of all the Extras and Deposits besides the Total Price.

- 1.17** In case the exact liability on all or any of the heads mentioned under the heading ‘Extras and Deposits’ cannot be quantified then the payment shall be made by the Allottee according to the Promoter’s estimates without objection and dispute BUT subject to subsequent accounting and settlement within a reasonable period.
- 1.18** Apportionment of liability of the Allottee in respect of any item of expenses towards Extras and Deposits shall be done by the Promoter or the nominee of the Promoter (as the case may be) and every such apportionment shall be final and binding on the Allottee.
- 1.19** The time for making payment of the amounts towards Extras and Deposits (besides the Total Price) is also, inter alia, the essence of this Agreement.

**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 Manner of Payment mentioned in **Part-II** of the **FIFTH SCHEDULE** hereto and shall also make the payment of “Extras and Deposits” also to Promoter in the manner provided in this Agreement through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of \_\_\_\_\_ payable at \_\_\_\_\_.

**3. COMPLIANCE OF LAW 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 there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee 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 4.1 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 with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Unit 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 the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the Said Unit, if any, in the Allottee's 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 Phase – I of the Project as disclosed at the time of registration of Phase – I of the Project with the Authority and towards handing over the Said Unit to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be. The Common Areas, amenities and facilities of the said Project, however, will be handed over only upon the completion of the Project in due course of time.

**6 CONSTRUCTION OF THE PHASE - I/SAID UNIT:**

The Allottee has seen and accepted the proposed layout plan of the Said Unit being **Annexure-A** to this Agreement, the floor plan as also shown in **Annexure-A**, specifications, amenities and facilities of the Said Unit/Phase - I as mentioned in the **SIXTH SCHEDULE** hereto and have accepted the same which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Phase - I in accordance with the said layout plans, floor plans and specifications, amenities and facilities on its own account and also on account of Owner and Promoter

No.1 as agreed in the Said Agreement dated 8<sup>th</sup> March, 2018. Subject to the terms of 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 authority 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 Promoters shall constitute a material breach of the Agreement.

## **7 POSSESSION OF THE SAID UNIT:**

**7.1 Schedule for possession of the Said Unit** - The Promoter agrees and understands that timely delivery of possession of the Said Unit to the Allottee and the Common Areas to the association of allottees is the essence of the Agreement. The Promoter assures to hand over possession of the Said Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Phase - I in place on the expiry of     (      ) months from the date of this agreement within a grace period of three months from that date, 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 Phase - I (the “**FORCE MAJEURE**”). If, however, the completion of the Phase - I is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Said Unit, 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 Promoters to implement the Phase - I due to Force Majeure conditions, then this allotment shall stand terminated and



the Promoter shall refund to the Allottee the entire amount from the date of 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 the Allottee shall not have any rights, claims etc. against the Promoter (and/or the other two Promoters) and that the Promoter (as also the other two Promoters) shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession** - The Promoter, shall offer in writing the possession of the Said Unit, to the Allottee in terms of this Agreement to be taken within two months from the date of the notice. (the “**NOTICE OF POSSESSION**”) Provided that the conveyance deed of the Said Unit in favour of the Allottee shall be executed and registered by the Promoter (with Owner & Promoter No.1 being confirming party therein) (subject however to the Allottee making all payments as mentioned in the **FIFTH SCHEDULE** hereto and taking possession of the Said Unit in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges to the Promoter as per requisition of the Promoter) within prescribed period but not beyond three months from the date of notice of possession. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter, provided the Allottee is not in default. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the Promoter giving the Notice of Possession to the Allottee.

- 7.3 Failure of the Allottee to take Possession of Said Unit** - Upon receiving the Notice of Possession from the Promoter, the Allottee shall take possession of the Said Unit 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 Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 8.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 8.2.
- 7.4 Possession by the Allottee:** After obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) and handing over physical possession of the Said Unit to the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including Common Areas to the association of allottees as per the local laws.
- 7.5 Cancellation by Allottee—**
- 7.5.1** The Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Project as provided in the Act. Provided that, where the Allottee proposes to cancel/withdraw from Phase – I of the Project and/or the Project without any fault of the Promoter, the Promoter herein shall be 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. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.
- 7.5.2** Upon withdrawal or cancellation of allotment by the Allottee under this

Agreement, the Promoter shall have the right to re-allot the Said Unit to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

- 7.6 Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to the Allottee due to defective title of the Said Land, on which the Phase – I of the Project and/or 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 Said Unit (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 this business as a Promoter on account of suspension or revocation of registration under the Act; or for any other reason; the Promoter shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from Phase – I of the Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Said Unit with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where the Allottee does not intend to withdraw from Phase – I of the Project, the Promoter shall pay to the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Unit which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

**8 REPRESENTATION AND WARRANTIES OF THE PROMOTERS:**

The Promoters hereby represent and warrant to the Allottee as follows:

- 8.1 The Owner has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Phase – I of the Project;
- 8.2 Shakuntala and the Promoter have lawful rights of development of Said Land in the manner agreed in the Said Agreement and the Promoter has the requisite approvals (for and on behalf of the Owner) from the competent Authorities to carry out development of Phase – I of the Project and/or of the Project;
- 8.3 There are no encumbrances upon the Said Land or on Phase – I of the Project and/or the Project.
- 8.4 There are no litigations pending before any Court of law or Authority with respect to the Said Land, Phase – I of the Project and/or the Project and/or the Said Unit.
- 8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Phase – I of the Project, Said Land and the Said Unit 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 Phase – I of the Project, Said Land, Said Unit and Common Areas;
- 8.6 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;

- 8.7 The Promoter has not entered into any agreement for sale and/or development agreement (except the Said Agreement by and between the Owner, Shakuntala and the Promoter) or any other agreement / arrangement with any person or party with respect to the Said Land, including the Phase – I of the Project and/or the Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- 8.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement.
- 8.9 At the time of execution of the conveyance deed the Promoter or earlier as may be so agreed, as the case may be, shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the Promoters collectively will hand over the possession and convey the Common Areas or undivided share thereof, as the case may be to the association of allottees.
- 8.10 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;
- 8.11 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 Phase - I to the competent authorities till the possession of the Said Unit or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **SIXTH SCHEDULE** hereto) has been handed over to the Allottee and/or the association of allottees, as the case may be.

- 8.12 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 Promoters or any of them in respect of the Said Land and/or the Phase - I.

## **9 COVENANTS & RIGHTS OF THE ALLOTTEE**

**9.1** The Allottee, with the intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants and agrees with the Promoters as follows:

9.1.1 that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;

9.1.2 that, on and from the Possession Date, as mentioned in para 7.1 above, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses to the Promoter or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter or the Association, as the case may

be, failing which the Promoter or the Association, as the case may be, shall be entitled to take such action as it may deem fit;

9.1.3 that the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project, in such manner as may be decided by the Promoter or the Association, as the case be, from time to time in this regard;

9.1.4 that the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Promoter or the Association, as the case maybe, and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoter or the Association, as the case maybe, from time to time;

9.1.5 that the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as “**Outgoings**”) related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment and/or Promoter and/or the Association, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by

the Promoter or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;

- 9.1.6 that the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Owner and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 9.1.7 that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter or the Association;
- 9.1.8 that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Co-buyers in the Project/Complex, the same shall be in the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project/Complex;
- 9.1.9 that the Allottee shall ensure that the Association shall grant to the Promoters, the Owner and the Co-buyers and/or Co-occupiers of the Project/Complex and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- 9.1.10 that the Allottee shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee



shall use the garage or parking space allotted to them only for the purpose of keeping or parking vehicles;

9.1.11 that the Allottee agrees that the Promoter and/or the Association, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project/Complex, and the Allottee agrees to permit the Promoter and/or the Association to enter into the Apartment 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.

9.1.12 that the Allottee hereby accepts not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Apartment and the Building; (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment; and/or (3) the common lobby; and the Allottee shall not block the common lobby by installing/fixing shoe racks and/or install/fix tiles in the balcony; also the Allottee shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.

9.1.13 that the Allottee hereby accepts not to alter, modify or in any manner change the structure or any civil construction in the Apartment and the Building. The Allottee 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;

9.1.14 that the Allottee hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances;

9.1.15 that the Allottee hereby also accepts not install any collapsible gate outside the main door / entrance of the Apartment and also not to install any grill on the balcony or verandah;

9.1.16 that the Allottee hereby also accepts not to change/alter/modify the name of the Building from that mentioned in this Agreement; and

9.1.17 that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

## **10 EVENT OF DEFAULTS AND CONSEQUENCES:**

**10.1** Subject to the Force Majeure clause, the Promoters shall be considered under a condition of Default, in the following events:

**10.1.1** The Promoter (for no fault of Owner & Shakuntala) fails to provide ready to move in possession of the Said Unit to the Allottee with in the time period specified in Para 8.9 or fails to complete Phase - I within the stipulated time disclosed at the time of registration of Phase - I with the Authority. For

the purpose of this para, 'ready to move in possession' shall mean that the Said Unit 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.

**10.1.2** Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of registration under the provisions of the Act or the Rules or Regulations made there under.

**10.2** In case of Default by 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 for the Said Unit and also for the Extras and Deposits. 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; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Unit, also towards Extras and Deposits along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Phase - I or terminate the Agreement the Allottee shall be paid, by the Promoter

(for the amounts received) interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Unit, which shall be paid by the Owner and Promoter No.1 to the Allottee within forty-five days of it becoming due.

**10.3** The Allottee shall be considered under condition of Default, on the occurrence of the following events:

- i. In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan as mentioned in the **FIFTH SCHEDULE** hereto or fails to make payment of Extras and Deposits in the manner provided in this Agreement, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount respectively due 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 two consecutive months after notice from the Promoter may cancel the allotment of the Said Unit in favour of the Allottee and refund the money paid to the Promoter by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

#### **11. CONVEYANCE OF THE SAID UNIT:**

The Promoters shall (after the Promoter receives the Total Price of the Said Unit and after the Promoter receive amounts due towards the Extras and Deposits as mentioned in the **FIFTH SCHEDULE** below from the Allottee), execute a conveyance deed and Promoter (with the Owner and Shakuntala being

Confirming Parties) convey the title of the Said Unit to the Allottee along with the undivided proportionate title in the Common Areas to the Association. In case, however, the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoters to withhold registration of the conveyance deed in favor of the Allottee till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

## **12. MAINTENANCE OF THE SAID UNIT/ PHASE – I/PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in Phase – I of the Project and/or the Project till the taking over of the maintenance of Phase – I of the Project and/or the Project by the association of allottees upon the issuance of the completion certificate (or such other certificate, by whatever name called, issued by the competent authority) of Phase – I of the Project and/or the Project.

### **12.1 INTERIM MAINTENANCE PERIOD**

During the interim maintenance period between obtaining of the completion certificate of Phase – I of the Project and/or the Project and formation of the association, the Promoter shall either itself or through a facility management company run, operate, manage and maintain the Common Areas.

12.1.1. The Promoter shall collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis, if any.

12.1.2 The maintenance and management of Common Areas by the Promoter during the interim maintenance period 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.

12.1.3 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 allottees are bound to follow the same.

12.1.4 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.

## **12.2 FORMATION OF ASSOCIATION**

12.2.1 The Promoter shall, in accordance with Applicable Laws submit and/or cause to be submitted the relevant documents to the competent authority for formation of the association and thereafter call upon the apartment owners (and/or a majority of such owners, as the case may be) to form an association ("ASSOCIATION"), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for

(i) Formation of the Association, and

(ii) Transfer of the Common Areas to the Association, including but not

limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

12.2.2. Each unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment/unit. Further, in the event a unit is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.

12.2.3 Upon formation of the Association, the Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the

Promoter and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Owner and the Promoter fully safe, harmless and indemnified in respect thereof.

12.2.4 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be pooled into a Sinking Fund (“**Sinking Fund**”). The Allottee further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several Co-Buyers of the Project/Complex to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the several Co-Buyers and/or co-owners of the Project, inter alia, as a sinking fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Allottee shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the



Association shall jointly and severally keep the Promoter indemnified for the same.

12.2.5 The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

12.2.6 The Promoter and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project/Complex. Such payment towards the Sinking Fund shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.

12.2.7 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance

and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.

12.2.8 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Project.

12.2.9 The Allottee also agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.

12.2.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the

notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

12.2.11 It has been agreed by the parties that the Association (s) of all the Allottees of all the buildings in the Project as and when the Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Project together with all easement rights and appurtenances belonging thereto.

### **13. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession of the Said Unit to the Allottee, 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

### **14. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and open 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 Said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE:**

The basement(s) and service areas, if any, within Phase – I of the Project and/or the Project shall be earmarked for purposes as per the Plan sanctioned by the authorities. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as common, and the right to use spaces which shall be reserved either as Limited Common Area or otherwise for use by the Association of allottees formed by the Allottees or caused to be formed for the allottees for rendering maintenance services shall remain with the person/Association, as the case may be, for whom the Limited Common Area is earmarked.

**16. COMPLIANCE WITH RESPECT TO THE SAID UNIT:**

**16.1** Subject to Para 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, 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 Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances there to 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 of Phase – I of the Project in which the

Said Unit is situated is not in any way damaged or jeopardized.

**16.2** The Allottee further undertakes, assures and guarantees that the Allottee 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 Phase – I of the Project, buildings therein or Common Areas. The Allottees 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 Said Unit or place any heavy material in the common passages or staircase of the building of the Phase - I. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Said Unit.

**16.3** 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 association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of the Said Unit with full knowledge of all laws, rules, regulations, notifications applicable to Phase – I of the Project and/or the Project.

**18. ADDITIONAL CONSTRUCTION**

The Promoter undertakes that it has not right to make additions or to put up

additional structure(s) anywhere in Phase – I of the Project and/or the Project after the building plan, layout plan, sanction plan, and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in this Act.

**19. PROMOTERS SHALL NOT MORTGAGE OR CREATE CHARGE:**

After the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the Said Unit and if any such mortgage or charge is already 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 the Said Unit.

**20. APARTMENT OWNERSHIP ACT**

The Promoter have assured the Allottee that Phase – I of the Project and/or the Project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Promoter has duly complied with and/or will comply with all such laws/regulations as applicable.

**21. BINDING EFFECT:**

Forwarding of this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30(thirty)days

from the date of receipt by the Allottee and secondly, (if so directed by Promoter) 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 (thirty) days from the date of its receipt of this Agreement (in duplicate) by the Allottee and/or appear before the concerned 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(thirty) days from the date of its receipt by the Allottee, the 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.

**22. ENTIRE AGREEMENT:**

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

**23. RIGHT TO AMEND:**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of

the Said Unit and Phase – I of the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser(s) of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit for all intents and purposes.

**25. WAIVER NOT LIMITATION TO ENFORCE:**

- a. 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 as mentioned in the **FIFTH SCHEDULE** hereto 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 be binding on the Promoter to exercise such discretion in the case of other allottees also.
- b. 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 hand every provision.

**26. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the Phase - I, the same shall be the proportion which the carpet area of the Said Unit bears to the total carpet area of all the units in the Phase - I.

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoters through their respective authorized signatory especially Promoter who is the Vendor of the Said Unit at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee and the Promoters. Simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

That all notices to be served on the Allottee and the Promoters or any one or more of them, as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or such Promoter or Promoters by Registered Post at their respective address given herein above.

It shall be the duty of the Allottee and the Promoters 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 Promoters or any one or more of them to whom such communication is addressed or the Allottee, as the case may be

**31. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoters 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.

**32. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Said Unit, prior to the execution and registration of this Agreement for Sale for the Said Unit, shall not be construed to limit the rights and interests of the Allottee under this Agreement for Sale or under the Act or the rules or the regulations made there under.

**33. 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 there under including other applicable laws of India for the time being in force.

**34. 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 through the adjudicating officer appointed under the Act.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(SAID LAND)**

ALL THAT piece and parcel of “Bastu” Land measuring 97 Decimals be the same a little more or less comprised in R.S. Dag No. 412 corresponding to L.R. Dag No.580, R.S. Khatian No.203 corresponding to L.R. Khatian No.3742, Hal Khatian No. 5692 situated within the Mouja – Podrah, J.L. No. 48, under Police Station- Sankrail, District – Howrah under the Thana Makura Ram Panchayet within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihati.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Devolution of Title)**

- A. Originally the property situated at Mouza-Podrah, J.L. No. 38, R.S. Dag No.412, 552 corresponding to L.R. Dag No.580 and 697 respectively under

R.S. Khatian No.203 and 115 corresponding to L.R. Khatian No. 3742, Hal Khatian No.56982, measuring about 97 Sataks/Decimals of Sali Land, be the same a little more or less (in Dag No. 580) and 20 Satak /Decimals of Bastu Land, be the same a little more or less (in Dag No. 697) in total 117 Satak/Decimal, be same a little more or less of the property belonged to one Bhupal Krishna Dutta, son of Rebati Raman Dutta who, on 18<sup>th</sup> February, 1963 transferred his right, title, interest and possession of the aforesaid property in favour of one GobardhanJayswal by execution and registering a deed of sale for a valuable consideration which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 15, Pages 220 to 229, Being No.576 for the year 1963.

- B. The said Gobardhan Jayaswal during his life time executed his Last Will and Testament on 15<sup>th</sup> February, 1971 whereby as where under the bequeathed all his properties including the entirety of the property mentioned above (more fully and particularly mentioned and described in **FIRST SCHEDULE** hereunder written and hereinafter referred to as the “**ENTIRE PREMISES**”). favor of his son Samar Singh Jayaswal and in the said Last Will and Testament the said Gobardhan Jayaswal appointed his son Sri Samar Singh Jayaswal as an executor of the said Last Will and Testament.
- C. The said Gobardhan Jayaswal died testate on 23<sup>rd</sup> August, 1973 and after the death of the said Gobarhan Jaiswal, his son Samar Singh Jaiswal, the Executor to the said Last Will and Testament dated 15<sup>th</sup>February, 1971, applied in the Court of the Learned District Delegate at Alipore for grant of probate of the said Last Will a Testament dated 15<sup>th</sup> February, 1971 made and published by the said Gobarhan Jaiswal which probate case was marked as Case No. 327 o 2005 and the Learned District Delegate at Alipore,

Kolkata on 28<sup>th</sup> July, 2006 granted probate of the said Last Will and Testament dated 15<sup>th</sup> February, 1971 of the said Gobardhan Jaiswal in favor of the said Samar Singh Jaiswal.

- D. By virtue of the grant of probate of the said Last will and Testament dated 15<sup>th</sup> February, 1971 of the said Gobardhan Jayaswal, the said Samar Singh Jayaswal became absolute owner and was seized and possessed of and sufficiently entitled to the properties (including the properties mentioned Clause A above) applied to the Settlement Office at Howrah for mutation and got his name mutated and also got a separate L.R. Khatian Number being 3742 in respect of the said property as mentioned in clause 'A' above and paid the Khazna (tax) to the Local Makua Gram Panchayat and "Khazna" to the Local Settlement Office.
- E. While being in possession of the said property, as mentioned in clause 'A' the said Samar Singh Jayaswal by a registered Deed of Gift dated 28<sup>th</sup> April, 2014 made between Samar Singh Jayaswal, described therein as the Donor of the One Part and Sri Raaj Bardhan Jayaswal, described therein as the Donee of the Other Part, the Donor therein in consideration of love and affection towards his younger son the Donee therein, gifted, transferred and transferred a portion of the aforesaid Property meaning 97 Decimals, more or less, to the Donee therein absolutely and forever which gift deed was registered in the office of D.S.R. Howrah and recorded in Book No. I, Volume No. 24, Pages 703 to 720 Being No.7179 for the year 2014.
- F. By virtue of the aforesaid registered Deed of Gift, the said Sri Raaj Bardhan Jayaswal became the absolute owner of ALL THAT THE piece and parcel of

“sali land” measuring 97 Decimals, be the same a little more or less, comprised in R.S. Dag No. 412 corresponding to L.R. Dag No.580, R.S. Khatian No.203 corresponding to L.R. Khatian No.3742, Hal Khatian No. 5692 situated within the Mouja – Podrah, J.L. No. 48, under Police Station-Sankrail, District – Howrah under the Thana Makura Ram Panchayet within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihati more particularly described in the **FIRST SCHEDULE** hereunder written and free from all encumbrances, liens, lispendens, charges, mortgages, acquisitions, requisitions, whatsoever, and howsoever and is in khas possession of the said property and is enjoying the same without any obstructions, interferences whatsoever and howsoever.

- G. The said RaajBardhanJayaswal duly caused the said property mutated in his name in the records of the B.L. & L.R.O. and after mutation was allotted separate Khatian being No. 5792.

**THE THIRD SCHEDULE ABOVE REFERED TO**

(Common Areas)

**ALL THAT** the common areas, facilities, amenities and/or the portions of Phase – I of the Project and/or the Project, (excluding the Limited Common Area) which will be earmarked/meant by the Promoter (in consultation with Owner and Shakuntala) for beneficial common use and enjoyment of the Allottee/occupants of the buildings of the Phase - I and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoter No.1.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Said Unit)

**ALL THAT** the unit being situated and the garage and the servant's quarter within the Phase - I all of them delineated on the plan annexed hereto and bordered in colour "**BROWN**" thereon on the plan annexed being **Annexure-A** hereto **TOGETHER WITH** the right to use the Common Areas in common with the other occupants of the building of the Phase - I **AND TOGETHER WITH** the exclusive right to use the Vehicle parking space(s) **AND ALSO TOGETHER WITH** the exclusive right to use the attached open terraces, if any, as per details given herein below;

- i) Unit being No : \_\_ in block no. \_\_ on the \_\_ (fourth) floor having carpet area of \_\_\_\_\_ sq. ft., more or less shown in "Brown" border on Plan "A" annexed.
- ii) Garage being no. **NIL** in building no. \_\_\_\_\_ on floor \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. ft., more or less shown in "Brown" border on Plan "A" annexed..
- iii) Servants Quarter No. **NIL** in building no. \_\_\_\_\_ on floor \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. ft., more or less shown in "Brown" border on Plan "A" annexed..
- iv) Open car parking space No(s.) **NIL** on the \_\_\_\_\_ floor (\_\_\_ sq. ft. each more or less) (shown in "Green" colour on plan annexed) being Annexure "**B**"
- v) Covered car parking space No.(s) 1(one) on the \_\_\_\_\_ floor, (\_\_\_ sq. ft. each, more or less) (shown in "Purple" colour on Plan "B" annexed).
- vi) Open two wheeler parking space No(s) **NIL** (\_\_\_\_\_ sq. ft. each) (shown in "Blue" colour on Plan "B" annexed)
- vii) Covered two wheeler parking space No(s) **NIL** (\_\_\_\_\_ sq. ft. each) (shown in "Violet" colour on Plan "B" annexed)
- viii) Open terrace (s) **NIL** sq. ft. (shown in "Yellow" colour on Plan "A" annexed)

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(PART – I)****(Total Price)**

Rs. 33,25,750/- (Rupees Thirty Three Lakhs Twenty Five Thousand Seven Hundred and Fifty) only for the Said Unit to be paid by the Allottee to the Owner in the manner as mentioned in Part – II below:

**(PART – II)****(Manner of Payment)**

	<b>Payment Schedule</b>	Percentage of total payment to be made
1.	Booking Amount	1,00,000/-
2.	Money paid with Application	
3.	On or before execution of this _____	
4.	On completion of foundation	
5.	On completion of __ floor roof casting	
6.	On completion of __ floor roof casting	
7.	On completion of __ floor roof casting	
8.	On completion of __ floor roof casting	
9.	On completion of brickwork	
10.	On completion of flooring	
11.	On completion of outside painting	
12.	On completion of handing over the flat	
	<b>T o t a l :</b>	<b>100%</b>

**(PART – III)****(Extras)**

- (i) All costs, charges and expenses for making any addition or alteration or providing at the request of the Allottee any additional facility or utility in or



relating to the Said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional extra common facility or- utility to the owners of flats/shops/saleable spaces in the Phase - I in addition to those mentioned herein payable before the work is commenced by the Allottee. It being clarified that if by reason of such additional work any delay shall be caused in completion of the construction of the Unit/Common Areas ultimately resulting in any delay in delivering possession of the Said Unit by the Promoter to the Allottee, the Promoter shall not be liable for any interest/damages/compensation etc. if any suffered, to the Allottee AND the time for delivery of possession in such event shall, if so extended, till the date of delivery of possession of the completed Said Unit by the Promoter to the Allottee.

- (ii) Betterment fees, development charges and other levies, taxes, duties, and statutory liabilities that may be charged on the Said Land or the Said Unit or on the transfer thereof or the construction thereof partially or wholly as the case may be and the same shall be paid by the Allottee within 7 days of the demand in that behalf made by the Promoter.
- (iii) The Allottee shall also pay to the Promoter the following;
  - (a) Proportionate share of costs charges and expenses for installation of Transformer (in any installation) with allied equipments, switches accessories and materials calculated at the rate of Rs. 2 /- (Rupees two) only per square foot of the carpet area of the Said Unit."
  - (b) Costs for providing MS Grill for the Windows at actual, if required.
  - (c) Proportionate reimbursement of the insurance premium payable for the building/Project.
  - (d) GST as applicable and other similar levy as would be payable and applicable.

- (e) In case of any deviation / or changes to be made in the Said Unit, the penalty payable to the authorities will also be payable as may be so demanded by the authorities.
- (f) Legal/documentation Charges @ Rs. 20,000/- for the Said Unit.
- (g) Stamp Duty/Registration Charges/Incidental Expenses.
- (h) Any other expenses on this account as may be so applicable and/or so mutually agreed.

**(PART – IV)**

**(Interest free Deposit)**

**(on the basis of per square feet of carpet area of the Said Unit)**

1. Municipal and other Rates and Taxes and outgoings @ Rs. 10/- (rupees ten only).
2. Maintenance Charges @ Rs.25/- (rupees Twenty Fiveonly).
3. Deposit for Corpus fund @ Rs. 50/- (rupees fifty only).

Notes:

1. The Extra charges and the deposits will be payable within 15 days or from the date of such demand by the Promoter in the manner as the Promoter so decides.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(Specifications, Amenities and Facilities)**

(Give details)

**IN WITNESS WHEREOF** the Parties hereinabove named have set their respective hands and seals at\_\_\_\_\_in the presence of attesting witness, signing as such on the day month and year above written.

**SIGNED AND DELIVERED BY**

**THE WITHIN NAMED:**

Promoter:

Signature (Authorized Signatory):

Name:

Address:

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

**WITNESSES:**

Signature:

Signature

Name:

Name

Address:

Address

**SIGNED AND DELIVERED**

**BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

Signature:

Signature

Name:

Name

Address:

Address

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

**WITNESSES:**

Signature:

Signature

Name:

Name

Address:

Address

