

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("Agreement")** is made on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and Seventeen, at Kolkata

**BETWEEN**

**Bengal Shriram Hi-Tech City Private Limited** (Income Tax PAN - **AAKCS3576J**), a Company incorporated under the Companies Act, 1956, having its registered office at No. 40/43 Nagashree Chambers, 8th Main, 4th Cross R.M.V Extension, Sadashivnagar, Bangalore - 560080 and Kolkata office at Level – 7, Block – B, "Victoria Park", Block GN, Plot 37/2, , Sector V, Salt Lake, Kolkata – 700091, represented by its Director/Authorised Signatory, Mr. \_\_\_\_\_ (Income Tax PAN/DIN No - \_\_\_\_\_), son of Mr. \_\_\_\_\_, residing at \_\_\_\_\_ and hereinafter referred to and identified as the "**SELLER**" (which term or expression shall unless repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**

**AND****In case of a single applicant:**

Mr./Ms./Mrs. \_\_\_\_\_ (PAN/Aadhar No. \_\_\_\_\_), aged about \_\_\_\_ years, son of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_ (hereinafter referred to as the "**PURCHASER**", which term or expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include his heirs, legal representatives, administrators, successors-in-interest, executors and/or permitted assigns) of the **OTHER PART**

**[OR]****In case of joint applicants:**

Mr. \_\_\_\_\_ (PAN/Aadhar No. \_\_\_\_\_), aged about \_\_\_\_ years, son of \_\_\_\_\_, and Mrs. \_\_\_\_\_ (PAN/Aadhar No. \_\_\_\_\_), aged about \_\_\_\_\_ years, wife of \_\_\_\_\_, both residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District- \_\_\_\_\_, PIN \_\_\_\_\_, (hereinafter jointly referred to as the "**PURCHASERS**", which term or expression shall unless repugnant to the subject or context thereof, be deemed to mean and include their respective heirs, legal representatives, administrators, successors-in-interest, executors and/or permitted assigns) of the **OTHER PART;**

**[OR]****Where Purchaser is a Company:**

\_\_\_\_\_ (PAN \_\_\_\_\_) & (CIN \_\_\_\_\_), a Company incorporated under the Companies Act, 1956 or the Companies Act, 2013 (as the case may be) and having its registered office at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District- \_\_\_\_\_, PIN \_\_\_\_\_, duly represented by its director/authorised signatory, Mr./Mrs. \_\_\_\_\_, son daughter of \_\_\_\_\_ (PAN/Aadhar No. \_\_\_\_\_), by occupation \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District- \_\_\_\_\_, PIN \_\_\_\_\_, (hereinafter referred to as the "**PURCHASER**", which term or expression shall unless repugnant to the subject or context be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**

**[OR]****Where Purchaser is a Partnership:**

\_\_\_\_\_, (PAN \_\_\_\_\_), a partnership firm established under the Indian Partnership Act, 1932 and having its office at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District- \_\_\_\_\_, PIN \_\_\_\_\_, and represented by its Managing/Authorised Partner, Mr./Mrs \_\_\_\_\_, (PAN/Aadhar No. \_\_\_\_\_), aged about \_\_\_\_ years, son/daughter/wife of \_\_\_\_\_ by occupation \_\_\_\_\_, and residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District- \_\_\_\_\_, PIN \_\_\_\_\_, (hereinafter referred to as the "**PURCHASER**", which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **OTHER PART**

**[OR]****Where Purchaser is an LLP:**

\_\_\_\_\_, (PAN \_\_\_\_\_) & (LLPIN \_\_\_\_\_), a limited liability partnership incorporated in accordance with the Limited Liability Partnership Act, 2008, having its registered office at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District- \_\_\_\_\_, PIN \_\_\_\_\_, duly represented by its

partners/designated partners, Mr/Mrs \_\_\_\_\_ (PAN/Aadhar No. \_\_\_\_\_), aged about \_\_\_ years, son/daughter/wife of \_\_\_\_\_, by occupation \_\_\_\_\_, and residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District- \_\_\_\_\_, PIN \_\_\_\_\_, (hereinafter referred to as the "**PURCHASER**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**

[OR]

**Where Purchaser is a Society/Trust:**

\_\_\_\_\_ (PAN \_\_\_\_\_), a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 (or applicable Act) and having its office at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District- \_\_\_\_\_, PIN \_\_\_\_\_, and represented by its Managing Trustee/Duly Authorized Representative(s)/ President/Secretary, Mr/Mrs. \_\_\_\_\_, (PAN/Aadhar No. \_\_\_\_\_), aged about \_\_\_ years, son/daughter/wife of \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District- \_\_\_\_\_, PIN \_\_\_\_\_, (hereinafter referred to as the "**PURCHASER**", which expression shall unless repugnant to the context or meaning thereof mean and include any or all the trustees (as the case may be) of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the **OTHER PART**

[OR]

**Where Purchaser is an HUF:**

\_\_\_\_\_ (PAN/Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, aged \_\_\_\_\_ years, for self and as Karta of the Hindu Undivided Family known as \_\_\_\_\_ HUF, (PAN \_\_\_\_\_) having its place of business/residence at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District- \_\_\_\_\_, PIN \_\_\_\_\_, (hereinafter referred to as the "**PURCHASER**", which expression shall unless repugnant to the context or meaning thereof mean and include all the members of the HUF and their respective heirs, executors, legal representatives, administrators and permitted assigns) of the **OTHER PART**

[The "**Seller**" and the "**Purchaser/s**" is/are hereinafter referred to individually as a "**Party**" and collectively as "**Parties**"]

**WHEREAS:**

- A. One Hindustan Motors Limited, having its registered office at Birla Building, 9/1, R.N. Mukherjee Road, Kolkata – 700001 ("**HML**"), was in possession and enjoyment of approximately 709 acres of land comprised in various Dag Nos./plot nos. situated in Mouza Bara Bahera, J.L. No. 5, Mouza Khorda Bahera, J.L. No. 6, Mouza Konnagar, J.L. No. 7, Mouza Kotrong, J.L. No. 8, Mouza Bhadrakali, J.L. No. 9 and Mouza Makhla, J.L. No. 11, under various Khatian Nos. within the jurisdiction of Uttarpara Police Station in the District of Hooghly, West Bengal.
- B. By virtue of an order vide Memo No. 2675-GE(M)/5M-03/06 dated 13<sup>th</sup> September, 2006 issued by the Land and Land Reforms Department of the Government of West Bengal ("**Government Order**"), contiguous land parcel admeasuring 314 acres of land comprised in various dag/plot nos. under the Mouzas Bara Bahera, Khorda Bahera, Konnagar, Kotrong, Bhadrakali and Makhla, out of the land admeasuring 709 acres which was under the possession and enjoyment of HML, was technically resumed by the Government of West Bengal and resettled in favour of HML along with freehold rights to develop or cause to be developed a township on the said freehold land or part thereof and to sell, lease or otherwise dispose of the whole or substantial part of the said freehold land in the manner and subject to the terms and conditions contained in the Government Order.
- C. Subsequently, Bengal Shriram Hi-Tech City Private Ltd., the Seller herein, has purchased the entire 314 acres of freehold land comprised in various dag/plot nos. under the Mouza Khorda Bahera, J.L. No. 6, Mouza Konnagar, J.L. No. 7, Mouza Bara Bahera, J.L. No. 5, Mouza Kotrong, J.L. No. 8, Mouza Bhadrakali, J.L. No. 9 and Mouza Makhla, J.L. No. 11 under L.R. Khatian Nos. 1808, 11976, 4129, 5798, 7798, 5935 under the jurisdiction of the Uttarpara Police Station and within the local limits of Uttarpara-Kotrong Municipality and Kanaipur Gram Panchayat in the District of Hooghly, West Bengal ("**Township Land**") from the erstwhile owners HML in 5 (five) separate parts/lots (LOT-A, B, C, D & E) by way of 5 (five) separate Sale Deeds.

- D. The said Bengal Shriram Hi-Tech City Private Ltd., the Seller herein, is developing an integrated township named "**SHRIRAM GRAND CITY**" in a phase wise manner in conformity with the terms and conditions of the Government Order ("**Township**"). The Township shall be developed in phases, each of which constitutes a separate project.
- E. By a **Sale Deed dated 2<sup>nd</sup> September, 2009** made between HML, therein referred to as the "Vendor" of the One Part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the Seller herein, therein referred to as the "Purchaser/s" of the Other Part, which was registered in the office of the Additional Registrar of Assurances-III, Kolkata and duly recorded in Book – I, Volume No. 3, Pages 2755 to 2783 being Deed No. 01415 for the year 2009, the said HML sold, transferred and conveyed in favour of the said Bengal Shriram Hi-Tech City Pvt. Ltd., the Seller herein **ALL THAT** piece and parcel of land admeasuring **62.791 (sixty two point seven nine one)** acres, being the LOT-A of the Township Land (as defined in the recitals hereinabove), comprised in L.R. Dag Nos. 1887(P), 1888(P), 1889(P), 1894(P), 1895(P), 18996(P), 1902(P), 1903(P) and 1904(P) under R.S. Khatian No. 1677, L.R. Khatian No. 1808 in Mouza Khorda Bahera, J.L. No. 6 and L.R. Dag Nos. 4473 and 4474(P) under R.S. Khatian No. 11721, L.R. Khatian No. 11976 in Mouza Konnagar, J.L. No. 7 situated under the Uttarpara Police Station within the limits of Kanaipur Panchayat of Hooghly District in West Bengal {hereinafter referred to and identified as the "**LOT-A LAND**", more particularly described in the Second Schedule thereunder written and shown surrounded by green colour boundary on the plan annexed thereto and marked as Annexure "B" (which has also been demarcated by placing pillars around the boundary of the Premises)} free from all encumbrances at or for the consideration and on other terms and conditions mentioned therein.
- F. By a **Sale Deed dated 5<sup>th</sup> December, 2008** made between HML, therein referred to as the "Vendor" of the One Part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the Seller herein, therein referred to as the "Purchaser/s" of the Other Part, which was registered in the office of the Additional District Sub-Registrar, Sreerampore, Hooghly and duly recorded in Book – I, Volume No. 11, Pages 11712 to 11734 being Deed No. 07409 for the year 2008, the said HML sold, transferred and conveyed in favour of the said Bengal Shriram Hi-Tech City Pvt. Ltd., the Seller herein **ALL THAT** piece and parcel of land admeasuring **62.80 (sixty two point eight zero)** acres, being the LOT-B of the Township Land (as defined in the recitals hereinabove), comprised in L.R. Dag Nos. 1627, 1628, 1644, 1645, 1646, 1647(P), 1676, 1886, 1887(P), 1888(P), 1889 (P), 1890, 1891(P), 1892, 1893, 1894(P), 1895(P), 1896(P), 1897(P), 1898(P), 1899(P), 1900(P), 1901(P), 1902(P), 1903(P), 1904(P) and 1886/1986 under R.S. Khatian No. 1677, L.R. Khatian No. 1808 in Mouza Khorda Bahera, J.L. No. 6 and L.R. Dag Nos. 4474(P), 4475 and 4476(P) under R.S. Khatian No. 11721, L.R. Khatian No. 11976 in Mouza Konnagar, J.L. No. 7 situate under the Uttarpara Police Station within the limits of Kanaipur Panchayat of Hooghly District in West Bengal {hereinafter referred to and identified as the "**Lot-B LAND**", more particularly described in the Second Schedule thereunder written and shown surrounded by green colour boundary on the plan annexed thereto and marked as Annexure "B" (which has also been demarcated by placing pillars around the boundary of the Premises)} free from all encumbrances at or for the consideration and on other terms and conditions mentioned therein.
- G. Subsequently, based on the scrutiny of the Survey Report filed by the office of the Block Land & Land Reforms Officer ("**BL&LRO**"), Sreerampore-Uttarpara vide Memo No. 287/SRU/09 dated 18<sup>th</sup> (eighteenth) March, 2009, it was discovered by the Seller herein that there were several inconsistencies and discrepancies in the R.S. Dag Nos. corresponding or relating to the L.R. Dag Nos. of the various plots/parcels contained in the Lot-B Land purchased by it, as recited hereinabove.
- H. By a **Deed of Declaration dated 2<sup>nd</sup> September, 2009** made between HML, therein referred to as the "Vendor" of the One Part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the Seller herein, therein referred to as the "Purchaser/s" of the Other Part, which was registered in the office of the Additional Registrar of Assurances - III, Kolkata and duly recorded in Book – IV, Volume No. 6, Pages 2997 to 3018 being Deed No. 04308 for the year 2009, the various inconsistencies and discrepancies in the R.S. Dag Nos. corresponding or relating to the L.R. Dag Nos. of the various plots/parcels contained in the Lot-B Land purchased by the Seller were finally rectified.
- I. By virtue of the **Sale Deeds dated 5<sup>th</sup> (fifth) December, 2008 and 2<sup>nd</sup> (second) September, 2009** more particularly set out under Recital E and F hereinabove and the **Deed of Declaration dated 2<sup>nd</sup> (second) September, 2009**, more particularly set out under Recital H hereinabove, the Seller has become the sole owner of and is absolutely seized and possessed of or otherwise sufficiently entitled to the Lot-A and Lot-B Land.

- J. The Seller has subsequently been recorded as a "Raiyat" in respect of the Lot-A and Lot-B Land in the Record-of-Rights maintained at the office of BL&LRO, Sreerampore -Uttarpara.
- K. The Phase-I of the Township is being developed in the name and style of "**GRAND ONE**" ("**Project**") on **ALL THAT** pieces and parcel of contiguous land altogether admeasuring 15.03 acres (equivalent to 60867 Sq. Mtrs.) out of the Lot-A & Lot-B Land falling within Mouza Konnagar, J.L. No. 7, Police Station – Uttarpara and comprised in L.R. Dag No. 4474(P) under L.R. Khatian No. 11976 within the Kanaipur Gram Panchayat in the District of Hooghly, West Bengal, more particularly described in the **Schedule I** hereunder written and hereinafter referred to as the ("**Project Land**").
- L. The Project Land has been converted and presently classified as "Upanagari" vide Order No. IX-2/07(Comm)/2358/1(7)/S/2015 dated 20<sup>th</sup> (twentieth) April, 2015.
- M. The Kolkata Metropolitan Development Authority ("**KMDA**"), vide its approval no. 477/KMDA/SPU/I-5/2009(SWC) dated 23<sup>rd</sup> (twenty-third) November, 2016, has sanctioned the building plans for the Project. Subsequently, the Seller has applied to KMDA for revision of the sanctioned plan vide application no. BS/OPS/KMDA/17-18/002 dated 10<sup>th</sup> (tenth) April, 2017.
- N. The Project shall have 24 (twenty-four) multi-storied G+14 buildings comprising of 1/ 2/ 3 BHK residential apartments along with limited commercial spaces ("**Towers**") in 8 (eight) clusters ("**Clusters**"), as more particularly described in **Schedule II** hereunder written along with such Common Areas as well as Common Utilities, Facilities & Amenities as more particularly detailed in **Schedule V** hereunder written.
- O. The Purchaser/s being desirous of applying for the allotment of an apartment/shop within the Project, has obtained the prescribed application form ("**Application Form**") along with a copy of the General Terms & Conditions ("**GTC**") to be observed and complied with by an applicant/allottee, which have been issued by the Seller for the Project. In response to Application Form along with the GTC dated \_\_\_\_\_ duly made and signed by the Purchaser/s, the Seller, by an Allotment Letter dated \_\_\_\_\_ ("**Allotment Letter**"), has allotted ("**Allotment**") a residential apartment No. \_\_\_\_ having a SBUA (as defined hereinafter) \_\_\_\_ sq. ft. and Built Up Area of \_\_\_\_\_ sq. ft. and a Carpet Area (as defined hereinafter) of \_\_\_\_\_ sq. ft. along with Exclusive Balcony (as defined hereinafter) measuring \_\_\_\_ sq. ft., located on the \_\_\_\_ Floor of Tower \_\_\_\_ within Cluster \_\_\_\_ of "Grand One" of "Shriram Grand City", being constructed on the Project Land ("**Apartment**") ALONG WITH exclusive, perpetual, transferable and heritable right to park a vehicle in \_\_\_\_ designated Car Parking Space(s) TOGETHER WITH the undivided, proportionate right to use the Common Areas as well as the Common Utilities, Facilities & Amenities in the Project, more particularly mentioned in **Schedule V** hereunder written, in common with the Seller as well as the owners/lawful occupants of other apartments/shops comprised in the Project AND TOGETHER WITH the proportionate undivided indivisible impartible share in the Project Land attributable to the Built-Up Area of the Apartment in proportion to the sum total of the Built-Up Area of all the apartments and shops comprised in the Project in conformity with the Applicable Laws (hereinafter collectively referred to and identified as the "**Unit**", more particularly described in **Schedule III** hereunder written) which the Seller has agreed to sell and transfer and the Purchaser/s has/have agreed to purchase and acquire on ownership basis for a consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("**Sale Price**") and on the terms and conditions mentioned in the GTC and the Allotment Letter. The Apartment is delineated in the concerned Floor Plan annexed hereto which is marked as **Annexure-A** and duly bordered thereon in '**RED**'.
- P. On or before the execution of this Agreement, the Purchaser/s has/have paid the following amounts towards the payment of the Sale Price:
- a sum of Rs. 50,000 vide cheque/demand draft \_\_\_\_\_ *details* \_\_\_\_\_ as the prescribed amount mentioned in the Payment Schedule annexed to the GTC to be paid along with the Application Form ("**Application Money**"), which the Seller has duly realised.
  - a sum of Rs. \_\_\_\_\_/- vide cheque/demand draft \_\_\_\_\_ *details* \_\_\_\_\_ as the entire/part of the prescribed amount mentioned in the Allotment Letter payable by the Purchaser/s in the manner prescribed in the Payment Schedule annexed to the Allotment Letter ("**Allotment Money**"), which the Seller has duly realised.
- The Purchaser/s has/have agreed to pay to the Seller, the balance of the Sale Price and other charges and deposits in the manner more particularly detailed in the "**Payment Schedule**" mentioned in **Schedule IV** hereunder written.

- Q. Prior to the execution of these presents, the Purchaser/s has/have satisfied himself in respect of:
- the right, title and interest of the Seller in respect of the Project Land;
  - the approvals obtained in respect of the Project;
  - the building and layout plans sanctioned by the KMDA;
  - the location, shape, dimension and the Super Built-up Area(as defined hereinafter), Built-up Area (as defined hereinafter), Carpet Area (as defined hereinafter) of the Apartment (as defined hereinafter) and the area of the Exclusive Balcony (as defined hereinafter);
  - the specifications of construction of the Apartment (as defined hereinafter);
  - the various Common Areas in the Project;
  - the various Common Utilities, Facilities & Amenities provided in the Project;
  - the timelines for payment of the Sale Price, other charges and deposits, as mentioned in Schedule IV hereunder.
- R. The Seller is fully competent to enter into this Agreement and all the legal formalities with respect to the right title and interest of the Seller regarding the Project Land on which the Project is to be constructed have been completed.
- S. The Parties have confirmed that at the time of execution of this Agreement, the Parties are fully aware of all the Applicable Laws, rules, regulations, notifications, bye-laws etc. applicable to the Project.
- T. 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 under Applicable Laws, are now desirous of entering into this Agreement in pursuance of the GTC and the Allotment Letter, for the purpose of recording the detailed and comprehensive terms and conditions relating to the sale and purchase of the Unit as appearing hereinafter.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:**

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1 Definitions:

In addition to the terms defined elsewhere in the Agreement, the following capitalized terms shall have the meaning assigned to them herein below:

- "Apartment"** shall have the meaning ascribed to it under Recital O;
- "Allotment Money"** shall have the meaning ascribed to it under Recital P;
- "Application Money"** shall have the meaning ascribed to it under Recital P;
- "Application Form"** shall have the meaning ascribed to it under Recital O;
- "Applicable Laws"** means all applicable Government laws rules or regulations and any statutory re-enactment thereof including all amendments, modifications or supplements thereto;
- "Advance Core Maintenance Charge"** shall have the meaning ascribed to it in Clause 11.1(d);
- "Advance Township Maintenance Charges"** shall have the meaning ascribed to it in Clause 11.2(f);
- "Advance Maintenance Charges"** shall have the meaning ascribed to it in Clause 2.2(c)i ;
- "Allotment"** shall have the meaning ascribed to it under Recital O;
- "Allottee(s)"** shall mean the applicant(s) in whose favour an allotment of apartment/shop in the Project has been made by the Seller by issuance of an Allotment Letter;
- "Allotment Letter"** shall have the meaning ascribed to under Recital O;
- "Architect"** shall have the meaning ascribed to it in Clause 4.1(c);
- "Association"/ "Owners' Association"** shall mean an association to be formed by the owners of the various apartments/shops comprised in the Project in accordance with and under the provisions of the West Bengal Apartment Ownership Act, 1972, as amended;
- "BHK"** shall mean B = Bedroom, H= Hall & K = Kitchen;
- "BL&LRO"** shall have the meaning ascribed to it under Recital G;
- "Built-up Area"** shall mean the constructed area of the Apartment which includes the area of the Exclusive Balcony and also the thickness of the external walls and pillars and columns in the

- Apartment PROVIDED THAT if any wall or pillar or column be common between two apartments then, half of the area under such wall, column or pillar shall be included in each such Apartment;
- (q) **“Cancellation Charge”** shall mean the amount deducted from the Sale Price of the Unit on cancellation by the Purchaser/s but does not include the interest on delayed payments, Taxes & Duties and other charges required to be deducted/recovered from the Seller upon cancellation in terms of Clause 5.1(a) of this Agreement;
- (r) **“Cancellation Letter”** shall have the meaning ascribed to it in Clause 5.1 (a);
- (s) **“Cancellation Notice”** shall have the meaning ascribed to it in Clause 7.2(a);
- (t) **“Cancellation Period”** shall have the meaning ascribed to it in Clause 5.1(a) ;
- (u) **“Car Parking Space(s)”** shall mean the designated parking space(s) sanctioned by KMDA and available in limited numbers in the Project, reserved for exclusive use by the Purchaser/s for parking cars and two-wheelers to the exclusion of owners/lawful occupants of other apartments/shops in the Project;
- (v) **“Carpet Area”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- (w) **“Clause”** means a clause in this Agreement;
- (x) **“Clusters”** shall have the meaning assigned to it under Recital N;
- (y) **“Common Areas”** shall mean the areas available within the Project to be accessed, used and enjoyed in common with the Seller and all the owners/lawful occupants of other apartments/shops comprised in the Project, more fully and particularly described in PART-I of Schedule V but shall exclude Car Parking Space(s) as sanctioned by KMDA;
- (z) **“Common Utilities, Facilities & Amenities”** shall mean and include the facilities and amenities relating to the Project which are to be used and enjoyed in common with the Seller and all the owners/lawful occupants of other apartments/shops comprised in the Project, more fully and particularly described in PART II of Schedule V but shall exclude Car Parking Space(s) as sanctioned by KMDA;
- (aa) **“Corpus Deposit”** shall have the meaning ascribed to it in Clause 11.1 (e);
- (bb) **“Core Maintenance”** shall have the meaning ascribed to it in Clause 11.1 (a);
- (cc) **“Core Maintenance Charges”** shall have the meaning ascribed to it in Clause 11.1(c);
- (dd) **“Deemed Date of Possession”** shall have the meaning ascribed to it in Clause 4.1 (g);
- (ee) **“Defect Liability Period”** shall have the meaning ascribed to it under Clause 9(a);
- (ff) **“Demand Note”** shall have the meaning ascribed to it in Clause 2.3(a);
- (gg) **“Events of Default”** shall have the meaning ascribed to it in Clause 7.1 (a);
- (hh) **“Exclusive Balcony”** shall mean the area of the balcony which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser/s;
- (ii) **“Force Majeure Events”** shall have the meaning ascribed to it in Clause 19(o);
- (jj) **“Government Order”** shall have the meaning ascribed to it under Recital B;
- (kk) **“GTC”** shall have the meaning ascribed to it under Recital O;
- (ll) **“HML”** shall have the meaning ascribed to it under Recital A;
- (mm) **“Holding Charges”** shall have the meaning ascribed to it in Clause 4.2;
- (nn) **“Inspection Notice”** shall have the meaning ascribed to it under Clause 4.1(d);
- (oo) **“KMDA”** shall have the meaning ascribed to it under Recital M;
- (pp) **“Outstanding Amount”** shall mean the amount outstanding/due from the Purchaser/s as on a particular date in terms of this Agreement;
- (qq) **“Possession Date”** shall have the meaning ascribed to it in Clause 4.1(f);
- (rr) **“Possession Notice”** shall have the meaning ascribed to it in 4.1(e);
- (ss) **“Possession Period”** shall have the meaning ascribed to it in Clause 4.1(a);
- (tt) **“Project”** shall have the meaning ascribed to it under Recital K;
- (uu) **“Project Land”** shall have the meaning ascribed to it under Recital K;
- (vv) **“Sale Deed”** shall have the meaning ascribed to it in Clause 8.1(a);
- (ww) **“Sale Price”** shall mean the sale consideration payable by the Purchaser/s for purchasing the Unit as mentioned under Recital O as well as in Clause 2.2(a);
- (xx) **“SBUA”** shall mean super built-up area;
- (yy) **“Special Facilities”** shall have the meaning ascribed to it in Clause 13(a);
- (zz) **“Towers”** shall have the meaning ascribed to it under Recital N;
- (aaa) **“Township”** shall have the meaning ascribed to it under Recital D;
- (bbb) **“Township Land”** shall have the meaning ascribed to it under Recital C;
- (ccc) **“Township Maintenance”** shall have the meaning ascribed to it in Clause 11.2(d);
- (ddd) **“Township Maintenance Charges”** shall have the meaning ascribed to it in Clause 11.2(e);

- (eee) **"Total Payable Amount"** shall have the meaning ascribed to it in Clause 2.2(d);  
 (fff) **"Unit"** shall have the meaning ascribed to it under Recital O;

## 1.2 **Interpretation:**

- (a) Reference to a person includes a reference to a corporation, partnership firm, association or other jural entity and vice versa;
- (b) Words in singular shall include the plural and vice versa;
- (c) Reference to a gender includes a reference to all other genders;
- (d) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (e) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement; and
- (f) The Schedules shall have effect and be construed as an integral part of this Agreement;
- (g) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement;
- (h) The captions and headings in this Agreement are for convenience and reference only and do not enter into or become a part of the substance hereof;
- (i) All pronouns include the masculine, feminine, neuter, singular or plural and the name of persons, firms, corporations, trusts or the parties, as the context may require;

## 2. **AGREEMENT TO SELL, SALE PRICE AND TOTAL PAYABLE AMOUNT**

### 2.1 **Agreement to Sell:**

Subject to the terms and conditions of this Agreement, the Seller has agreed to sell and the Purchaser/s has/have agreed to purchase the Unit on the terms and conditions and in a manner as appearing hereunder.

### 2.2 **Sale Price & Total Payable Amount:**

- (a) The Sale Price payable by the Purchaser/s to the Seller for the Unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_);
- (b) The Sale Price is exclusive of any taxes and duties as appropriately detailed in Clause 15;
- (c) In addition to the Sale Price, the Purchaser/s shall also be liable to pay to the Seller, the following amounts on or before the date of possession in terms of this Agreement:
  - i. Advance Core Maintenance Charges as well as Advance Township Maintenance Charges equivalent to 24 (twenty-four) months' period as detailed in Clause 11 below (Management and Maintenance) (hereinafter collectively referred to as "**Advance Maintenance Charges**");
  - ii. The Corpus Deposit as detailed in Clause 11 below, towards Core Maintenance;
- (d) The total price payable by the Purchaser/s shall be an aggregate of the Sale Price, Corpus Deposit, Advance Maintenance Charges along with all applicable rates and taxes along with any other amount payable by the Purchaser/s in terms of this Agreement ("**Total Payable Amount**").
- (e) The Purchaser/s expressly and unequivocally agrees to pay the Total Payable Amount strictly in accordance with the Payment Schedule as mentioned in **Schedule IV** hereunder written.

### 2.3 **Payment:**

- (a) The Total Payable Amount shall be paid by the Purchaser/s strictly in accordance with the Payment Schedule and other terms of this Agreement. The Seller shall issue demand letters calling upon the Purchaser/s ("**Demand Note**") to pay such amount within 15 (Fifteen) days from the date of the Demand Note and the Purchaser/s shall make the payment within the said period. All payments shall be considered to have been received by the Seller only when the same is credited in the account of the Seller. In the event any Cheque/Draft submitted by any Purchaser/s is returned unpaid, the Purchaser/s shall have to pay, along with the unpaid amount, an additional amount of Rs. 1000/- (Rupees One thousand only) to the Seller.
- (b) Time to make the payment in accordance with the Payment Schedule/Demand Note is of the essence in this Agreement.

**2.4 Compliance of laws relating to remittances:**

- (a) The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 read along with the rules and regulations made thereunder along with all other Applicable Laws including that of remittance of payment for the acquisition/sale/transfer of immovable properties in India etc. and provide the Seller with such permission, approvals which would enable the Seller to fulfil its obligations under this Agreement. Any refund or 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 Purchaser/s understand/s and agree/s that in the event of any failure on his/her/their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they/it may be liable for any action under the Foreign Exchange Management Act, 1999 or other Applicable Laws.
- (b) The Seller accepts no responsibility with regard to matters specified in sub-clause (a) above. The Purchaser/s agrees that it shall keep the Seller fully indemnified and shall hold the Seller harmless at all times from any loss, expense or damage arising out of or caused to the Seller on account of a breach, non-compliance of the terms of sub-clause (a) above by the Purchaser. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Seller immediately and comply with necessary formalities as required under the Applicable Laws.

**2.5 Adjustment/Appropriation of Payments:**

The Seller shall be entitled to adjust/appropriate payments made by the Purchaser/s first against taxes & duties, interest payable or any outstanding dues under any head, if any, and then towards the instalment dues. The Purchaser/s shall be deemed to have authorised the Seller to do so and undertakes not to object to such adjustments made by the Seller.

**2.6 Delayed Payments:**

Any delayed payment shall carry an interest on the Outstanding Amount. Such interest so charged for the delayed payment shall be at the rate of State Bank of India highest Marginal Cost of Lending Rate plus two percent from the respective due dates till the date of full and final payment of the Outstanding Amount.

**3. CONSTRUCTION OF THE PROJECT/UNIT:**

- (a) The Seller shall construct the Project in accordance with the sanctioned plans, layout plans, building plans and designs approved by the concerned sanctioning authority and as per the specifications and particulars of construction, more fully and particularly contained in **Schedule VI**. The Seller shall also abide by the provisions of all the Applicable Laws, rules, regulations, bye-laws and notifications in force as may be applicable to the Project Land.
- (b) The Purchaser/s understand/s that the layout plans and sanctioned plans in respect of the Apartment may be subject to addition and/or alteration. The Seller shall, however, affect such additions and/or alterations after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws.
- (c) The Seller has agreed to provide the specifications as mentioned under Schedule VI. The Seller may, however, owing to circumstances beyond its reasonable control, at its sole discretion, change such specifications to other brands of the equivalent quality in accordance with the provisions of Applicable Laws.
- (d) Notwithstanding what has been stated above, the Seller may make such minor additions or alterations as may be required by the Seller or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or engineer after proper declaration and intimation to the Purchaser/s.
- (e) The Purchaser/s agree/s and acknowledge/s that the Seller shall have the right to make additions in the sanctioned plans, layout plans, of the apartments/shops, common areas within the Project to or put up additional floors/structures in the buildings in the Project after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws

and such additional structures may result in change in the proportionate interest in the Project Land, Common Areas and Common Utilities, Facilities & Amenities in the Project. The Seller shall also be entitled to connect the electricity, water and sanitary connections and drainage fittings for such additional structures with the existing sources after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws.

- (f) The Purchaser/s further agree/s that even after taking possession of the Unit, they shall have no objection for the Seller in continuing with the construction of additional structures and/or buildings adjacent to or above the Unit/Tower on any ground whatsoever (including nuisance). The Purchaser/s shall not claim any compensation or withhold any payment payable to the Seller for the same.
- (g) The Purchaser/s hereby gives consent to the Seller that the Seller shall have full right, title and interest to use and utilize the additional FSI/FAR/TDR in respect of the Project Land, after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws, even after the Sale Deed of all the units in the Project have been executed and the Purchaser/s or the Association or any member of the Association shall not raise any objection, individually or collectively, of whatsoever nature for the same.

#### 4. POSSESSION

##### 4.1 Possession

- (a) The Seller shall, subject to Clause 4.1(b), complete construction of the Unit and hand over possession thereof to the Purchaser/s within 48 (forty-eight) months from the date of the Allotment Letter with an additional grace period of 6 (six) months ("**Possession Period**").
- (b) The Seller shall, however, be entitled to an extension of the Possession Period, if the completion of construction and/or handover of possession of the Unit is delayed on account of:
  - i. "Force Majeure Events", as detailed in Clause 19(o);
  - ii. reasonable circumstances beyond the control of the Seller and without any default on the part of the Seller including but not limited to:
    - a) any delay in payments by the Purchaser/s;
    - b) any delay in obtaining any approval, sanction renewal, revalidation from the authorities concerned on account of any reason beyond the control of the Seller;
    - c) any delay due to any restriction, order, notification of authorities concerned and/or the Court of Law;
    - d) any default by the Purchaser/s of the terms and conditions of this Agreement.
- (c) On happening of any or all of the events mentioned in Clause 4.1 (b) above, the Purchaser/s shall be deemed to have granted reasonable extension to the Seller for completion of construction and/or handover of possession of the Unit in such extended period; The Certificate issued by the architect appointed by the Seller for the Project ("**Architect**"), with regard to the completion of construction of the Apartment in conformity with the sanctioned building plans and specifications mutually agreed under this Agreement shall be final and binding on the Parties;
- (d) On receipt of the Certificate from the Architect as mentioned hereinabove and upon the Purchaser/s making payment of the necessary amounts in conformity with the Payment Schedule, provided the Purchaser/s is/are not in default of any of the terms and conditions of this Agreement, the Seller shall intimate the Purchaser/s to come for the inspection of the Apartment ("**Inspection Notice**") within a period specified in the Inspection Notice. In case the Purchaser/s fail/s to turn up for the inspection within the period stipulated in the Inspection Notice, the Apartment would be deemed to have been inspected and accepted by the Purchaser/s. During the inspection, the Seller shall make a list of snags as may be indicated by the Purchaser/s and clear the snags within a time period informed to the Purchaser/s at the time of inspection. The decision of the Seller with regard to the clearance of the snags will be final.
- (e) On receipt of the Completion Certificate from the KMDA, the Seller shall serve upon the Purchaser/s, a notice in writing to take over the possession of the Unit ("**Possession Notice**") within the period stipulated in the said Possession Notice.
- (f) The Purchaser/s shall participate towards registration of the Sale Deed in respect of the Unit in the manner mentioned in Clause 8 hereof and take over the possession of the Unit from the Seller on any date within the period stipulated in the Possession Notice ("**Possession Date**") subject to the payment of the Total Payable Amount in conformity with the Payment Schedule and the complete performance, observance and fulfillment of all the terms and conditions of this Agreement by the Purchaser/s.

- (g) If the Purchaser/s, for whatsoever reason, fail/s and/or neglect/s to participate towards registration of the Sale Deed of the Unit and take over the possession of the Unit from the Seller within the period stipulated in the Possession Notice, the Purchaser/s shall be deemed to have taken possession upon expiry of the period specified in the Possession Notice for taking over possession of the Unit ("**Deemed Date of Possession**"). For all purposes, such Deemed Date of Possession, irrespective of the actual date on which the Purchaser/s take/s over the physical possession of the Unit, will be construed as the Possession Date. It is clarified herein that the actual physical possession of the Unit will be handed over to the Purchaser/s only after the registration of the Sale Deed of the Unit in favour of the Purchaser/s in the manner mentioned in Clause 8 hereof.
- (h) On and from the Possession Date or the Deemed Date of Possession, as may be applicable:
- i. The Unit shall be at the sole risk and responsibility and cost of the Purchaser/s and the Seller shall have no liability or concern thereof.
  - ii. The Purchaser/s shall become liable to pay the Maintenance and other Charges or any other outgoings in respect of the Unit.
  - iii. All taxes, deposits and other levies/charges, utility payments imposed, demanded or required to be paid to the authorities concerned relating to the Unit and the undivided interest in the Project Land shall be borne and paid by the Purchaser/s.
  - iv. All other expenses necessary and incidental to the management and maintenance of the Project shall be borne by the Purchaser/s.
- (i) In the event the Seller is unable to deliver possession of the Unit within the time frame mentioned in Clause 4.1 (a) above due to reasons mentioned in Clause 4.1 (b) above, the Seller shall intimate the Purchaser/s of the occurrence of the same and shall complete the Project within such reasonable extended period as may be intimated to the Purchaser/s.
- (j) It will not be a pre-requisite or condition precedent for the Seller to complete the Common Areas and Common Utilities, Facilities & Amenities for issuance of Possession Notice in respect of the Unit to the Purchaser/s. The Seller shall, nonetheless, complete the same within the Possession Period stipulated in Clause 4.1 (a).
- (k) The Purchaser/s understand/s and agree/s that the Seller may develop a part of the Project and defer the development of some of the Clusters/Towers within the Project without affecting the handover of Unit to the Purchaser/s.
- (l) The Purchaser/s understand/s and agree/s that the Seller shall handover the possession of the various apartments/shops comprised in the Project or part thereof in parts/lots. The sequence of handover of possession of a particular part/lot of apartments/shops in the Project will be at the sole discretion of the Seller.

#### 4.2 **Holding Charges**

If the Purchaser/s fail/s to participate towards registration of the Sale Deed of the Unit and take over the possession of the Unit from the Seller within the period stipulated in the Possession Notice, the Purchaser/s shall be liable to pay to the Seller holding charges at the rate of Rs. 6.30/- (Rupees six and thirty paise only) per square feet of the Built-up Area of the Apartment per month ("**Holding Charges**") exclusive of taxes and duties, as may be applicable.

#### 4.3 **Consequences for delay in handover of possession**

- (a) If the Seller fails to complete or is unable to deliver possession of the Unit within the Possession Period including extension thereof, save and except for the reasons mentioned in Clause 4.1 (b), the Seller shall be liable to pay delayed charges at the State Bank of India highest Marginal Cost of Lending Rate plus two percent, as compensation on and from the expiry of the Possession Period till the date of issuance of Possession Notice, if the Purchaser/s do/does not intend to cancel the Agreement and withdraw from the Project.
- (b) If the Seller fails to complete or is unable to deliver possession of the Unit within the Possession Period including extension thereof, save and except for the reasons mentioned in Clause 4.1 (b), the Seller shall be liable to return the amount received by it in respect of the Unit along with interest at the State Bank of India highest Marginal Cost of Lending Rate plus two percent, as compensation, if the Purchaser/s wish/es to cancel the Agreement and withdraw from the Project.

### 5. **CANCELLATION AND ASSIGNMENT**

### 5.1 **Cancellation of Allotment by Purchaser/s**

- (a) Purchaser/s can cancel Allotment at any time before execution and registration of Sale Deed of the Unit ("**Cancellation Period**") by sending a letter in writing to the Seller requesting such cancellation and in that event the Seller shall cancel the Allotment by issuing a letter ("**Cancellation Letter**") and refund, without interest, the amount received till then from the Purchaser/s after deducting an amount of Rs. 190/- (Rupees one hundred and ninety only) per square feet of the Built-up Area of the Apartment as charges towards cancellation ("**Cancellation Charge**") along-with applicable interest on delayed payments, taxes, duties and other charges required to be deducted/recovered from the Purchaser/s upon cancellation in terms of this Agreement.
- (b) In the event of cancellation, the Purchaser/s shall have no right or interest on the Unit and the Seller shall be discharged of all its liabilities and obligations under this Agreement towards the Purchaser/s whereupon the Seller shall have the right to deal with the Unit in the manner in which it may deem fit.
- (c) The cancellation shall be deemed effective on the date of issue of Cancellation Letter by the Seller. Receipt or encashment of refund, if any, shall not be a prerequisite for cancellation.
- (d) It is hereby expressly and unequivocally agreed between the Parties that in the event of such cancellation of Allotment by the Purchaser/s, apart from the payment of the applicable Cancellation Charge, the Purchaser/s and/or its successors-in-interest, shall and will be under an obligation from time to time and at all times thereafter, upon every request of the Seller, to do and execute or cause to be done and executed all such acts deeds and things, including but not limited to the execution of a registered Cancellation Agreement, at the cost of the Purchaser/s, for further or more perfectly assuring the right and interest of the Seller in the Unit, by way of relinquishing all its rights and interest in the Unit and empowering/entitling it to deal with the same in the manner in which it may deem fit.

### 5.2 **Assignment of Allotment by Purchaser/s**

- (a) The Purchaser/s shall normally not be allowed to assign and/or alienate and/or transfer the Allotment. However, the Seller may give its consent for the same at its sole discretion after 18 (eighteen) months from the date of Allotment and before registration of the Sale Deeds to the Purchaser/s to assign his/her/their/its right in respect of the Unit to any individual and/or entity/ies on charging an Assignment Fee of Rs. 190/- (Rupees one hundred and ninety only) per square feet of the Built-up Area of the Apartment.
- (b) It is also made clear that the Purchaser/s will not be able to assign his/her/their/its rights in portions i.e., the Purchaser/s will have to either assign all his/her/their/its rights in respect of the Unit under this Agreement or otherwise shall not be able to assign his/her/their/its rights at all.
- (c) In addition to above, the Seller's consent (if granted) to assignment of the Unit to individual and/or entity(ies) shall be inter alia subject to the Purchaser/s:
  - i. settling the Outstanding Amount before the date of such consent; and
  - ii. causing the assignee(s) to execute necessary agreements, deeds and documentation with the Seller in the format as provided by the Seller to ensure the transfer and assignment of all the rights and obligations of the Purchaser/s under this Agreement to and in favour of his/her/their/its assignee.
- (d) Such assignee shall pursuant to the assignment by the Purchaser/s in terms hereof, be deemed to be the "Allottee" in relation to the Unit and all provisions set out herein shall be applicable to such assignee. In the event that such assignee does not adhere to the provisions of the Agreement, the clause relating to the Event of Default and Consequences in this Agreement shall apply in accordance with the terms contained therein.

### 5.3 **Demise**

- (a) In the event of the Purchaser's OR either of the Purchaser's (in case of joint purchasers) demise prior to execution of the Sale Deed, the right to have the allotted Unit shall devolve upon the nominee(s) as may be nominated by the deceased Purchaser, subject to the condition that the deceased Purchaser has executed and submitted to the Seller a nomination form in the format prescribed by the Seller.
- (b) The rights of the nominee mentioned above will be subject to any order by a court of law or declaration of legal heir(s) of the deceased Purchaser and the nominee shall be deemed to be

holding the Unit or the refund, as the case may be, in trust for such legal heir(s) declared by the order of the court.

- (c) In the event that there is no nomination and the Purchaser OR either of the Purchasers (in case of joint purchasers) expires prior to execution of the Sale Deed, then the legal heir(s) of the deceased Purchaser will be required to produce appropriate documents tenable in the eye of law to prove his/her/their heir-ship.
- (d) It is clarified that the Seller may rely upon and shall not be held liable for acting or refraining from acting upon any document furnished to it (including Court Order/Judgment) without having to verify the authenticity or the correctness of any fact stated in the document or the propriety or validity of the service of such document. The Seller may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to execute any document has been duly authorized to do so.
- (e) Such nominee(s)/legal heir(s) shall, pursuant to the demise of the Purchaser OR either of the Purchasers (in case of joint purchasers), be deemed to be the "purchaser" or "co-purchaser", as the case may be, in relation to the allotted Unit and all provisions set out herein shall be applicable to such nominee(s)/legal heir(s). In the event that the nominee(s)/legal heir(s) do not adhere to the provisions of the Agreement, the provisions of Clause 7.1 (Event of Default) and Clause 7.2 (Consequences) shall apply.

## 6. CAR PARKING SPACE(S)

- (a) The Car Parking Space(s) provided in the Project are for the benefit of the allottees or lawful occupants of the Project. However, a limited number of Car Parking Space(s) are proposed to be provided within the Project. The rights to use Car Parking Space(s) have to be earmarked to limited number of allottees for facilitating the smooth functioning and use of Car Parking Space(s). The Purchaser/s understand/s and agree/s that in the absence of such earmarking of Car Parking Space(s), the use of the Car Parking Space(s) would result in disharmony and periodical disputes amongst the allottees/lawful occupants of the units. In view of the same the Purchaser/s hereby irrevocably authorize/s the Seller to earmark Car Parking Space(s) to the Purchaser/s at the sole discretion of the Seller in the mutual interest of one and all in order to maintain peace, cordiality and harmony amongst the allottees. The Purchaser/s further declare/s that he/she/they shall be bound by such earmarking of Car Parking Space(s) and will not question the authority of the Seller in doing so and further desist from making any issue or claims in respect thereto.
- (b) The Seller shall earmark the Car Parking Space(s) for use to the Purchaser/s at its sole discretion in accordance with the previous clause, irrespective of the preference made by the Purchaser/s in the Application Form. Decision of the Seller with regard to earmarking of the Car Parking Space(s) to Purchaser/s shall be final and binding on the Purchaser/s.
- (c) The Car Parking Space(s) earmarked to Purchaser/s is/are for his/her/their/its exclusive use and enjoyment and the Purchaser/s shall not have the right to put up any construction in the Car Parking Space(s) or enclose the same or use/convert it for any purpose other than as a Car Parking Space, i.e. for parking of vehicle(s).
- (d) The Purchaser/s on earmarking of the Car Parking Space(s), other than use of the same, shall not have any such power or authority to transfer the same separately other than with the Unit allotted. In case of transfer/sale of Unit by Purchaser/s, the exclusive user-right of the Car Parking Space(s) shall stand automatically transferred along with the Unit.

## 7. DEFAULT

### 7.1 Events of Default by the Purchaser/s

- (a) Any defaults, breaches and/or non-compliances of the terms of this Agreement on the part of the Purchaser/s shall be deemed to be "**Events of Default**". Without prejudice to the other rights available to the Seller under Applicable Laws, on the occurrence of an Event of Default under this Agreement, the Purchasers shall be liable for consequences stipulated herein. The following events are an illustrative and not exhaustive list of events that would constitute as an Event of Default by the Purchaser under this Agreement:
  - i. Failure by Purchaser/s to submit all necessary documents required by the Seller;
  - ii. Giving any false information in the Application Form;

- iii. Failure to make payment of Total Payable Amount in full or in part within the time stipulated thereof in the Payment Schedule and/or the Demand Note or as may be notified by the Seller to the Purchaser/s from time to time;
- iv. Failure to pay the share of registration charges, municipal taxes, water and electricity charges, Core Maintenance Charges, Township Maintenance Charges, ground rent and other lawful charges, if any, in terms of this Agreement;
- v. Failure to pay interest for delayed payments in accordance with the Payment Schedule;
- vi. Failure to pay Holding Charges in terms of this Agreement;
- vii. Failure to execute the Sale Deed, this Agreement or any other document/undertakings/indemnities etc. or failure to participate towards registration of the Sale Deed, this Agreement or to perform any other obligation, if any, set forth in any other agreement/instrument with the Seller;
- viii. Failure to take possession of the Unit within the time stipulated by the Seller in its Possession Notice;
- ix. Assignment of the Allotment or any interest of the Purchaser/s in the Unit without prior written consent of the Seller;
- x. Dishonor of any instrument or non-realization of payment made by any Purchaser/s for any reason whatsoever;
- xi. Failure to participate towards the formation of an Association;
- xii. Any other acts, deeds or things which the Purchaser/s may commit, omit or fail to perform in terms of this Agreement, any other undertakings, affidavits, agreements, indemnities etc. or as demanded by the Seller which in the opinion of the Seller amounts to an event of default and the Purchaser/s shall be bound to abide by the decision of the Seller in this regard which shall be final and binding on the Purchaser/s.

## 7.2 **Consequences:**

- (a) Upon the occurrence of any one or more of Events of Default under this Agreement including, but not limited to those specified above, the Seller may at its sole discretion, cancel the Allotment and this Agreement by issuing a notice to the Purchaser/s highlighting the Event(s) of Default and calling upon the Purchaser/s to rectify such default ("**Cancellation Notice**"). If the default mentioned in the Cancellation Notice is not rectified by the Purchaser/s within the period mentioned in such Cancellation Notice, the Seller shall be entitled to cancel the Allotment and this Agreement without any further notice or intimation to the Purchaser/s and the Seller shall have the right to retain/recover the amount as stated in this Agreement towards the cancellation.
- (b) In the event of such cancellation as stated hereinabove, the Purchaser/s shall have no right or interest on the Unit and the Seller shall be discharged of all its liabilities and obligations under this Agreement towards such Purchaser/s whereupon the Seller shall have the right to deal with the Unit in any manner in which it may deem fit.
- (c) Subject to Applicable Laws, in the event the Seller decides to cancel the Allotment pursuant to Clause 7.2(a), any amount which is found to be refundable to the Purchaser/s over and above the amounts retainable by the Seller under this Agreement as its rightful dues, shall be refunded by the Seller to the Purchaser/s. However, the refund shall be made after the Purchaser/s has/have given in writing to the Seller a disclaimer that he/she/it has no claims against the Seller in respect of the Unit and has/have also returned to the Seller the Allotment Letter, this Agreement and all other documents issued by the Seller in respect of the Unit. In the event of non-issuance such disclaimer within one month of cancellation, it is deemed that he/she/it has given such consent and the balance payable after deduction would be refunded.
- (d) For the sake of clarity, it is clarified that the encashment of the refund amount by the Purchaser/s or the return of the original Allotment Letter, Sale Agreement and other documents issued by the Seller shall not be considered as a pre-requisite for effective cancellation of the Unit by the Seller.
- (e) The Purchaser/s agree/s that, Purchaser/s shall not, directly or indirectly, make, express, transmit, write, or otherwise communicate in any way whether in writing and/or electronically transferred or otherwise, any remark, comment, information, or other statement of any kind, that might reasonably be construed to be derogatory, defamatory or likely to damage the reputation or name of the Seller, its business, directors, employees, etc. The Purchaser/s agree/s that on occurrence of any event as provided in this clause, the Seller shall notwithstanding any other remedy available under the Applicable Laws, shall be entitled to call upon the Purchaser/s to withdraw such act/statement/set right the damage through the same medium as the Purchaser/s would have done, within 7 (seven) days from the date of service of notice to that

affect and on the failure of the Purchaser/s to comply with such demand by the Seller, it shall amount to event of default of this Agreement on the part of Purchaser/s, and in such situation the consequences of default will follow and the Allotment shall be liable to cancel without any further notice or intimation to the Purchaser/s in accordance with the terms of this Agreement.

- (f) Notwithstanding the Purchaser/s agreeing to withdraw such act/statement/set right the damage as stated in the above clause, any loss or damage or expenses (including legal expenses) suffered by the Seller in this regard shall be paid along with appropriate taxes, if any, by the Purchaser/s to the Seller within 7 (seven) days of the demand made by the Seller.
- (g) It is hereby expressly and unequivocally agreed between the Parties that in the event of such cancellation of Allotment by the Seller on the grounds of default by the Purchaser/s, without prejudice any other rights of the Seller under this Agreement or under law, the Purchaser/s and/or its successors-in-interest, shall and will be under an obligation from time to time and at all times thereafter, upon every request of the Seller, to do and execute or cause to be done and executed all such acts deeds and things, including but not limited to the execution of a registered Cancellation Agreement, at the cost of the Purchaser/s, for further or more perfectly assuring the right and interest of the Seller in the Unit by way of relinquishing all its rights and interest in the Unit and empowering/entitling it to deal with the same in the manner in which it may deem fit.

## 8. SALE DEED REGISTRATION

### 8.1 Sale Deed

- (a) Upon payment of the Total Payable Amount within the stipulated timeframe mentioned in the Payment Schedule and subject to the complete performance and fulfilment of its obligations and observance of the terms and conditions of this Agreement by the Purchaser/s to the satisfaction of the Seller, the Seller shall convey the Unit to the Purchaser/s by way of executing and registering proper deed of conveyance ("**Sale Deed**").

### 8.2 Registration

- (a) The Sale Deed of the Unit will be executed and registered in favour of the Purchaser/s after the Unit has been constructed and all amount payable by the Purchaser/s to the Seller are paid by the Purchaser/s. The Seller shall serve upon the Purchaser/s a notice in writing for execution and registration of the Sale Deed on or within a date to be notified in such notice and the Purchaser/s shall abide by the same.
- (b) The Sale Deed will be drafted by the Solicitors/Advocates appointed by the Seller and the same shall be in such form and shall contain such particulars as may be approved by the Seller. No request for any changes whatsoever in the Sale Deed will be entertained unless such changes are required to cure any gross mistake or typographical or arithmetical error.
- (c) The Purchaser/s and the Seller herein shall co-operate with each other for registration of the Sale Deed in pursuance of this Agreement. The Purchaser/s shall be liable to pay the stamp duty, registration charges, and all other related costs for execution of the Sale Deed and other documents to be executed in pursuance thereof.

## 9. DEFECT LIABILITY

- (a) After the Possession Date, the Purchaser/s will have no right or claim against the Seller, except for structural defect, defective workmanship, quality or provision of service, if proved to the satisfaction of the Architect during the defect liability period which would be 1 (one) year from the Possession Date or the Deemed Date of Possession, whichever is applicable ("**Defect Liability Period**"). During such Defect Liability Period, if any major defect is proved to the satisfaction of the Architect, which makes the Unit inhabitable, the same will be remedied at no extra cost to the Purchaser/s. It is agreed that the decision of the Architect of the Seller will be final and binding on the Purchaser/s and the Seller. All defects that are caused due to normal wear and tear, abuse and improper usage/negligence/omission/act/commission on the part of the Purchaser/s is excluded from this clause for which the Seller is neither liable nor responsible.
- (b) The Seller shall not be responsible for any issues (such as difference in shades of tiles, granite, marbles, tolerances as per IS and building codes, air pockets beneath tiles, separation cracks/gaps between non-homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting). Moreover, minor tile chipping, minor damages in places where welding has conducted, shall not be considered as

defects for the purposes of this section. Purchaser agrees and acknowledges that defects arising from natural wear and tear/forced/ intentional/accidental damages shall not come within the scope of defect liability and hence the Seller shall not be responsible for the maintenance of the same. Further, Parties agree that any defects or damages caused to glass, electrical fixtures, ceramic, vitrified, porcelain materials after acceptance of possession of the Unit by the Purchaser shall not come under scope of defect liability and the Seller shall not be held liable for not curing/entertaining such claims.

- (c) The Seller shall not be responsible for routine/non-structural cracks resulting from differential coefficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

## 10. OWNERS' ASSOCIATION

- (a) The Purchaser/s hereby agree/s and undertake/s to become a member/s of the Owners' Association, formation of which shall be enabled or facilitated by the Seller in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) and rules, regulations and bye-laws framed thereunder for the Project and sign and execute all applications for membership and other papers, bye-laws and documents as may be necessary to form the Association and/or run the said Association. The Purchaser/s shall observe and comply with all the bye-laws and rules & regulations of the said Owners' Association.
- (b) The Seller shall pay all outgoings until it transfers the physical possession of the real estate Project to the Association which it has collected from the various allottees of the Project for the payment of such outgoings.
- (c) It is expressly clarified that the said Owners' Association, upon its formation and handover of the Project by the Seller, shall be responsible for the management, maintenance, upkeep, security, administration and control of the Common Areas as well as the Common Utilities, Facilities & Amenities of the Project and for collecting Core Maintenance Charges for up-keep and maintenance of all Common Areas and Common Utilities, Facilities & Amenities within the Project.
- (d) The Purchaser/s shall permit the Seller and or an agency appointed by it or the Owners' Association, as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Unit or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Unit and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Unit who have defaulted in paying their share of the water, electricity and other charges and common expenses.

## 11. MANAGEMENT AND MAINTENANCE

### 11.1 Management and Maintenance of the Project - "Core Maintenance"

- (a) The Seller shall be responsible for the management, upkeep and maintenance of the Common Areas and Common Utilities, Facilities & Amenities within the Project till the handover of the same to the Owners' Association. The same shall be referred to as the "**Core Maintenance**". The Seller may entrust the Core Maintenance to one or more agencies of its choice for the specified period as the Seller may deem fit or till formation of Owners' Association, whichever is earlier, subject to the terms & conditions as may be decided in due course.
- (b) For the purpose of smooth and hassle-free management, upkeep and maintenance of the Project, the Purchaser/s is/are liable to abide by the 'Bye laws' as shall be formulated by the Seller for the Project.
- (c) The Purchaser/s shall be liable to pay the Core Maintenance Charges at the rate of Rs. 2.50/- (Rupees two and fifty paise only) per month per square feet of the Built-up Area of the Apartment from the Possession Date for the purpose of Core Maintenance ("**Core Maintenance Charges**"). The above rates are based on the preliminary estimate made by the Seller as on date. Final rate of Maintenance Charges shall be decided by the Seller and informed to the Purchaser/s before possession.
- (d) The Purchaser/s will be required to pay to the Seller in advance a sum equivalent to 24 (twenty-four) months of Core Maintenance Charges as intimated by the Seller before taking possession of the Unit as "**Advance Core Maintenance Charges**".

- (e) The Purchaser/s will also be required to pay to the Seller the amount as per the details given below before taking possession of the Unit as “**Corpus Deposit**” towards Core Maintenance.
- |      |       |              |
|------|-------|--------------|
| i.   | 1 BHK | Rs. 10,000/= |
| ii.  | 2 BHK | Rs. 18,000/= |
| iii. | 3 BHK | Rs. 25,000/= |
- (f) The Core Maintenance Charges shall become payable by the Purchaser/s as aforesaid on and from the Possession Date or the Deemed Date of Possession, as may be applicable, or the date as may be decided by the Seller at its sole discretion. The Seller shall maintain the Project till the date of formation of the Owners' Association. During such period, the Seller shall use the amount received on account of 'Advance Core Maintenance Charges' from the Purchaser/s. After handover of Core Maintenance to the Association, if any amount out of Advance Core Maintenance Charges received from the Purchaser/s is lying unutilized or unadjusted for certain number of months depending upon the timing of handover of the units, the same shall be handed over to the Association without interest. After the completion of the 24 (twenty-four) months' period, the Purchaser/s shall be responsible to pay the Core Maintenance Charge by 7<sup>th</sup> (seventh) day of each month in advance without any abatement.
- (g) In the event the Seller finds the aforesaid sum being insufficient to meet the Core Maintenance for any reason including in case of escalation in the cost of labour and other materials used for Core Maintenance, the Seller shall be entitled to seek proportionate increase in these charges.
- (h) Any tax liability on account of the Core Maintenance Charges shall be borne by the Purchaser/s.
- (i) In case the Purchaser/s fail/s to pay the Core Maintenance Charges to the Seller within the stipulated period mentioned hereinabove, then:
- Interest at the State Bank of India highest Marginal Cost of Lending Rate plus two percent will be payable by the Purchaser/s.
  - The Seller shall be entitled to adjust the unpaid amount towards the Core Maintenance Charges from the Corpus Deposit.
- (j) After handover of Core Maintenance to the Association, unadjusted amount of Corpus Deposit the same shall be handed over to the Association without interest.

#### 11.2 **Management and Maintenance of the Township – “Township Maintenance”**

- (a) The proposed Township comprises of areas intended to be used for other purposes and as indicated in this Agreement, are in no way, directly, indirectly or in any manner whatsoever, connected to this Project. The brochure and/or other advertising materials in any format made available in public domain are merely to acquaint the Purchaser/s with the Township along-with the Project, and such brief description of the overall development plan is not intended to convey to the Purchaser/s any impression of any right, title or interest in any of the zones to be developed in or about the land(s) falling outside the Project.
- (b) The Purchaser/s acknowledge/s and accepts that the Township is a development with diverse product clusters that are intended to be applied to different uses. The Seller shall have the right and absolute authority to deal with the land comprising the entire Township, phasing of zones, Project Common Areas, infrastructure and facilities including but not limited to the creation of further rights in favour of any other party at their sole discretion. In furtherance thereof, the Seller shall have the absolute right and entitlement to enter into any agreements and/or arrangements, including but not limited to agreements for transfer or parting of possession with any parcels of land in which Township is comprised, and the Purchaser/s hereby agree/s not to raise any objections or disputes regarding the same.
- (c) The Purchaser/s further acknowledge/s and accept/s that the Township is being developed in phases and the Purchaser/s shall not raise any objection and impediment to the same. The Seller is free and entitled to carry on development activities on the said balance portions/phase at any time as they deem fit and the Purchaser/s of the Project will not have any right to object to such development or claim any interest therein.
- (d) The Seller shall be responsible for the maintenance of the Township, its infrastructure including but not limited to Township roads, entry scape, street lighting, drainages, electricity, parks, gardens and facilities as developed by the Seller over a period of time. The same shall be referred to as the “**Township Maintenance**”. The Seller may also entrust the Township Maintenance to one or more Maintenance Company(ies) of its choice for the specified period as the Seller may deem fit. The Seller shall continue with the maintenance as above till the handover of the same to the concerned Local Authority or any other Governmental Agency(ies) in stages as may be applicable.

- (e) The Purchaser/s shall pay Township Maintenance Charges at the rate of Rs. 1.30/- (Rupees one and thirty paise only) per month per square feet of the Built-up Area of the Apartment for maintenance of the Township ("**Township Maintenance Charges**"). The above rates are based on the preliminary estimate made by the Seller as on date. Final rate of maintenance charge shall be decided by the Seller and informed to the Purchaser/s before possession.
- (f) The Purchaser/s will be required to pay the Seller in advance a sum equivalent to 24 (twenty-four) months of Township Maintenance Charges as intimated by the Seller before taking possession of the Unit as "**Advance Township Maintenance Charges**".
- (g) The Township Maintenance Charges shall become payable by the Purchaser/s as aforesaid on and from the Possession Date or a date as decided by the Seller. For a period of 24 (twenty-four) months from the date of completion, the Seller shall use the Advance Township Maintenance Charges received from the Purchaser/s. After the completion of the said period, the Purchaser/s shall be responsible to pay the Township Maintenance Charges to the Seller by 7<sup>th</sup> (seventh) of each month in advance without any abatement.
- (h) In the event the Seller finds the aforesaid sums being insufficient to meet the Township Maintenance Charges for any reason including in case of escalation in the cost of labour and other materials used for Township Maintenance, the Seller shall be entitled to seek proportionate increase in these charges.
- (i) Any tax liability on account of Township Maintenance Charges shall be borne by the Purchaser/s.

## 12. UTILITIES

### 12.1 Electricity

- (a) The Purchaser/s will have to apply to concerned electricity office individually for obtaining supply of power and meter for their respective Units. The Seller shall facilitate in making such applications by the Purchaser/s. The Purchaser/s shall be required to pay the applicable security deposit and/or other charges for the same to the said concerned electricity department.
- (b) In case the Seller fails to provide individual meter to the Purchaser/s and makes provision for a bulk supply due to reasons beyond its control, the Seller shall provide sub-meters to the Purchaser/s upon payment of the proportionate security deposit by the Purchaser/s to the Seller. All charges pertaining to the usage of electricity shall be paid by the Purchaser/s to the Seller on the basis of monthly bills raised by the Seller.

### 12.2 Diesel Generator Back-up

- (a) The Seller shall provide power back-up system through diesel generator in limited areas within the Apartment along with certain selected Common Areas in the Project as mentioned more fully and particularly in Schedule VI.
- (b) The extent of power back-up provided will be decided by the Seller and informed to Purchaser/s before possession of the Unit. The running charges for such power back-up will be part of the Maintenance Charge to be paid by the Purchaser/s.

### 12.3 Water Supply

Water supply to the owners/lawful occupants of the Project will be made available by sourcing the same from the governmental agencies or any other available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost water supply within the Unit is strictly not permitted.

## 13. SPECIAL FACILITIES

- (a) The Seller proposes to set up a club with the facilities including swimming pool and gymnasium within the Project ("**Special Facilities**") which will be accessible to all the owners/lawful occupants of the various units in the Project. The facilities proposed within the said club may vary at the discretion of the Seller.
- (b) The Special Facilities will be managed, operated and maintained by the Seller or an agency appointed by the Seller for the said purpose. The operational costs/charges of the Special Facilities will be determined by the Seller at its sole discretion and the cost shall be borne, paid by the owners/lawful occupants of various units in the Project within such periods as informed by the Seller.

- (c) The detailed terms and conditions of membership and rules and regulations governing use of the Special Facilities will be formulated and circulated to all the owners/lawful occupants of various units in the Project before the same are operational. Any person accessing the Special Facilities will be required to abide by these rules and regulations.
- (d) Any person accessing the Special Facilities will have to pay charges as per usage basis for specific facilities. The rate of charges will be determined by the Seller before the same is made operational and intimated to all owners/lawful occupants of various units in the Project.
- (e) All Purchaser/s will get access to the Special Facilities as and when the same is ready for operation which shall create a right of use subject to payment of charges and observance of applicable rules, regulations and bye-laws. No right or lien of any nature whatsoever will be created or deemed to be created in favour of the Purchaser/s in respect of the assets of the Special Facilities.
- (f) The right to use of Special Facilities shall be transferable along with the transfer of the Unit from one person to another. Upon transfer/nomination of the Unit from the Purchaser/s to any other person, the right of the Purchaser/s to use and avail the Special Facilities will stand terminated. In the event the Unit is leased/rented out by the Purchaser/s, the occupant of the Unit shall be entitled to make use of the Special Facilities and the Purchaser/s shall not be entitled to use the Special Facilities.
- (g) The charge for operation and maintenance of the Special Facilities will be handed-over to the Association simultaneously with the handover of maintenance of the Project to the Association or at a later date as decided by the Seller.
- (h) It is clarified that non-completion or non-operation of Special Facilities shall not be deemed as delay in handing over the possession of the Unit and the Purchaser/s shall take possession of the Unit even if Special Facilities are not complete or non-operational.

#### 14. SHOPPING FACILITY

The sanctioned shops/commercial spaces within the Project are an integral part of the Project but shall be out of the purview of Common Areas or Common Utilities, Facilities & Amenities of the Project. The Seller shall be entitled to transfer such limited shop spaces as separate "units" to several individuals and/or other entities along with the proportionate, undivided right to use the Common Areas as well as Common Utilities, Facilities & Amenities provided in the Project in common with the Seller as also the other owners/lawful occupants of other apartments/shops in the Project and together with the proportionate impartible indivisible undivided share in the Project Land attributable to the Built-Up Area of such shop in proportion to the sum total of the Built-Up Area of all the apartments and shops comprised in the Project in conformity with the Applicable Laws.

#### 15. TAXES & DUTIES

- (a) Taxes on amounts payable by the Purchaser/s to the Seller under this Agreement shall be charged separately to the Purchaser/s who shall bear and pay such Taxes along with the requisite stamp duty and the registration fees payable towards registration of the Sale Deed. Provided however, any statutory variation in Taxes and duties as a result of amendment to the existing laws and/or imposition of any new tax/duty/levy in India shall be to the account of the Purchaser/s.
- (b) Purchaser/s agrees to pay to the Seller any additional tax / duties along with interest and penalty, if any, imposed by the relevant authorities, in case such additional tax / duty is charged by the authorities as a result of change in opinion / interpretation of the applicable tax laws or for any other reason whatsoever.
- (c) The Parties expressly and unequivocally agree that with effect from the date of coming into force of the Goods & Service Tax Laws ("GST") which includes Central Goods & Service Tax Act ("CGST") and State Goods & Service Tax Act ("SGST") and Integrated Goods & Service Tax Act, ("IGST"), the Seller shall charge separately to the Purchaser/s appropriate CGST and SGST or IGST, as applicable, in respect of the various amounts collected/received by the Seller from the Purchaser under this Agreement.
- (d) Under GST Laws including CGST, SGST and IGST, as applicable, the Purchaser/s shall be liable to withhold taxes and pay the same to the Government ex-chequer in such manner and within such time as prescribed under the Applicable Laws. The Purchaser shall provide necessary certificate of withholding to the Seller in the prescribed form.
- (e) The Purchaser/s further understand/s that during any extended period of delivery of possession of the Unit in terms of this Agreement, if there is any increase in rates, taxes, duties, deposits and

other levies/charges imposed and/or demanded or required to be paid to the concerned authorities, whether under the existing laws or under any other law enacted in the future, the said increase/enhancement shall be borne and paid by the Purchaser/s.

- (f) Where the Seller is required to make any refund to the Purchaser/s in terms of this Agreement, the Seller shall deduct necessary amounts towards such taxes & duties as may be required under the Applicable Laws, before making any such refund and in that event the Purchaser/s shall not have any right to claim refund of such adjusted/deducted amount towards taxes and duties.
- (g) The Purchaser/s shall mutate his/her/their/its name in the records of concerned Municipality/Corporation/Panchayat and/or the concerned B.L. & L.R.O or any other Government and/or Semi Government department/office or any Constitutional body as applicable thereto after registration of Sale Deed and the Seller agrees to sign necessary consent letters in respect thereof. The Seller has agreed to assist the Purchaser/s on request being made in this regard without being liable for such act. In the event of any demand for payment of betterment charges/assessment charges/mutation charges/Development Charges or any other charges as applicable in respect of the Unit, the Purchaser/s agree/s to pay the same in proportion for his/her/their/its Unit as informed by the Seller.
- (h) The Purchaser/s agrees and undertake/s to pay all government rates and taxes inclusive of but not limited to municipal taxes, property taxes, land revenue/khazna, levies of any kind, by whatever name called, whether levied or leviable currently or in future or any enhancement of the prevailing rates by any Government Authority in relation to the Unit and /or the Project Land, as the case may be, from the Possession Date or the Deemed Date of Possession, as may be applicable.

#### 16. RIGHTS OF THE PURCHASER/S

The Purchaser/s shall have the following rights in respect of the Unit:

- (a) the right to obtain the information relating to sanctioned plans, layout plans along with specifications, approved by the KMDA and such other information as provided under Applicable Laws and this Agreement;
- (b) the right to claim possession of the Apartment;
- (c) the right to claim possession of the necessary documents and plans including that of Common Areas as well as the Common Utilities, Facilities & Amenities after handing over the physical possession of the Apartment by the Seller;
- (d) the rights and liberty of the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the staircases, passages and Common Areas of the Project for ingress and egress;
- (e) the rights of passage of water, gas, electricity, sewerage to the Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Project or any part thereof;
- (f) the right to lay cables or wires for radio, television, telephone and such other installations, at dedicated part of the Project, but upon recognizing and reciprocating such rights of the owners/lawful occupants of other apartments/shops in the Project;
- (g) the rights of entry and passage for the Purchaser/s with/without workmen to other parts of the Project at all reasonable times after notice for the purpose of repairs to or maintenance of the Apartment or for repairing, cleaning, maintaining the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the owners/lawful occupants of other apartments/shops in the Project and making good any damage caused as a result thereof;
- (h) the proportionate undivided right to use the Common Areas as well as Common Utilities, Facilities & Amenities provided in the Project in common along with the Seller and owners/lawful occupants of other apartments/shops in the Project on payment of such sums as may be prescribed from time to time by the Seller and/or the Owners' Association;
- (i) the proportionate undivided right to use and enjoy the Common Areas as well as the Common Utilities, Facilities & Amenities in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of owners/lawful occupants of other apartments/shops in the Project;
- (j) the unfettered right to deal with, transfer, alienate or dispose of the Unit by way of sale, mortgage, gift, exchange or otherwise pursuant to the registration of the Sale Deed subject to the fulfillment of the terms of this Agreement.

#### 17. OBLIGATIONS OF THE PURCHASER/S:

The Purchaser/s shall have the following obligations in respect of the Unit (the obligations herein contained are in addition to the obligations contained elsewhere in this Agreement):

- (a) to make timely payments of all amounts under this Agreement as per Payment Schedule mentioned under **Schedule IV**;
- (b) to pay registration charges, municipal taxes, water and electricity charges, land revenue and other charges as per Applicable Laws;
- (c) in case of a delay in payment, to pay interest at the prescribed rate towards any of the amounts or charges payable under this Agreement;
- (d) to participate towards formation of Association;
- (e) to take over physical possession of the Unit after full payment of all amounts payable by the Purchaser/s under this Agreement and completion of registration of the Sale Deed within the stipulated timeframe and in the manner mentioned in this Agreement;
- (f) to participate towards registration of this Agreement in respect of the Unit, as and when the same may be required under the Applicable Laws, by handing over the executed copy of the Agreement to the Seller for such purposes within the stipulated timeframe and in the manner as may be notified by the Seller;
- (g) to participate towards registration of the Sale Deed in respect of the Unit within the stipulated timeframe and in the manner mentioned in this Agreement;
- (h) not default in payment of any taxes, charges, expenses, insurance or levies to be proportionally shared by the other owners/lawful occupants;
- (i) not enter into any parallel arrangements for maintenance of the Project;
- (j) not object to the use of Common Areas as well as Common Utilities, Facilities & Amenities in the Project meant normally for common use by the owners/lawful occupants of other apartments/shops in the Project;
- (k) not at any time cause any annoyance, inconvenience or disturbance or injury to the other owners/lawful occupants in the Project;
- (l) not keep any cattle/live stock in the Apartment or in the Project and Purchaser/s shall keep all the pets confined within the Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/lawful occupants in the Project;
- (m) maintain at his/her/their/its own cost, the Apartment and the Car Parking Space, if any, earmarked to them, in good condition, state and order and shall abide by all the laws and regulations of the Government, or/and any other duly constituted authority from time to time in force, and be responsible for all notices or violations of any of the terms and conditions in this Agreement and/or Bye-Laws of the Association from the date of registration of the Sale Deed;
- (n) to pay to the Seller or its nominated maintenance company/agency or Owners' Association, as the case may be, the maintenance expenses on pro-rata basis as Core Maintenance Charges;
- (o) to sign all applications, papers, documents, agreements and other relevant papers, as required, in pursuance of the Allotment and to do all acts, deeds and things as the Seller may require for the purpose of forming an Association;
- (p) not make any structural changes, changes in the internal design or changes on the external facade of the Apartment/Towers even after the execution of the Sale Deed. More specifically, the Purchaser/s shall not:
  - i. dismantle any external wall,
  - ii. change the elevation,
  - iii. change the position of internal walls,
  - iv. change the position of electrical switches and location of fittings which are fixed and not subject to any alteration,
  - v. change the position of sanitary and kitchen fittings and fixtures which are fixed and not subject to any alteration, and;
  - vi. use the external walkways and terraces for storage;
- (q) not make any additions/alterations with respect to or concerning the electrical and water supply networks provided by the Seller in concealed and exposed manner within the Apartment;
- (r) not divide, sub-divide or demolish any structure of the Apartment or any portion thereof or cause to make any new construction in the Apartment. Further Purchaser/s shall not use the Apartment for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purpose. Further the Purchaser/s shall at all times co-operate with the owners/lawful occupants of the other apartment/shops in the Project;

- (s) not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Tower in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (t) after taking the possession, may make non-structural changes/aesthetical changes to the Apartment, subject to prior approval and consent of the Seller. However, it is hereby clarified that the Purchaser/s shall not make any additions or alterations in the Apartment that may cause blockage or interruption in the smooth flow of common utilities and installations meant normally for common use and/or cause damage or encroachment on the structures of the Tower(s) in the Project;
- (u) to use and enjoy the Common Areas as well as the Common Utilities, Facilities & Amenities as and when permitted in common with other owners/ lawful occupants in the Project. The Purchaser/s shall not place objects/things/articles which may hinder free use of Common Areas and Common Utilities, Facilities & Amenities. The Purchaser/s shall not erect any compound or fencing around his/her/its Unit.
- (v) to pay to the Seller the proportionate share of all necessary sums expended by the Seller for meeting all legal costs, charges and expenses, including professional and legal costs incurred by the Seller in connection with formation of the Association and for preparing its rules, regulations and bye-laws.

#### 18. REPRESENTATION AND WARRANTIES OF THE SELLER

- a) The Seller has clear and marketable title with respect to the Project Land and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- b) All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, shall be obtained by following due process of law and the Seller has been and shall, at all times, remain in compliance with all Applicable Laws in relation to the Project.
- c) The Seller has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- d) The Seller confirms that the Seller is not restricted in any manner whatsoever from selling the Unit to the Purchaser/s in the manner contemplated in this Agreement.
- e) 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) has been received or served upon the Seller in respect of the Project Land and/or the Project.
- f) The Seller shall obtain all such insurances in respect of the Project, as may be required under the Applicable Laws.

#### 19. GENERAL

- (a) The Purchaser/s may obtain finance from any financial institution/bank or any other source but the Purchaser's/s' obligation to purchase the Unit pursuant to this Agreement shall not be contingent on the Purchaser's/s' ability or competency to obtain such financing and the Purchaser/s shall remain bound by this Agreement whether or not he/she/they/it has/have been able to obtain financing for the purchase of the Unit. The Seller shall have the first lien and charge on the Unit to be constructed by the Seller under the terms of this Agreement and its possession shall lie with the Seller until all the payments are made to the Seller by the Purchaser/s under this Agreement.
- (b) The Seller has prior to this day, made available the photo copies of the deeds and documents of title, building plans and approvals pertaining to the Project to the Purchaser/s and the Purchaser/s has/have understood, evaluated and is satisfied himself about the title, approvals, designs, specifications, quality of construction, concept etc., of the Project.
- (c) The Purchaser/s confirm/s that he/she/they/it has/have carefully read the conditions of this Agreement and has/have understood his/her/their/its obligations, liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing Brochure, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser/s upon being satisfied as aforesaid and relying upon his/her/their/its own judgment and investigation(s), has/have executed this Agreement for purchasing the Unit.

- (d) Under no circumstances shall the Purchaser/s have any manner of ownership right in respect of any terraces/roofs/ appurtenant gardens in all Towers comprising in the Project unless specifically granted by the Seller. The roofs will be at all time form part of the Common Areas. However, the Seller shall have the perpetual right to put hoarding/neon signs/or communication equipment's in its name or in the name of its affiliates. The Purchaser/s shall not trespass or enter without any authorization into any other apartment/shop not allotted to the Purchaser/s in the Project.
- (e) The rights of the Purchaser/s are restricted to the Project Land, subject to any other rights granted to them/it under this Agreement. Under no circumstances they/it can claim any ownership right over any other parcel of land outside the Project Land save and except specifically conveyed to them/it by virtue of the Sale Deed. In case the Purchaser/s, along with the other owners and through their Association plan any alteration, modification or redevelopment within the Project, the same shall be governed by the rules & regulation prescribed by the Competent Authorities at that point of time. The Seller shall under no circumstance be responsible for any consequences arising out of the same.
- (f) All interior related works that the Purchaser/s may take up on his/her/their/its own can be taken up only after handing over of possession of the Unit to the Purchaser/s by the Seller. The Purchaser/s shall carry out interior works on all days except Sundays during the day time between 9 A.M. and 6 P.M. The Purchaser/s shall be fully liable and responsible to clear at their cost the debris generated. The Seller does not owe any responsibility for any breakages, damages caused due to such interior work. The Seller shall not be liable for any thefts during the course of such interior works. Purchaser/s shall be responsible for any damage to the Common Areas and/or Common Utilities, Facilities & Amenities or the property of any third party during the execution of the above work.
- (g) The Seller is entitled to reserve such number of apartments/shops and car parking space(s) as they may deem fit in the Project for utilizing the same as service/transit units by permitting the use of the same on daily/monthly/annual basis and exploit the income there-from. The Purchaser/s and/or the persons claiming through or under him/her/them/it shall not have the right to object or come in the way of the Seller and the Seller can also appoint any third party to run such activities of service/transit units.
- (h) All rights and remedies of Seller under the Agreement shall be in addition to all other legal rights and remedies belonging to Seller and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies as aforesaid and it is hereby expressly agreed that the cancellation of Allotment for any cause whatsoever shall be without prejudice to any and all rights and claims of Seller, which shall or may have accrued prior thereto.
- (i) The Seller reserves its rights to access the Project in perpetuity for the purposes of supporting the development and maintenance of services therein. The Purchaser/s agree/s and undertake/s to execute any such separate writings as may be required by the Seller, confirming unfettered easmentary right in favour of the Seller, at any time hereinafter.
- (j) After the Seller executes this Agreement he shall not mortgage or create a charge on such Unit, and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, it shall not affect the right and interest of the Purchaser/s who has/have taken or agreed to take such Unit. The Seller agrees to secure necessary no objection certificates from the lending Bank/Institution and furnish the same to the Purchaser/s at the time of execution of Sale Deed for the Unit, confirming that the same being free from the said charge or mortgage.
- (k) The Purchaser/s shall not alter or subscribe to the alteration of the name of the Project or the Towers as may be assigned by the Seller. Further the Purchaser/s shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Project and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.
- (l) The original title deeds and other tile related documents pertaining to the Project Land as well as several other approvals of the Project will be retained by the Seller at all times. A copy of the relevant documents will be handed-over to the Association at the time of handover of Core Maintenance of the Project.
- (m) If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or applicable requirements of Applicable Laws, such provision or part shall to that extent be deemed not to form part of this Agreement, and the legality and enforceability of the remainder of this Agreement shall not be affected.
- (n) If, due to any change in the Applicable Laws or rules or regulations or their interpretation by legislative body, any court of law or any other governing authority having jurisdiction subsequent

to the date of this Agreement, performance of any provision of this Agreement contemplated herein becomes, inoperative, unenforceable, illegal, impracticable or impossible of performance, the Parties hereto agree that they shall use their best efforts to enter into such supplementary agreement or documentation as may be necessary to amend, modify the Agreement to make in accordance with such Applicable Laws, and find and employ such suitable means to achieve the same or substantially the same result as that contemplated by such Applicable Laws. In such event the Parties acknowledge and agree that enforceable provisions of this Agreement along with such supplementary agreement as entered by the Parties hereto, in order to give effect to such changes in Applicable Laws, shall supersede and prevail over such prior understanding of the Parties in the Agreement, which has been rendered illegal, invalid, unenforceable and impossible of performance.

- (o) **"Force Majeure Events"** shall include the following:
- i. Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict, blockade, embargo, revolution, rebellion, riot, civil commotion, civil war, civil disorder, act of terrorism, insurrection or sabotage;
  - ii. Any act, rules, regulations, notifications, circulars, bye-laws of any Governmental Instrumentality including any Local Authority, State, or Central Government of India or any department, instrumentality or agency thereof which may have a materially adverse effect on the development of the Project;
  - iii. Flood, cyclone, lightning, earthquake, drought, storm or any other calamity caused by nature;
  - iv. Epidemic, famine;
  - v. Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
  - vi. Any unforeseen circumstances or conditions or event beyond the reasonable control of the Seller.
- (p) No decision or exercise of discretion / judgment / opinion/ approval of any matter arising out of or contained in this Agreement shall have the effect of amending this Agreement until expressly agreed in writing.
- (q) The Purchaser/s will abide by the terms and conditions of these Agreement and Applicable Laws. In the event of a breach, contravention or non-compliance of any of the terms of this Agreement by the Purchaser/s, the Purchaser/s shall be held solely liable for all the consequences of breach, contravention or non-compliance of any of the terms as provided under this Agreement or otherwise in any other document executed pursuant to this Agreement. If any loss, expense or damage is caused to the Seller due to any act or negligence of the Purchaser/s, the Purchaser/s shall indemnify the Seller for such loss, expense or damage incurred by the Seller on account of such act or negligence by the Purchaser/s.
- (r) Any delay tolerated or indulgence shown by the Seller in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Seller.
- (s) The Seller and its affiliates, officers, directors, employees, agents, members, servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and any other eventualities beyond the control of the Seller and its affiliates, officers, directors, employees, agents, members, servants.
- (t) Any notice or correspondence to be sent to Seller or Purchaser/s under this Agreement shall be addressed and sent to his/her/their/its respective addresses mentioned in this Agreement/ Application Form if addressed and sent by courier or by personal delivery or registered post with acknowledgement due and not in any other form. The correspondence by electronic mail will not be treated as prior notice. The Seller or Purchaser/s sending notice/correspondence is not responsible for non-delivery due to change in the address if the Seller or Purchaser/s changing the address has not intimated in writing the change of address. In case there are joint Purchasers all communications shall be sent by the Seller to the Purchaser whose name appears first and at the address given by the Purchaser/s which shall for all intents and purposes be considered as properly served on all the Purchaser/s.
- (u) Any modification or amendment of any of the provisions of this Agreement in order to be valid shall be in writing and signed by all the Parties hereto. The parties hereby also agree that time shall be the essence of this Agreement and each party shall abide by the timelines mentioned hereinabove.
- (v) This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence), between the Parties with respect to the subject matter of this Agreement, and this

Agreement (together with any amendments or modifications thereof) contains the sole and entire understanding between the Parties hereto with respect to the subject matter hereof.

- (w) This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India.
- (x) This Agreement may be executed in duplicate or counterparts in the identical form, each of which shall be deemed as an original, but all of which taken together shall constitute one and the same instrument.

20. **DISPUTE RESOLUTION AND JURISDICTION**

19.1 **Dispute Resolution**

All disputes and differences between the Parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the sole arbitrator to be appointed by the Seller for arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereto for the time being in force. The Arbitration shall be conducted in English Language and the place of Arbitration shall be in Kolkata. The Award passed by the Arbitrator shall be final and binding on both the Parties.

19.2 **Jurisdiction**

Only the Courts in Kolkata shall have the exclusive jurisdiction to try, entertain and determine all actions, suits and proceedings by and between the parties hereto relating to or arising out of or under this Agreement or connected therewith, including the arbitration proceedings as provided for hereinabove.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN**

**For BENGAL SHRIRAM HI-TECH CITY PVT. LTD.**

\_\_\_\_\_  
SELLER

By : .....  
Designation : .....

Witness:  
Signature:  
Name:  
Address:

**FOR INDIVIDUALS**

\_\_\_\_\_  
PURCHASER/S

By : .....

Witness:  
Signature:  
Name:  
Address:

**FOR INDIVIDUALS (POA)**

\_\_\_\_\_  
Signed for and on behalf of  
PURCHASER/S

By : .....  
Authority : Power of Attorney holder by virtue of registered Power of Attorney \_\_\_\_\_ dated \_\_\_\_\_

Witness:

Signature:

Name:

Address:

**FOR PERSONS OTHER THAN INDIVIDUALS**

\_\_\_\_\_  
Signed for and on behalf of  
PURCHASER/S

By : .....  
Designation : .....

Witness:

Signature:

Name:

Address:

**SCHEDULE I: "PROJECT LAND"**

**ALL THAT** pieces and parcel of contiguous land altogether admeasuring 15.03 acres (equivalent to 60867 Sq. Mtrs.) comprised in L.R. Dag No. 4474(P) corresponding to R.S. Dag Nos. 568, 335, 334, 330, 329, 307, 354, 435, 431, 422, 436, 434, 432, 424, 425, 426, 427, 460, 461, 462, 463, 457, 456, 448, 449, 447, 500, 501-504, 506-509, 398, 612, 641, 642, 649, 650, 652, 654, 656, 606, 609, 659, 430, 644, 676 under L.R. Khatian No. 11976, R.S. Khatian No. 11721 within Mouza Konnagar, J.L. No. 7, Police Station – Uttarpara falling within the local limits of Kanaipur Gram Panchayat in the District of Hooghly butted and bounded:

<b>On the North</b>	Partly by L.R. Dag No. 4474(P) within Mouza Konnagar and partly by L.R. Dag No. 1904 within Mouza Khodrabahera;
<b>On the East</b>	By L.R. Dag No. 4474(P);
<b>On the South</b>	By L.R. Dag No. 4474(P);
<b>On the West</b>	Partly by L.R. Dag No. 4474(P), partly by L.R. Dag No. 4475 and partly by L.R. Dag No. 4476, all within Mouza Konnagar;

**SCHEDULE II: "PROJECT – GRAND ONE"**

**"GRAND ONE"** shall have 24 (twenty-four) multi-storied Towers, each having stilt+14 upper floors comprising of residential apartments along with limited shops comprised in 8 (eight) clusters (3 Towers in each Cluster) along with such Common Areas and Common Utilities, Facilities & Amenities as more particularly described in **Schedule V** hereunder written.

**SCHEDULE III: "UNIT"**

**ALL THAT** a residential apartment No. \_\_\_\_ having the area description appearing in the Table below and located on the \_\_\_\_ Floor of Tower \_\_\_\_ within Cluster \_\_\_\_ of "Grand One" of "Shriram Grand City" which is being constructed on the Project Land:

**TABLE: AREA DESCRIPTION OF THE APARTMENT**

Super Built-up Area (in Sq. Ft.)	Built-up Area (in Sq. ft.)	Carpet Area (in Sq. ft.)	Exclusive Balcony (in Sq. ft.)

**ALONG WITH** exclusive, perpetual, transferable and heritable right to park a vehicle in \_\_\_\_ designated Car Parking Space(s) **TOGETHER WITH** the undivided, proportionate right to use the Common Areas and Common Utilities, Facilities & Amenities (described under Schedule V) in the Project in common with the Seller as well as the owners/lawful occupants of other apartments/shops comprised in the Project **AND TOGETHER WITH** the proportionate undivided indivisible impartible share in the Project Land (described under Schedule I) attributable to the Built-Up Area of the Apartment in proportion to the sum total of the Built-Up Area of all the apartments and shops comprised in the Project. The Apartment is delineated in the concerned Floor Plan annexed hereto which is marked as **Annexure-A** and duly bordered thereon in 'RED'.

**SCHEDULE IV: "PAYMENT SCHEDULE"**

*As may be applicable*

**SCHEDULE V: “COMMON AREAS” AND “COMMON UTILITIES, FACILITIES & AMENITIES”****PART I - “COMMON AREAS”**

1. The foundations, columns, girders, beams along with all structural and other components necessary or convenient for the existence, maintenance and safety of each Tower in the Project.
2. The staircases, lifts, corridors, staircase and lift lobbies, fire escapes, roof, mummy, parapet, lift machine room, entrances and exits of each Tower in the Project.
3. Ground Floor facilities such as entrance lobby, toilets (gents/ladies), fire control room, communication room, electrical meter room, LT/HT room, maintenance/store room, security room, community hall, security booth in each Tower of the Project.
4. Installations of central services such as electrical power supply system, water supply system, sewage collection & disposal system, storm water drainage sanitation system, rain water harvesting system fire-fighting system, solar power system, communication system, power back-up system (DG) and in general, all apparatus connected with installations existing for common use.
5. Overhead water tanks, underground water reservoir, sumps.
6. Fire Refuge Terraces on 8th and 13th Floors and Open Terraces in the 1st Floor of each Tower of the Project.
7. Driveways, ramps and pedestrian pathways.
8. Boundary of the Project Land including entry/exit gates of the Project along with security cabins.
9. Landscaped garden.
10. Visitors' parking areas.
11. All other areas, parts, portion of the Project necessary or convenient for its maintenance, safety etc. and in common use.

**PART II - “COMMON UTILITIES, FACILITIES & AMENITIES”****A. Common Utilities & Services**

- a) Electrical Power Supply system
- b) Water Supply system
- c) Sewage Collection & Disposal system
- d) Storm water drainage & sanitation system
- e) Rain Water Harvesting system
- f) Fire Fighting system
- g) Solar Lighting system (Select locations)
- h) Communication system
- i) Power back-up system through DG (Limited areas)

**B. Common Facilities at Ground Level**

- a) Entry Plaza & Lounge
- b) Vertical Transport – lifts, staircases and suitable ramps for people with special needs
- c) Electrical Meter Room
- d) Fire Control Room
- e) Security Room
- f) LT Panel Room
- g) Maintenance cum Store Room
- h) Communication Hub Room
- i) Community Hall with Pantry
- j) Ladies & Gents Toilet
- k) Complex Entrance Gates & Security Booth
- l) Boundary
- m) Parking Spaces for Visitors
- n) Drive ways & Walk ways
- o) Traffic Signages
- p) Ambulance parking space

**C. Common Amenities at Ground Level**

- a) **Central Green Zone**

- i) Party Lawn & Dining space
- ii) Amphi-theatre with performance space
- iii) Children Play area
- iv) General Seating
  
- b) **Club House Complex**
  - i) Banquet Space with Guest Rooms, Kitchen & Toilets
  - ii) Central Lounge
  - iii) Gymnasium
  - iv) Yoga & Meditation Centre
  - v) Kids Indoor Play Area
  - vi) Games Room
  - vii) Adda Zone
  - viii) Library & Reading Room
  - ix) Mini Theatre
  - x) Swimming Pool
  - xi) Changing Room
  - xii) Ladies & Gents Toilet
  - xiii) First Aid Centre

**SCHEDULE VI: "SPECIFICATIONS"**

- A. **Structure**
- a) Sub-Structure- RCC Pile foundation
  - b) Super Structure – RCC Frames & suitable alternative
- B. **Masonry** (Wherever required)
- a) Brick or Light-Weight Concrete / Fly-ash blocks in Cement Mortar
- C. **Plastering**
- a) Cement Mortar (Where ever required)
- D. **Painting**
- a) Internal Wall – PoP putty with a coat of Primer
  - b) Internal Ceiling – PoP putty with coat of Primer
  - c) External Wall & Ceiling – Cement based paint
  - d) On metal surfaces – Enamel paint
- E. **Tiling – on Floors**
- a) Apartments - Living, Dining, Bedrooms - Vitrified Tiles
  - b) Apartments - Kitchen, Balcony & Service – Ceramic tiles
  - c) Apartments - Toilets – Ceramic tiles
  - d) Common Area Passages -Ceramic tiles
  - e) Stairs & Other locations – Cement flooring
  - f) Ground Floor Common Facilities – Cement flooring
- F. **Kitchen counter**
- a) Granite top
- G. **Tiling – on Walls**
- a) Apartments- Kitchen – Up to 2'0" from cooking platform – Ceramic tiles
  - b) Apartments - Toilets – Up to 7'0" from floor – Ceramic tiles
  - c) Lift fascia at Lobby (Few Select locations) – Granite/Marble/Tiles
- H. **Plumbing**
- a) Water supply, Drainage & Sewage – PVC pipes or equivalent
  - b) Hot water provision only to shower with a wall mixer in ~~at~~ select toilets
  - c) Sewage line – Stoneware or equivalent
- I. **Sanitary**
- a) Water closets – EWC of standard quality
  - b) Wash Basins – standard quality
  - c) Fixtures – CP of standard quality
  - d) Kitchen Sink – Stainless steel – Single bowl standard quality
- J. **Joinery**
- a) Entrance Door frame – Hard wood or alternative material
  - b) Other Door Frames – Hard wood or alternative material
  - c) Entrance Door Shutter – Solid core flush with Teak Ply and varnished or alternative material
  - d) Toilet Door Shutters & frames - PVC
  - e) Balcony Doors & frames – Aluminium swing /PVC
  - f) Other Door Shutters – Flush door
  - g) Windows – Aluminium sliding shutters
  - h) Ventilators – Aluminium frame with Glass louvers
- K. **Handrail**
- a) MS grills with enamel paint
- L. **Electrical**
- a) Fittings of standard quality

b) Wiring – standard quality

M. **Power Back-up** (through DG)

- a) Tower entrances
- b) Staircases
- c) Lift
- d) Security check point
- e) Corridor, lift lobby (limited)
- f) Stilt parking (limited)
- g) Internal driveways (limited)
- h) Club (limited)
- i) LGF Parking (limited)
- j) Open areas (limited)
- k) Services/ maintenance rooms (limited)
- l) Community hall (limited)
- m) Within apartments (limited)

N. **Lift**

2 lifts of standard make in each Tower of the Project – One 10 pax and other 15 pax.

**ANNEXURE A: FLOOR PLAN**