

Draft Agreement for Sale
(only for understanding but the same shall not be legally binding)

THIS AGREEMENT FOR SALE (“Agreement”) is made on this _____ day of _____, Two Thousand and _____, at Kolkata

BETWEEN

Bengal Shriram Hi-Tech City Private Limited (PAN No. -----), 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 Corporate office at Level – 7, Block – B, “Victoria Park”, Block GN, Plot 37/2, , Sector V, Salt Lake, Post Office – Nabadiganta, Police Station – Salt Lake Electronic Complex, Sector V, Kolkata – 700091, represented by its Authorised Signatory, _____ and hereinafter referred to as the “**OWNER**” (which term or expression shall unless repugnant to the subject or context thereof, be deemed to mean and include its successor –in -interest and permitted assigns) of the **FIRST PART**;

AND

SPL Estates Private Limited (PAN No. AAWCS2550G), a Company incorporated under the Companies Act, 1956, having its registered office at Lakshmi Neela Rite Choice Chamber New No. 9, Bazulla Road, T Nagar , Post Office – -----, Police Station – -----, Chennai 600017, represented by its Authorised Signatory, ----- Working for gain at -----, residing at ----- **authorized vide Board Resolution dated** ----- and hereinafter referred to as the “**PROMOTER**” (which term or expression shall unless repugnant to the subject or context thereof, be deemed to mean and include its successor –in -interest and permitted assigns) of the **SECOND PART**;

AND

----- (Aadhaar No. -----), son/daughter of -----aged about -----
--- years, residing at -----, Post Office -
----- Police Station - ----- District - -----, State- PIN - -----
-, (PAN
No. -----) (hereinafter referred to as the "**ALLOTTEE**", which expression shall unless
repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs,
administrators, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**;

The Owner, Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and
individually as the "Party"

DEFINITIONS:

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

1. "**Act**" means the West Bengal Housing Industry Regulation Act, 2017(West Bengal Act XLI of 2017);
2. "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
3. "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act(WBHIRA), 2017;
4. "**section**" means a section of the Act.
5. "**Apartment**" shall have the meaning ascribed to it under the Recital Q.
6. "**Allotment Money**" shall mean the entire/part of the prescribed amount mentioned in the Allotment Letter payable by the Allottee/s in the manner prescribed in the Payment Schedule as mentioned in Schedule C
7. "**Application Amount**" that has been paid along with the Application Form which is now being mentioned as **Booking Amount** in this Agreement.
8. "**Application Form**" shall have the meaning ascribed to it under Recital Q;
9. "**Applicable Laws**" means all applicable Government laws rules or regulations and any statutory re-enactment thereof including all amendments, modifications or supplements thereto;
10. "**Allotment**" shall have the meaning ascribed to it under Recital Q;
11. "**Allottee(s)**" shall mean the applicant(s) in whose favour an allotment of apartment/ in the Said Sub- Phase I Project has been made by the Promoter by issuance of an Allotment Letter;
12. "**Allotment Letter**" shall have the meaning ascribed to under Recital Q.
13. "**Advance Core Maintenance Charge**" shall have the meaning ascribed to it in 12.1(d).
14. "**Advance Township Maintenance Charges**" shall have the meaning ascribed to it in Clause 12.2 (f)
15. "**Advance Maintenance Charges**" shall have the meaning ascribed to it in Clause 1.2 (c) (i);
16. "**Association**"/ "**Owners' Association**" shall mean an association to be formed by the owners of the various apartments comprised in the Said Project in accordance with and under the provisions of the West Bengal Apartment Ownership Act, 1972, as amended;
17. "**Architect**" shall mean person(s) and/ or firm(s) and/ or company(s) whom the promoter may appoint from time to time as the architect for the said Sub- Phase I Project and who is registered under the provision of Architect Act , 1972
18. "**BHK**" shall mean B = Bedroom, H= Hall & K = Kitchen;
19. "**BL&LRO**" shall have the meaning ascribed to it under Recital G;
20. "**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;
21. "**Clause**" means a clause in this Agreement;
22. "**Vehicle/Car Parking Space(s)**" shall mean the designated parking space(s) sanctioned by KMDA and available in limited numbers in the Said Sub- Phase I Project, reserved for exclusive use by the Allottee/s and lawful occupants for parking Vehicle/cars and two-wheelers in the Said Sub- Phase I Project;
23. "**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.

24. **"Cancellation Charge"** shall mean the amount deducted from the Sale Price of the Apartment on cancellation by the Allottee/s but does not include the interest on delayed payments, Taxes & Duties and other charges required to be deducted/recovered by the Promoter upon cancellation in terms of Clause -7.5.1 (a) of this Agreement;
25. **"Cancellation Letter"** shall have the meaning ascribed to it in Clause 7.5.1 (a);
26. **"Cancellation Notice"** shall have the meaning ascribed to it in Clause 10.2.2 (a)
27. **"Cancellation Period"** shall have the meaning ascribed to it in Clause 7.5.1 (a);
28. **"Common Areas"** shall mean the areas available within the Said Sub- Phase I Project to be accessed, used and enjoyed in common with the Promoter and all the Allottees/lawful occupants of apartments/s comprised in the Said Sub- Phase I Project, more fully and particularly described in PART-I of Schedule E but shall exclude Vehicle/Car Parking Space(s).
29. **"Common Utilities, Facilities & Amenities"** shall mean and include the facilities and amenities relating to the Said Sub- Phase I Project which are to be used and enjoyed in common with the Promoter and all the Allottees/lawful occupants of other apartments comprised in the Said Sub- Phase I Project, more fully and particularly described in PART II of Schedule E.
30. **"Corpus Deposit"** shall have the meaning ascribed to it in Clause 12.1.(e);
31. **"Core Maintenance"** shall have the meaning ascribed to it in Clause 12.1(a)
32. **"Core Maintenance Charges"** shall have the meaning ascribed to it in Clause 12.1.(c)
33. **"Defect Liability Period"** shall have the meaning ascribed to it under Clause 13
34. **"Demand Note"** shall have the meaning ascribed to it in Clause 2.1.
35. **"Deemed Date of Possession"** shall have the meaning ascribed to it in Clause 7.2 (e) .
36. **"Deemed Effective date"** shall have the meaning ascribed to it in Clause 7.5.1.(c)
37. **"Events of Default"** shall have the meaning ascribed to it in Clause 10;
38. **"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 Allottee/s;
39. **"Force Majeure Events"** shall have the meaning ascribed to it in Clause 16.15.
40. **"Government Order"** shall have the meaning ascribed to it under Recital B
41. **"Terms of Application (TOA)"** shall mean the General Terms and conditions (GTC) as well as the other Terms and Conditions which have been issued by the Promoter for the Said Sub-Phase I Project along with the Application form
42. **"HML"** shall have the meaning ascribed to it under Recital A
43. **"Holding Charges"** shall have the meaning ascribed to it in Clause 7.3 ;
44. **"Limited Common Area"** shall mean the Allottee/s Vehicle/Car Parking Space/s and such other areas from and out of the Common Areas of the Sub- Phase I Project, which are allotted for the exclusive use by the apartment owners in Sub- Phase I Project as they would be attached to such apartments and capable of being used by the owners of the apartments and to be maintained by the owners of the apartments at their cost and not as part of the Common Area.
45. **"Outstanding Amount"** shall mean the amount outstanding/due from the Allottee/s as on a particular date in terms of this Agreement;
46. **"Possession Date"** shall have the meaning ascribed to it in Clause 7.2.(d)
47. **"Possession Notice"** shall have the meaning ascribed to it in clause no. 7.2(c)
48. **"Possession Period"** shall have the meaning ascribed to it in Clause 7.1(a)
49. **"Said Sub- Phase I Project"** shall have the meaning ascribed to it under Recital L
50. **"Said Sub- Phase I Project Land"** shall have the meaning ascribed to it under Recital L
51. **"Total Project"** shall have the meaning ascribed to it under Recital L
52. **"Sale Deed"** shall have the meaning ascribed to it in Clause 11.1
53. **"Special Facilities"** shall have the meaning ascribed to it in Clause-15.2
54. **"SBUA"** shall mean Super Built-up Area;
55. **"Sale Price"** shall have the meaning ascribed to it in Clause 1.2 (a)
56. **"Sanctioning Authority"** shall mean KMDA (Kolkata Metropolitan Development Authority) and/or any other competent authority who shall have the power to sanction/renew/issue necessary NOCs/certificates for the said Sub- Phase I Project and or any part thereof, for the time being in force .
57. **"Total Payable amount"** shall have the meaning ascribed to it in Clause 1.2(d)
58. **"Towers"** shall have the meaning ascribed to it under Recital M;
59. **"Township"** shall have the meaning ascribed to it under Recital D;
60. **"Township Land"** shall have the meaning ascribed to it under Recital C

61. **"Township Maintenance"** shall have the meaning ascribed to it in Clause 12.2(d)
62. **"Township Maintenance Charges"** shall have the meaning ascribed to it in Clause 12.2(e)

INTERPRETATIONS:

- (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;

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 13th 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 Owner herein, has purchased the 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 Owner herein, is developing an integrated township named "**SHRIRAM GRAND CITY**" in a phase wise manner ("**Township**"). The Township shall be developed in phases, each of which constitutes a separate Project.
- E. By a **Sale Deed dated 2nd September, 2009** made between HML, therein referred to as the "Vendor" of the One Part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the OWNER 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 PROMOTER 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 Schedule A Part II 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 virtue of the aforesaid **Sale Deed dated 2nd (second) September, 2009** more particularly set out under Recital E hereinabove, **Bengal Shriram Hi-Tech City Private Limited**, the First Party herein has become the sole owner of and is absolutely seized and possessed of or otherwise sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring **62.791 (sixty two point seven nine one)** acres, being the Lot-A Land.
- G. The OWNER has subsequently been recorded as a "Raiyat" in respect of the Lot-A Land in the Record-of-Rights maintained at the office of BL&LRO, Sreerampore –Uttarpara and is the absolute and lawful owner of the LotA land as mentioned hereinabove.
- H. The Lot A Land has been converted and presently classified as "Upanagari" vide Order No. IX-2/07(Comm)/2358/1(7)/S/2015 dated 20th (twentieth) April, 2015.
- I. (a) Subsequently by a **Development Agreement dated 4th February, 2019** made between Bengal Shriram Hi-Tech City Pvt. Ltd, therein referred to as the "Owner" of the One Part, and SPL Estates Private Limited, therein referred to as the "PROMOTER" of the Other Part herein, which was registered in the office of the Additional Registrar of Assurances-III, Kolkata and duly recorded in Book – I, Volume No. 1903-2019, Pages 15556 to 15612 being Deed No. 190300337 for the year 2019, **ALL THAT** piece and parcel of land admeasuring **19.51 (Phase II Project Land)** acres, being the part of the said LOT-A of the Township Land (as defined in the recitals hereinabove). Details of the Land Schedule is mentioned herein below at Schedule -A, Part-I. Promoter proposes to develop a Housing Project on the said Phase -II Project Land. Owner/Promoter have duly obtained the sanction of the said Phase -II Project from KMDA as described in details herein below.
- (b)Subsequently a Debenture Trust Deed dated 7th February ,2019 was registered by which, the Promoter, SPL Estates Private Limited have issued debentures in favour of Kotak India Affordable Housing Fund I being the Debenture Holders and the Promoter i.e. SPL Estates Private Limited and Owner i.e Bengal Shriram Hi Tech City Private Limited have provided security in favour of Debenture Trustee by way of mortgage over the entire Project without possession and Axis Trustee Services Limited has been appointed as the Debenture Trustee to act for and on behalf of the Debenture Holder .
- J. The Owner/promoter has received the sanction of the Development Plan, Building Plan on the Project Land of 19.51 Acres (**Total Project**) from Kolkata Metropolitan Development Authority ("KMDA"),vide their Sanction letter Approval no. 143/KMDA/SPU/I-5/09/(SWC) dated 19/09/2019.
- K. Promoter plans to develop the Total Project in multiple sub-phases over a period of time.
- L. Out of the said Total Project the Promoter is presently developing the first phase within same in the name and style of **Sunshine I (Said Sub- Phase I Project)** on a parcel of land altogether admeasuring 6.636 acres out of the Sub- Phase I Project land of 19.51 Acres more particularly described in the **Schedule A Part -II** hereunder written and hereinafter referred to as the ("**Sub-Phase I Project Land**"). The Sub- Phase I Project land shall remain an integral subset of Total Project Land unless seperated at the descretion of the Promoter/Owner.

- M. The Said Sub- Phase I Project shall have 5 multi-storied G+18 buildings ("**Towers**") comprising of 1/ 2/ 3 BHK residential apartments as more particularly described in **Schedule-A, Part III** hereunder written along with such Common Areas as well as Common Utilities, Facilities & Amenities as more particularly detailed in **Schedule D and E** hereunder written.
- N. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the Said Sub- Phase I Project which is proposed to be developed.
- O. The Owner has given to KMDA a written intimation of commencement of the development work of the Total Project vide its letter no. BS/OPS/KMDA/ 19-20/ 62 dated 25/09/2019 as per obligation based on the "Development Permission and Sanction issued Vide Letter No. 143/KMDA/ SPU/ I-5/ 09/ SW dated 19/09/2019 ;
- P. Promoter has registered the Said Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on ----- under registration no. HIRA/P/HOO/2019/-----.
- Q. The Allottee/s has/have applied for an apartment in the Said Sub- Phase I Project and has obtained the prescribed application form ("**Application Form**")vide application no. _____ dated _____ along with a copy of the relevant Terms & Conditions ("**TOA**") to be observed and complied with by an applicant/allottee, which have been issued by the Promoter for the Said Sub- Phase I Project. In response to Application Form along with the TOA dated _____ duly made and signed by the Allottee/s , the Promoter, by an Allotment Letter dated _____ ("**Allotment Letter**"), has allotted ("**Allotment**") a residential apartment _____ 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 hereinbefore) measuring _____ sq. ft., located on the ____ **Floor** of **Tower** ____ of "Said Sub- Phase I Project" being constructed on the Phasell Project Land ("**Apartment**") ALONG WITH exclusive, perpetual, transferable and heritable right to park a Car /vehicle in ____ designated Car/ Vehicle Parking Space(s) TOGETHER WITH the undivided, proportionate right to use the Common Areas as well as the Common Utilities, Facilities in the Said Sub- Phase I Project, more particularly mentioned in **Schedule D & E** hereunder written, in common with the Promoter and/or the Owner's Association as well as the Allottees/lawful occupants of other apartments comprised in the Said Sub- Phase I Project AND TOGETHER WITH the proportionate undivided indivisible impartible share in the Sub- Phase I Project Land / Total Project Land (hereinafter collectively referred to and identified as the "**Apartment**", more particularly described in **Schedule A Part IV** hereunder written) which the Promoter has agreed to sell and transfer and the Allottee/s has/have agreed to purcha and acquire on ownership basis for a consideration of Rs. _____ /- (_____ **Only**) ("**Sale Price**") and on the terms and conditions mentioned in the TOA along with the Allotment Letter. The Apartment is delineated in the concerned Floor Plan annexed hereto which is marked as **Schedule B** and duly bordered thereon in '**RED**'.
- R. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the same shall prevail over and supersede all other terms and conditions, if any prevailing at any time herein before as mentioned hereinabove.
- S. On or before the execution of this Agreement, the Allottee/s has/have paid the following amounts towards the payment of the Sale Price:
- (a) A sum of Rs. _____vide Cheque/demand draft _____dated _____, drawn on _____, as the prescribed amount mentioned in the Payment Schedule annexed to the TOA , to be paid along with the Application Form ("**Booking amount**"), which the Promoter has duly realised.

Amount (INR)	Date	Payment Mode	Instrument No.	Bank Name
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(b) A sum of Rs. _____ vide cheque/demand draft/Transaction Number _____, dated - _____ drawn on _____, as the entire/part of the prescribed amount mentioned in the Allotment Letter payable by the Allottee/s in the manner prescribed in the Payment Schedule annexed to the Allotment Letter ("**Allotment Money**"), which the Promoter has duly realised.

Amount (INR)	Date	Payment Mode	Instrument No.	Bank Name

e

Allottee/s has/have agreed to pay to The Promoter, the balance of the Total Price/Sale Price and other charges and deposits in the manner more particularly detailed in the "**Payment Schedule**" mentioned in **Schedule C** hereunder written.

- T. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, bye-laws etc., applicable to the Said Sub- Phase I Project.
- U. Prior to the execution of these presents, the Allottee/s has/have satisfied himself in respect of:
- (a) the right, title and interest of the Promoter in respect of the Phase I Land;
 - (b) the approvals obtained in respect of the Sub- Phase I Project;
 - (c) the Development Plan and Building Plans sanctioned by the KMDA;
 - (d) the location, shape, dimension and the Super Built-up Area(as defined hereinbefore), Built-up Area (as defined hereinbefore), Carpet Area (as defined herein before) of the Apartment (as defined hereinafter) and the area of the Exclusive Balcony (as defined hereinafter);
 - (e) the specifications of construction of the Apartment (as defined hereinafter);
 - (f) the various Common Areas in the Said Sub- Phase I Project;
 - (g) the various Common Utilities, Facilities & Amenities provided in the Said Sub- Phase I Project;
 - (h) the timelines for payment of the Total Price, other charges and deposits, as mentioned in Schedule C hereunder.
- V. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter and also in pursuance the Allotment Letter, for the purpose of recording the detailed and comprehensive terms and conditions relating to the sale and purchase of the Apartment as appearing hereinafter;
- W. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in Recital Q.

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the Apartment as specified in Recital Q.
- 1.2. **Sale Price & Total Payable Amount:**

- (a) The **Sale Price** payable by the Allottee/s to the Promoter for the Apartment is Rs. _____/- (Rupees _____ **Only**);
 - (b) The Sale Price is exclusive of any taxes and duties as appropriately detailed in Clause 1.4;
 - (c) In addition to the Sale Price, the Allottee/s shall also be liable to pay to the Promoter, the following amounts on or before the date of possession in terms of this Agreement:
 - I. Advance Core Maintenance Charges [Clause 12.1 (d)] as well as Advance Township Maintenance Charges [Clause 12.2 (f)] equivalent to 24 (twenty-four) months' period hereinafter collectively referred to as "Advance Maintenance Charges";
 - II. The Corpus Deposit as detailed in Clause 12.1(e) below, towards Core Maintenance;
 - (d) The total price payable by the Allottee/s shall be an aggregate of the Sale Price, Corpus Deposit, Advance Maintenance Charges and any **Other Charges** as may be charged by the Promoter along with all applicable rates and taxes along with any other amount payable by the Allottee/s in terms of this Agreement ("**Total Payable Amount**") shall be collected from the Allottees from time to time.
 - (e) The Allottee/s expressly and unequivocally agrees to pay the Total Payable Amount strictly in accordance with the Payment Schedule as mentioned in **Schedule C** hereunder written.
- 1.3. Sale Price above includes the booking amount paid by the Allottee/s to the Promoter towards the Apartment.
- 1.4. **Taxes & Duties:**
- (a) Taxes on amounts payable by the Allottee/s to the Promoter under this Agreement shall be charged separately to the Allottee/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 Allottee/s.
 - (b) Allottee/s agrees to pay to the Promoter 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 Promoter shall charge separately to the Allottee/s appropriate CGST and SGST or IGST, as applicable, in respect of the various amounts collected/received by the Promoter from the Allottee/s under this Agreement.
 - (d) Under GST Laws including CGST, SGST and IGST, as applicable, the Allottee/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 Allottee/s shall provide necessary certificate of withholding to the Promoter in the prescribed form.
 - (e) The Allottee/s further understand/s that during any extended period of delivery of possession of the Apartment 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 Allottee/s.
 - (f) Where the Promoter is required to make any refund to the Allottee/s in terms of this Agreement, the Promoter 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 Allottee/s shall not have any right to claim refund of such adjusted/deducted amount towards taxes and duties.
 - (g) The Allottee/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 Promoter agrees to sign necessary consent letters in respect thereof. The Promoter has agreed to assist the Allottee/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 Apartment, the Allottee/s agree/s to pay the same in proportion for his/her/their/its Apartment as informed by the Promoter.

- (h) The Allottee/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/modification of the prevailing rates & taxes, by any Government Authority in relation to the Apartment and /or the Said Sub- Phase I Project Land, as the case may be, from the Possession Date or the Deemed Date of Possession, as may be applicable and same shall be payable by Allottee/s as per the demand raised by the Promoter.
- 1.5. The Sale Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges or introduction of new charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/ charges/ imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the said Sub- Phase I Project, as per registration with the Authority, which shall include the extension of registration, if any, granted to the said said Sub- Phase I Project by the Authority as per the Act, (if the said extension is for the reasons directly attributable to the Promoter), the same shall not be charged from the Allottee/s.
- 1.6. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such amount as may be decided by the Promoter for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.
- 1.7. It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned plans, layout plans in respect of the said apartment or the said Sub- Phase I Project without the previous written consent of the Allottee/s and the Allottee/s further agrees such consent shall not be unreasonably withheld and shall release within a specified time as mentioned by the promoter. The Promoter may send a letter to the Allottee/s for the purpose of taking such consent through the registered post with Acknowledgement due on the address mentioned herein and incase the Allottee/s does not reply to such letter within one week on the date of delivery of the letter, the same shall be deemed to be consent of the Allottee/s as required under Section 14 of the Act;
- 1.8. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the Completion certificate in part/lots is granted by the competent authority. Any variation in the carpet area which is more than ----% (-----percent) shall be measured by the parties and the price of such variation shall be adjusted accordingly. However, variation up to --- % (---- percent) is agreed by the parties.
- 1.9. It is hereby clearly stated by the Promoter to the Allottee/s that the said Sub- Phase I Project and also the Total Project is a Part / subset of the integrated Township Project i.e. Shriram Grand City. The Township will be developed in a phased manner over a period of time, as per the Promoter's decision. The Township will have few common infrastructure components such as access roads, drains etc. and will have certain common utilities and amenities. These said common features of the township may be developed along with the Said Sub- Phase I Project or may be developed at a later date. The Allottee/s of Said Sub- Phase I Project shall have the right to use these common infrastructure, utilities and amenities along with other lawful owners of various other properties to be developed in phases within the Township, by paying regularly the applicable Township Maintenance Charges, either to the Promoter/Owner or to a management Agency to be identified and appointed by the Promoter/Owner.

2. MODE OF PAYMENT:

- 2.1. The Total Payable Amount shall be paid by the Allottee/s strictly in accordance with the Payment Schedule and other terms of this Agreement. The Promoter shall issue demand letters calling upon the Allottee/s ("**Demand Note**") to pay such amount within 15 (Fifteen) days from the date of the Demand Note and the Allottee/s shall make the payment within the said period. All payments shall be considered to have been received by the Promoter only when the same is credited in the account of the Promoter . In the event any Cheque/Draft

submitted by any Allottee/s is returned unpaid, the Allottee/s shall have to pay, along with the unpaid amount, an additional amount of Rs. -----to the Promoter.

- 2.2. Timely payment in accordance with the Payment Schedule/Demand Note is of the essence in this Agreement.
- 2.3. Delayed Payment: If the Allottee/s delay/s in payment towards any amount which is due and payable, he shall be liable to pay interest 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. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1. The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary' formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his, /her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottee/s and such third party' shall not have any right in the - application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the said Sub- Phase I Project as disclosed at the time of registration of the said Project with the Authority and towards handing over the Apartment to the Allottee/s and the common areas of the said said Project to the association of Allottee/s. The other phases of the said TotalProject along with its common amenities, if any with the Allottees of the said Project Sunshine-I shall be duly disclosed as and when the same is Registered.

6. CONSTRUCTION OF THE SAID PROJECT/ APARTMENT:

- 6.1. The Owner has obtained the Sanction of the Development Plan , and Building Plan for the Total Project from the Competent Authority which is being developed by the Promoter in phased manner.
- 6.2. In the said Total Project, the Promoter shall develop in multiple phases with the amenities therein as per the sanction obtained in such manner as the Promoter in its sole discretion may

deem fit.

- 6.3. The Promoter proposes to hand over the amenities of **Sunshine I (said Sub- Phase I Project)** at the end of the completion of the total Total Project .
- 6.4. The Allottee/s has seen the approved Development Plan, Building plan, and other related documents as approved by the Sanctioning Authority and accepted the floor plan, and the specifications, amenities and facilities as mentioned in Schedule D and E, as represented by the Promoter. The Promoter shall construct the Said Sub- Phase I Project in accordance with the Development Plan, layout plans, building plans approved by the concerned sanctioning authority and as per the specifications and particulars of construction. The Allottee/s understand/s that the layout plans and sanctioned plans in respect of the Apartment may be subject to addition and/or alteration. The Promoter shall, however, affect such additions and/or alterations in respect of the Apartment after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws.
- 6.5. The Promoter during construction of Sub Phase I Project and other phases may secure modifications to the existing Development Plan and Building Plan of the total Project and in such an event the development of the Total Project shall be in terms of the proposed modified Development Plan and modified Building Plan to be obtained at a later stage from the relevant Planning Authority. The Allottee/s being made aware of the above have no objection to the said modification that may be made by the Promoter. The Promoter has reserved the right, power and authority to seek modification to the aforesaid Development Plan/s and Building Plan/s and further to integrate/segregate the land reserved for Future Development into the Total project. The Promoter has also reserved the right, power and authority to share the amenities, facilities and utilities of the Sub- Phase I project for the entire development that is envisaged as mentioned above. The Allottee/s are further made aware that the common facilities and amenities in the Sub- Phase I project including the Future Development shall also be used and utilized by all the Allottee/s of Apartments developed in the Total Project. The Total Project shall be developed in one or more phases. The Promoter as aforesaid will be developing the Total Project in phases from time to time depending on feasibility and market conditions and shall retain portions of the same and develop it now or later for the purposes stated above and deal with the same in the manner they deem it fit. The Owner and Promoter have reserved their right of usage of roads and passages, amenities, facilities and other infrastructure in the Total Project for purposes of supporting the development and maintenance of services therein and this right is in the nature of an easement which runs as a covenant with the Total Project Land
- 6.6. The Allottee/s hereby further confirms that they have no objection for the Promoter to integrate/segregate the common amenities and facilities in respect of all the Apartments constructed in the entire extent of the Sub Project I including the land reserved for Future Development as part of the Total Project, and the Allottee/s hereby give their consent to the Promoter for the above and also to seek modification of the Development Plan and Building Plan, if required.
- 6.7. The Promoter shall provide the specifications as mentioned hereunder at Schedule D . The Promoter may, however, owing to circumstances beyond its reasonable control, at its sole discretion, change such specifications to that of equivalent quality.
- 6.8. Notwithstanding what has been stated above, the Promoter may make such minor additions or alterations as may be required by the Promoter 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 Allottee/s.
- 6.9. The Allottee/s agree/s and acknowledge/s that the Promoter shall have the right to make additions in the Building Plan, layout plans, of the apartments/s, common areas within the Said Sub- Phase I Project to or put up additional floors/structures in the buildings in the Said Sub- Phase I 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 Said Sub- Phase I Project Land, Common Areas and Common Utilities, Facilities & Amenities in the Said Sub- Phase I Project. The Promoter 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.
- 6.10. The Allottee/s further agree/s that even after taking possession of the Apartment, they shall have no objection for the Promoter in continuing with the construction of additional structures

and/or buildings adjacent to or above the Apartment/Tower on any ground whatsoever (including nuisance). The Allottee/s shall not claim any compensation or withhold any payment payable to the Promoter for the same.

- 6.11. The Common Areas, facilities and amenities that may be usable by the Allottee/s along with other Allottee/s of the said Sub- Phase I project and with the Allottee/s of other phases of the said Total Project may not be provided simultaneously/ contemporaneously with the offering of the possession of the Apartment to the Allottees in the Said Sub- Phase I Project and might be provided only after the completion of all phases of the said Total Project.
- 6.12. The Allottee/s hereby gives consent to the Promoter that the Promoter shall have full right, title and interest to use and utilize the additional FSI/FAR/TDR in respect of the Sub- Phase I 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 Apartments in the Said Sub- Phase I Project have been executed and the Allottee/s or the Association or any member of the Association shall not raise any objection, individually or collectively, of whatsoever nature for the same.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Apartment

- (a) The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee/s and the common areas to the association of Allottee/s (as soon as the Association is formed) is the essence of the Agreement. The conditions of the Possession in different circumstances are narrated herein below:
- (b) The Promoter assures to complete construction of the Apartment and hand over possession of the Apartment, subject to Clause 7.1(c) hereunder to the Allottee/s within _____ months from the date of the Allotment Letter with an additional grace period of 6 (six) months ("**Possession Period**") or ----- whichever is earlier except the Common Amenities and Facilities as stated hereinbefore at clause 6.11.
- (c) The Promoter shall, however, be entitled to an extension of the Possession Period, if the completion of construction and/or handover of possession of the Apartment is delayed on account of:
- I. "**Force Majeure Events**", as detailed in Clause 16.15, which shall be assessed by the Promoter and the Promoter shall inform the Allottee/s about such impossibility in writing;
 - II. reasonable circumstances beyond the control of the Promoter and without any default on the part of the Promoter including but not limited to:
 - (i) any delay in payments by the Allottee/s;
 - (ii) any delay in obtaining any approval, sanction renewal, revalidation from the authorities concerned on account of any reason beyond the control of the Promoter;
 - (iii) any delay due to any restriction, order, notification of authorities concerned and/or the Court of Law;
 - (iv) any default by the Allottee/s of the terms and conditions of this Agreement.
- Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Sub- Phase I Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter from the Allottees within a mutually agreeable time. The promoter shall intimate the Allottee/s about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- (d) On happening of any or all of the events mentioned in Clause 7.1(c) above, the Allottee/s shall be deemed to have granted reasonable extension to the Promoter for completion of construction and/or handover of possession of the Apartment in such extended period.

7.2. Procedure for taking possession

- (a) The Certificate issued by the Architect appointed by the Promoter for the Said Sub- Phase I Project with regard to the completion of construction of the Apartment.

- (b) On receipt of the Certificate from the Architect as mentioned hereinabove and upon the Allottee/s making payment of the necessary amounts in conformity with the Payment Schedule (Schedule C), provided the Allottee/s is/are not in default of any of the terms and conditions of this Agreement, the Promoter shall intimate the Allottee/s to come for the inspection of the Apartment ("Inspection Notice") within a period specified in the Inspection Notice. In case the Allottee/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 Allottee/s. During the inspection, the Promoter shall make a list of snags as may be indicated by the Allottee/s and clear the snags within a time period informed to the Allottee/s at the time of inspection. The decision of the Promoter with regard to the clearance of the snags will be final.
- (c) The Promoter, upon obtaining of the Completion Certificate in part/lots from the Sanctioning Authority, shall serve upon the Allottee/s, a notice in writing to take over the possession of the Apartment ("**Possession Notice**") within the period stipulated in the said Possession Notice.
- (d) The Allottee/s shall participate towards registration of the Sale Deed in respect of the Apartment in the manner mentioned in Clause **11** hereof and take over the possession of the Apartment from the Promoter 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 Allottee/s.
- (e) If the Allottee/s, for whatsoever reason, fail/s and/or neglect/s to participate towards registration of the Sale Deed of the Apartment and take over the possession of the Apartment from the Promoter within the period stipulated in the Possession Notice, the Allottee/s shall be deemed to have taken possession upon expiry of the period specified in the Possession Notice for taking over possession of the Apartment ("**Deemed Date of Possession**"). For all purposes, such Deemed Date of Possession, irrespective of the actual date on which the Allottee/s take/s over the physical possession of the Apartment, will be construed as the Possession Date. It is clarified herein that the actual physical possession of the Apartment will be handed over to the Allottee/s only after the registration of the Sale Deed of the Apartment in favour of the Allottee/s in the manner mentioned in Clause **11** hereof.
- (f) On and from the Possession Date or the Deemed Date of Possession, as may be applicable:
 - I. The Apartment shall be at the sole risk and responsibility and cost of the Allottee/s and the Promoter shall have no liability or concern thereof.
 - II. The Allottee/s shall become liable to pay the Maintenance and other Charges or any other outgoings in respect of the Apartment.
 - III. All taxes, deposits and other levies/charges, utility payments imposed, demanded or required to be paid to the authorities concerned relating to the Apartment and the undivided interest in the Said Sub- Phase I Project Land shall be borne and paid by the Allottee/s.
 - IV. All other expenses necessary and incidental to the management and maintenance of the Said Sub- Phase I Project as determined by the Promoter/Association of the Allottees as the case may be shall be borne by the Allottee/s.
- (g) In the event the Promoter is unable to deliver possession of the Apartment within the time frame mentioned in Clause 7.1(b) above due to reasons mentioned in Clause 7.1(c) above, the Promoter shall intimate the Allottee/s of the occurrence of the same and shall complete the Said Sub- Phase I Project within such reasonable extended period as may be intimated to the Allottee/s.
- (h) It will not be a pre-requisite or condition precedent for the Promoter to complete the Common Areas and Common Utilities, Facilities & Amenities for issuance of Possession Notice in respect of the Apartment to the Allottee/s. The Promoter shall, nonetheless, complete the same within the Possession Period stipulated in Clause 7.1(b).
- (i) The Allottee/s understand/s and agree/s that the Promoter may develop a part of the Said Sub- Phase I Project and defer the development of some of the Towers within the Said Sub- Phase I Project without affecting the handover of Apartment to the Allottee/s.
- (j) The Allottee/s understand/s and agree/s that the Promoter shall handover the possession

of the various apartments comprised in the Said Sub- Phase I Project or part thereof in parts/lots. The sequence of handover of possession of a particular part/lot of apartments/s in the Said Sub- Phase I Project will be at the sole discretion of the Promoter.

7.3. **Failure of Allottee to take Possession of Apartment**

If the Allottee/s fail/s to participate towards registration of the Sale Deed of the Apartment and take over the possession of the Apartment from the Promoter within the period stipulated in the Possession Notice, the Allottee/s shall be liable to pay to the Promoter holding charges at the rate of Rs. -----/- (Rupees ----- 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.

7.4. **Possession by the Allottee**

After obtaining the Completion certificate for the said Sub- Phase I Project in parts/lots issued by the Sanctioning Authority and handing over physical possession of the Apartment to the Allottee/s after the registration of his/her/their Apartment, it shall be the responsibility of the Promoter to hand over the necessary copies of documents and plans, including common areas, to the association of Allottee/s as per the prevailing law until the same is formed ;

7.5. **Cancellation and Assignment**

7.5.1. **Cancellation by Allottee**

(a) Allottee/s can cancel/withdraw his Allotment, without any fault of the Promoter ,at any time before execution and registration of Sale Deed of the Apartment ("**Cancellation Period**") by sending a letter in writing to the Promoter requesting such cancellation and in that event the Promoter shall cancel the Allotment by issuing a letter ("**Cancellation Letter**") and refund, without interest, the amount received till then from the Allottee/s after deducting an amount of Rs. -----/ (----- Only) per Square Feet of 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 Allottee/s upon cancellation in terms of this Agreement -

(b) In the event of cancellation, the Allottee/s shall have no right or interest on the Apartment and the Promoter shall be discharged of all its liabilities and obligations under this Agreement towards the Allottee/s whereupon the Promoter shall have the right to deal with the Apartment 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 Promoter (**Deemed Effective date**). 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 Allottee/s, apart from the payment of the applicable Cancellation Charge, the Allottee/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 Promoter, 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 Allottee/s, for further or more perfectly assuring the right and interest of the Promoter in the Apartment, by way of relinquishing all its rights and interest in the Apartment and empowering/entitling it to deal with the same in the manner in which it may deem fit.

7.5.2. **Assignment of Allotment by Allottee/s**

(a) The Allottee/s shall normally not be allowed to assign and/or alienate and/or transfer the Allotment. However, the Promoter 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 Allottee/s to assign his/her/their/its right in respect of the Apartment to any individual and/or entity/ies on charging an Assignment Fee of _____per square feet of the Built-up Area of the Apartment.

(b) It is also made clear that the Allottee/s will not be able to assign his/her/their/its rights in portions i.e., the Allottee/s will have to either assign all his/her/their/its rights in respect of the Apartment under this Agreement or otherwise shall not be able to assign his/her/their/its rights at all.

(c) In addition to above, the Promoter's consent (if granted) to assignment of the Apartment to individual and/or entity(ies) shall be inter alia subject to the Allottee/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 Promoter in the format as provided by the Promoter to ensure the transfer and assignment of all the rights and obligations of the Allottee/s under this Agreement to and in favour of his/her/their/its assignee.
- III. Such assignee shall pursuant to the assignment by the Allottee/s in terms hereof, be deemed to be the "Allottee" in relation to the Apartment 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 10.2 relating to the events of default and consequences in this Agreement shall apply in accordance with the terms contained therein.

7.5.3. Demise

- (a) In the event of the Allottee/s OR either of the Allottee's (in case of joint Allottees) demise prior to execution of the Sale Deed, the right to have the allotted Apartment shall devolve upon the nominee(s) as may be nominated by the deceased Allottee, subject to the condition that the deceased Allottee/s has executed and submitted to the Promoter a nomination form in the format prescribed by the Promoter.
- (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 Allottee/s and the nominee shall be deemed to be holding the Apartment 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 Allottee/s OR either of the Allottee/s (in case of joint Allottee/s) expires prior to execution of the Sale Deed, then the legal heir(s) of the deceased Allottee/s 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 Promoter 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 Promoter 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 Allottee/s OR either of the Allottee/s (in case of joint Allottee/s), be deemed to be the "Allottee/s or "co-Allottee", as the case may be, in relation to the allotted Apartment 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 10.2 shall apply.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and Warrants to the Allottee/s as follows:

- 8.1. The Owner has clear and marketable title with respect to the Phase I land and has the requisite rights to carry out development and also has actual, physical and legal possession of the same for the implementation of the Said Sub- Phase I Project which it has empowered and assigned to unto the Promoter vide the Development Agreement as stated hereinbefore;
- 8.2. All approvals, licenses and permits issued by the competent authorities with respect to the Said Sub- Phase I 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 Said Sub- Phase I Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain in compliance with all Applicable Laws in relation to the Said Sub- Phase I Project.
- 8.3. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- 8.4. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee/s in the manner contemplated in this Agreement.
- 8.5. 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 Promoter in respect of the Said Sub- Phase I Project Land and/or the Said Sub- Phase I Project.

- 8.6. The Promoter shall obtain all such insurances in respect of the Said Sub- Phase I Project, as may be required under the Applicable Laws

9. RIGHTS AND OBLIGATION OF THE ALLOTTEE/s:

9.1. Rights of the Allottee/s.

The Allottee/s shall have the following rights in respect of the Apartment:

- (a) the right to obtain the information relating to sanctioned plans, approved by the KMDA and such other information as provided under Applicable Laws and this Agreement;
- (b) the right to visit the said Sub- Phase I Project site with due prior permission and following all safety norms & rules to assess the extent of development of the said Sub- Phase I Project and his Apartment.
- (c) the right to claim possession of the Apartment and the Allottee shall have the exclusive ownership of the Apartment;
- (d) 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 Promoter ;
- (e) the rights and liberty of the Allottee/s and all persons entitled, authorised or permitted by the Allottee/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 Said Sub- Phase I Project for ingress and egress;
- (f) 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 Said Sub- Phase I Project or any part thereof;
- (g) the right to lay cables or wires for radio, television, telephone and such other installations, at dedicated part of the Said Sub- Phase I Project, but upon recognizing and reciprocating such rights of the owners/lawful occupants of other apartments in the Said Sub- Phase I Project;
- (h) the rights of entry and passage for the Allottee/s with/without workmen to other parts of the Said Sub- Phase I 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 in the Said Sub- Phase I Project and making good any damage caused as a result thereof;
- (i) the proportionate undivided right to use the Common Areas as well as Common Utilities, Facilities & Amenities provided in the Said Sub- Phase I Project and / or in the Total Project, since the share interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, shall be used by the Allottee/s in common along with the Promoter/ Owner and Allottees/lawful occupants of other apartments in the Said Sub- Phase I Project and also the Total Project on payment of such sums as may be prescribed from time to time by the Promoter and/or the Owners' Association;
- (j) the proportionate undivided right to use and enjoy the Common Areas as well as the Common Utilities, Facilities & Amenities, as and when provided, in accordance with the purpose for which they are provided, without endangering or encroaching the lawful rights of owners/lawful occupants of other apartments in the Said Project/ said Total Project;
- (k) the unfettered right to deal with, transfer, alienate or dispose of the Apartment 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.

9.2. Obligations of the Allottee/s

The Allottee/s shall have the following obligations in respect of the Apartment (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 C**;
- (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 due or charges payable under this Agreement;
- (d) to participate towards formation of Association;

- (e) to take over physical possession of the Apartment after full payment of all amounts payable by the Allottee/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 Apartment, as and when the same may be required under the Applicable Laws, by handing over the executed copy of the Agreement to the Promoter for such purposes within the stipulated timeframe and in the manner as may be notified by the Promoter ;
- (g) to participate towards registration of the Sale Deed in respect of the Apartment 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 Said Sub- Phase I Project;
- (j) not object to the use of Common Areas as well as Common Utilities, Facilities & Amenities in the Said Sub- Phase I Project meant normally for common use by the owners/lawful occupants of other apartments in the Said Sub- Phase I Project;
- (k) not at any time cause any annoyance, inconvenience or disturbance or injury to the other owners/lawful occupants in the Said Sub- Phase I Project;
- (l) not keep any cattle/live stock in the Apartment or in the Said Sub- Phase I Project and Allottee/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 Said Sub- Phase I Project;
- (m) maintain at his/her/their/its own cost, the Apartment and the Vehicle/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 Promoter 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 Promoter 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 Allottee/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 Promoter 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 Allottee/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 Allottee/s shall at all times co-operate with the owners/lawful occupants of the other apartment in the Said Sub- Phase I Project;
- (s) not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Sub- Phase I 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 Promoter . However, it is hereby clarified that the Allottee/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 Said Sub- Phase I 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 Said Sub- Phase I Project. The Allottee/s shall not place objects/things/articles which may hinder free use of Common Areas and Common Utilities, Facilities & Amenities. The Allottee/s shall not erect any compound or fencing around his/her/its Apartment.
- (v) to pay to the Promoter the proportionate share of all necessary sums expended by the Promoter for meeting all legal costs, charges and expenses, including professional and legal costs incurred by the Promoter in connection with formation of the Association and for preparing its rules, regulations and bye-laws.

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

10.1. Events of default by the Promotor

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

- (a) If the Promoter fails to complete or is unable to deliver possession of the Apartment within the Possession Period including extension thereof, save and except for the reasons mentioned in Clause 7.1(c) the Promoter shall be liable to pay delayed charges at the State Bank of India highest Marginal Cost of Lending Rate plus two percent for each month of delay , as compensation on and from the expiry of the Possession Period till the date of issuance of Possession Notice , if the Allottee/s do/does not intend to cancel the Agreement and withdraw from the Said Sub- Phase I Project.
- (b) If the Promoter fails to complete or is unable to deliver possession of the Apartment within the Possession Period including extension thereof, save and except for the reasons mentioned in Clause 7.1(c), the Promoter shall be liable to return the amount received by it in respect of the Apartment along with interest at the State Bank of India highest Marginal Cost of Lending Rate plus two percent, as compensation, if the Allottee/s wish/es to cancel the Agreement and withdraw from the Said Sub- Phase I Project.

10.2. Events of Default by the Allottee

10.2.1. Events of Default

- (a) Any defaults, breaches and/or non-compliances of the terms of this Agreement on the part of the Allottee/s shall be deemed to be "**Events of Default**". Without prejudice to the other rights available to the Promoter under Applicable Laws, on the occurrence of an Events of Default under this Agreement, the Allottees shall be liable for consequences stipulated herein. The following events are an illustrative and not exhaustive list of events that would constitute as an Events of Default by the Allottee under this Agreement:
- (b) Failure by Allottee/s to submit all necessary documents required by the Promoter;
- (c) Giving any false information in the Application Form;
- (d) 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 Promoter to the Allottee/s from time to time;
- (e) 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;
- (f) Failure to pay interest for delayed payments in accordance with the Payment Schedule;
- (g) Failure to pay Holding Charges in terms of the Agreement.
- (h) 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 Promoter;
- (i) Failure to take possession of the Apartment within the time stipulated by the Promoter in its Possession Notice;
- (j) Assignment of the Allotment or any interest of the Allottee/s in the Apartment without prior written consent of the Promoter;

- (k) Dishonor of any instrument or non-realization of payment made by any Allottee/s for any reason whatsoever;
- (l) Failure to participate towards the formation of an Association;
- (m) Any other acts, deeds or things which the Allottee/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 Promoter which in the opinion of the Promoter amounts to an events of default and the Allottee/s shall be bound to abide by the decision of the Promoter in this regard which shall be final and binding on the Allottee/s.

10.2.2. **Consequences of the Defaults:**

- (a) Upon the occurrence of any one or more of Events by the Allottee/s of Default under this Agreement including, but not limited to those specified above, the Promoter may at its sole discretion, cancel the Allotment and this Agreement by issuing a notice to the Allottee/s highlighting the Event(s) of Default and calling upon the Allottee/s to rectify such default ("**Cancellation Notice**"). If the default mentioned in the Cancellation Notice is not rectified by the Allottee/s within the period mentioned in such Cancellation Notice, the Promoter shall be entitled to cancel the Allotment and this Agreement without any further notice or intimation to the Allottee/s and the Promoter 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 Allottee/s shall have no right or interest on the Apartment and the Promoter shall be discharged of all its liabilities and obligations under this Agreement towards such Allottee/s whereupon the Promoter shall have the right to deal with the Apartment in any manner whatsoever in which it may deem fit.
- (c) Subject to Applicable Laws, in the event the Promoter decides to cancel the Allotment pursuant to Clause 10.2.2(a) any amount which is found to be refundable to the Allottee/s over and above the amounts retainable by the Promoter under this Agreement as its rightful dues, shall be refunded by the Promoter to the Allottee/s. However, the refund shall be made after the Allottee/s has/have given in writing to the Promoter a disclaimer that he/she/it has no claims against the Promoter in respect of the Apartment and has/have also returned to the Promoter the Allotment Letter, this Agreement and all other documents issued by the Promoter in respect of the Apartment. 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 Allottee/s or the return of the original Allotment Letter, TOA, Sale Agreement and other documents issued by the Promoter shall not be considered as a pre-requisite for effective cancellation of the Apartment by the Promoter.
- (e) The Allottee/s agree/s that, Allottee/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 Promoter, its business, directors, employees, etc. The Allottee/s agree/s that on occurrence of any event as provided in this clause, the Promoter shall notwithstanding any other remedy available under the Applicable Laws, shall be entitled to call upon the Allottee/s to withdraw such act/statement/set right the damage through the same medium as the Allottee/s would have done, within 7 (seven) days from the date of service of notice to that affect and on the failure of the Allottee/s to comply with such demand by the Promoter, it shall amount to events of default of this Agreement on the part of Allottee/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 Allottee/s in accordance with the terms of this Agreement.
- (f) Notwithstanding the Allottee/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 Promoter in this regard shall be paid along with appropriate taxes, if any, by the Allottee/s to the Promoter within 7 (seven) days of the demand made by the Promoter.
- (g) It is hereby expressly and unequivocally agreed between the Parties that in the event of such cancellation of Allotment by the Promoter on the grounds of default by the

Allottee/s, without prejudice any other rights of the Promoter under this Agreement or under law, the Allottee/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 Promoter, 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 Allottee/s, for further or more perfectly assuring the right and interest of the Promoter in the Apartment by way of relinquishing all its rights and interest in the Apartment and empowering/entitling it to deal with the same in the manner in which it may deem fit.

11. CONVEYANCE OF THE SAID APARTMENT:

11.1. The Promoter, on receipt of Sale Price & the Total Payable Amount within the stipulated timeframe mentioned in the Payment Schedule **C** of the Apartment (as per the Schedule A Part IV hereinbelow), from the Allottee, shall execute a conveyance deed (**Sale Deed**) and convey the title of the Apartment along with the physical possession to the Allottee within 3 (three) months from the date of issuance of the Completion Certificate in part/lots from the Sanctioning Authority, to the Allottee:

11.2. Registration:

- (a) The Promoter shall serve upon the Allottee/s a notice in writing for execution and registration of the Sale Deed as mentioned hereinabove and the Allottee/s shall abide by the same.
- (b) The Sale Deed will be drafted by the Solicitors/Advocates appointed by the Promoter and the same shall be in such form and shall contain such particulars as may be approved by the Promoter. 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 Allottee/s and the Promoter herein shall co-operate with each other for registration of the Sale Deed in pursuance of this Agreement. The Allottee/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.
- (d) In case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

12. MAINTENANCE OF THE SAID BUILDING/APARTMENT / SAID SUB- PHASE I PROJECT:

12.1. Management and Maintenance of the Said Sub- Phase I Project - "Core Maintenance"

- (a) The Promoter shall be responsible for the management, upkeep and maintenance of the Common Areas and Common Utilities, Facilities within the Said Sub- Phase I Project as well as in the Total Project till the handover of the same to the Owners' Association. The same shall be referred to as the "**Core Maintenance**". The Promoter may entrust the Core Maintenance to one or more agencies of its choice for the specified period as the Promoter 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 Said Sub- Phase I Project, the Allottee/s is/are liable to abide by the 'Bye laws' as shall be formulated by the Promoter for the Said Sub- Phase I Project.
- (c) The Allottee/s shall be liable to pay the Core Maintenance Charges at the rate of Rs. -----/- (Rupees ----- 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 Promoter as on date. Final rate of Maintenance Charges shall be decided by the Promoter and informed to the Allottee/s before possession.
- (d) The Allottee/s will be required to pay to the Owner in advance a sum equivalent to (.....) months of Core Maintenance Charges as intimated by the Promoter before taking possession of the Apartment as "**Advance Core Maintenance Charges**".
- (e) The Allottee/s will also be required to pay to the Promoter the amount as per the details

given below before taking possession of the Apartment as “**Corpus Deposit**” towards Core Maintenance.

- I. 1 BHK: Rs. ----/=
- II. 2 BHK: Rs. -----/=
- III. 3 BHK: Rs. -----/=

- (f) The Core Maintenance Charges shall become payable by the Allottee/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 Promoter at its sole discretion. The Promoter shall maintain the Said Sub- Phase I Project till the date of formation of the Owners' Association. During such period, the Promoter shall use the amount received on account of 'Advance Core Maintenance Charges' from the Allottee/s. After handover of Core Maintenance to the Association, if any amount out of Advance Core Maintenance Charges received from the Allottee/s is lying unutilized or unadjusted for certain number of months depending upon the timing of handover of the Apartments, the same shall be handed over to the Association without interest. After the completion of the 24 (twenty-four) months' period, the Allottee/s shall be responsible to pay the Core Maintenance Charge by 7th (seventh) day of each month in advance without any delay.
- (g) In the event the Promoter 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 Promoter 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 Allottee/s.
- (i) In case the Allottee/s fail/s to pay the Core Maintenance Charges to the Promoter within the stipulated period mentioned hereinabove, then:
 - I. Interest at the State Bank of India highest Marginal Cost of Lending Rate plus two percent will be payable by the Allottee/s.
 - II. The Promoter 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.

12.2. **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 the Said Sub- Phase I Project /Total Project. The brochure and/or other advertising materials in any format made available in public domain are merely to acquaint the Allottee/s with the Township along-with the Said Sub- Phase I Project/Total Project, and such brief description of the overall development plan is not intended to convey to the Allottee/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 Said Sub- Phase I Project.
- (b) The Allottee/s acknowledge/s and accepts that the Township is being developed – in phases with diverse product clusters that are intended to be applied to different uses. The Owner shall have the right and absolute authority to deal with the land comprising the entire Township, phasing of zones, Said Sub- Phase I 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 Owner 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 Allottee/s hereby agree/s not to raise any objections or disputes regarding the same.
- (c) The Allottee/s further acknowledge/s and accept/s that the Township is being developed in phases and the Allottee/s shall not raise any objection and impediment to the same. The Owner is free and entitled to carry on development activities on the said balance portions/phase at any time as they deem fit and the Allottee/s of the Said Sub-Phase I Project will not have any right to object to such development or claim any interest therein.
- (d) The Owner 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 Promoter over a period of

- time. The same shall be referred to as the "**Township Maintenance**". The Owner may also entrust the Township Maintenance to one or more Maintenance Company(ies) of its choice for the specified period as the Promoter may deem fit. The Owner 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 Allottee/s shall pay Township Maintenance Charges at the rate of Rs. ----/- (Rupees -- ---- 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 Owner as on date. Final rate of maintenance charge shall be decided by the Owner and informed to the Allottee/s before possession.
 - (f) The Allottee/s will be required to pay the Promoter in advance a sum equivalent to (.....) months of Township Maintenance Charges as intimated by the Promoter before taking possession of the Apartment as "**Advance Township Maintenance Charges**".
 - (g) The Township Maintenance Charges shall become payable by the Allottee/s as aforesaid on and from the Possession Date or a date as shall be decided by the Owner. The Owner shall use the Advance Township Maintenance Charges received from the Allottee/s for a period of(.....) months from the date of completion,. After the completion of the said period, the Allottee/s shall be responsible to pay the Township Maintenance Charges to the Owner by 7th (seventh) of each month in advance without any abatement.
 - (h) In the event the Owner 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 Owner shall be entitled to and reserve their right to seek proportionate increase in these charges.
 - (i) Any tax liability , present or future, on account of Township Maintenance Charges shall be borne by the Allottee/s.

13. DEFECT LIABILITY:

- 13.1. After the Possession Date, the Allottee/s will have no right or claim against the Promoter, 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 5 (Five) years 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 Apartment inhabitable, the same will be remedied at no extra cost to the Allottee/s. It is agreed that the decision of the Architect of the Promoter will be final and binding on the Allottee/s and the Promoter. All defects that are caused due to normal wear and tear, abuse and improper usage/negligence/omission/act or commission on the part of the Allottee/s and also due to those products fixtures and fittings for which the manufacturing companies/ vendors/ agencies do not provide warranty beyond the prescribed limited period as per market practices is/are excluded from this clause and for which the Promoter is neither liable nor responsible.
- 13.2. The Promoter 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. Allottee 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 Promoter 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 Apartment by the Allottee shall not come under scope of defect liability and the Promoter shall not be held liable for not curing/ entertaining such claims.
- 13.3. The Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient 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.

14. VEHICLE/CAR PARKING SPACE(S):

- 14.1. The Vehicle/ Car Parking Space(s) provided in the Said Sub- Phase I Project are for the benefit of the Allottee/s or lawful occupants of the Said Sub- Phase I Project. However, a limited number of Vehicle/Car Parking Space(s) are proposed to be provided within the Said Sub-Phase I Project. The rights to use Vehicle/Car Parking Space(s) have to be earmarked to limited number of Allottee/s for facilitating the smooth functioning and use of Vehicle/ Car Parking Space(s). The Allottee/s understand/s and agree/s that in the absence of such earmarking of Vehicle/Car Parking Space(s), the use of the Vehicle/Car Parking Space(s) would result in disharmony and periodical disputes amongst the Allottee/s/lawful occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorize/s the Promoter to earmark Vehicle/Car Parking Space(s) to the Allottee/s at the sole discretion of the Promoter in the mutual interest of one and all in order to maintain peace, cordiality and harmony amongst the Allottee/s. The Allottee/s further declare/s that he/she/they shall be bound by such earmarking of Vehicle/Car Parking Space(s) and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.
- 14.2. The Promoter shall earmark the Vehicle/Car Parking Space(s) for use to the Allottee/s at its sole discretion in accordance with the previous clause, irrespective of the preference made by the Allottee/s in the Application Form. Decision of the Promoter with regard to earmarking of the Vehicle/Car Parking Space(s) to Allottee/s shall be final and binding on the Allottee/s
- 14.3. The Vehicle/Car Parking Space(s) earmarked to Allottee/s is/are for his/her/their/its exclusive use and enjoyment and the Allottee/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 Vehicle/Car Parking Space, i.e. for parking of vehicle(s).
- 14.4. The Allottee/s on earmarking of the Vehicle/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 Apartment allotted. In case of transfer/sale of Apartment by Allottee/s, the exclusive user-right of the Vehicle/Car Parking Space(s) shall stand automatically transferred along with the Apartment.

15. UTILITIES & FACILITIES:

15.1. Utilities

15.1.1. Electricity

Allottee/s will have to apply to concerned electricity office individually for obtaining supply of power and meter for their respective Apartments. The Promoter shall facilitate in making such applications by the Allottee/s. The Allottee/s shall be required to pay the applicable security deposit and/or other charges for the same to the said concerned electricity department.

15.1.2. Diesel Generator Back-up

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

15.1.3. Water Supply

Water supply to the Allotees/lawful occupants of the Said Sub- Phase I 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 Apartment is strictly not permitted.

15.2. Special Facilities

- (a) The Promoter proposes to set up a club with the facilities including swimming pool and gymnasium in the said Sub- Phase I Project being the integral part of the Total Project ("**Special Facilities**") which will be completed and handed over at any time at the discretion of the Promoter. The said Special Facilities shall be accessible to all the Allotees /lawful occupants of the various Apartments in the Said Sub- Phase I Project/said Total Project. The facilities proposed within the said club may vary at the discretion of the Promoter.

- (b) The Promoter further confirms that the Special Facilities being developed within Said Sub-Phase I Project shall be utilized by the Allottee/s of all the Apartments in the Total Project including the Allottee/s of future Phases of the Total Project to be constructed in the land reserved for future Development.
- (c) The Special Facilities will be managed, operated and maintained by the Promoter or an agency appointed by the Promoter for the said purpose. The operational costs/charges of the Special Facilities will be determined by the Promoter at its sole discretion and the cost shall be borne, paid by the Allotees/lawful occupants of various Apartments in the Total Project within such periods as informed by the Promoter.
- (d) 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 Allotees/lawful occupants of various Apartments in the Total Project before the same are operational. Any person accessing the Special Facilities will be required to abide by these rules and regulations.
- (e) 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 Promoter before the same is made operational and intimated to all Allotees/lawful occupants of various Apartments in the Total Project.
- (f) All Allottee/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 Allottee/s in respect of the assets of the Special Facilities.
- (g) The right to use of Special Facilities shall be transferable along with the transfer of the Apartment from one person to another. Upon transfer/nomination of the Apartment from the Allottee/s to any other person, the right of the Allottee/s to use and avail the Special Facilities will stand terminated. In the event the Apartment is leased/rented out by the Allottee/s, only the occupant of the Apartment shall be entitled to make use of the Special Facilities and the Allottee/s shall not be entitled to use the Special Facilities.
- (h) 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 Said Sub-Phase I Project/ said Total Project to the Association or at a later date as decided by the Promoter.
- (i) 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 Apartment and the Allottee/s shall take possession of the Apartment even if Special Facilities are not complete or non-operational.

16. GENERAL:

- 16.1. The Allottee/s may obtain finance from any financial institution/bank or any other source but the Allottee/s's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee/s 's/s' ability or competency to obtain such financing and the Allottee/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 Apartment. The Promoter shall have the first lien and charge on the Apartment to be constructed by the Promoter under the terms of this Agreement and its possession shall lie with the Promoter until all the payments are made to the Promoter by the Allottee/s under this Agreement.
- 16.2. The Promoter has prior to this day, made available the photo copies of the deeds and documents of title, building plans and approvals, Development Agreement with the Owner, Debenture Trust Deed along with the Mortgage of the said Total Project with the Axis Trustee Services acting on behalf of the Kotak Housing Fund, pertaining to the Said Sub-Phase I Project / Said sanctioned Project to the Allottee/s and the Allottee/s has/have understood, evaluated and is satisfied himself about the title, approvals, designs, specifications, quality of construction, concept etc., of the Said Sub-Phase I Project/ Said Total Project.
- 16.3. The Allottee/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 Allottee/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 Apartment.

- 16.4. Under no circumstances shall the Allottee/s have any manner of ownership right in respect of any terraces/roofs/ appurtenant gardens in and around all Towers comprising in the Said Sub-Phase I Project unless specifically granted by the Promoter . However, the Promoter 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 Allottee/s shall not trespass or enter without any authorization into any other apartment not allotted to the Allottee/s in the Said Project.
- 16.5. The rights of the Allottee/s are restricted to the Said Sub- Phase I 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 Said Sub- Phase I Project Land save and except specifically conveyed to them/it by virtue of the Sale Deed. In case the Allottee/s , along with the other Allotees and through their Association plan any alteration, modification or redevelopment within the Said Sub- Phase I Project, the same shall be governed by the rules & regulation prescribed by the Competent Authorities at that point of time. The Promoter shall under no circumstance be responsible for any consequences arising out of the same.
- 16.6. All interior related works that the Allottee/s may take up on his/her/their/its own can be taken up only after handing over of possession of the Apartment to the Allottee/s by the Promoter . The Allottee/s shall carry out interior works on all days except Sundays during the day time between 9 A.M. and 6 P.M. The Allottee/s shall be fully liable and responsible to clear at their cost the debris generated. The Promoter does not owe any responsibility for any breakages, damages caused due to such interior work. The Promoter shall not be liable for any thefts during the course of such interior works. Allottee/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.
- 16.7. The Promoter is entitled to reserve such number of apartments and Vehicle/car parking space(s) as they may deem fit in the Said Project for utilizing the same as service/transit Apartments by permitting the use of the same on daily/monthly/annual basis and exploit the income there-from. The Allottee/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 Promoter and the Promoter can also appoint any third party to run such activities of service/transit Apartments.
- 16.8. All rights and remedies of Owner/ Promoter under this Agreement shall be in addition to all other legal rights and remedies belonging to Owner/ Promoter 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 Promoter , which shall or may have accrued prior thereto.
- 16.9. The Owner/ Promoter reserves its rights to access the Said Sub- Phase I Project in perpetuity for the purposes of supporting the development and maintenance of services therein. The Allottee/s agree/s and undertake/s to execute any such separate writings as may be required by the Promoter , confirming unfettered easmentary right in favour of the Promoter at any time hereinafter.
- 16.10. After the Owner/ Promoter executes this Agreement he shall not mortgage or create a charge on such Apartment, 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 Allottee/s who has/have taken or agreed to take such Apartment. The Owner/ Promoter agrees to secure necessary no objection certificates from the lending Bank/Institution and furnish the same to the Allottee/s at the time of execution of Sale Deed for the Apartment, confirming that the same being free from the said charge or mortgage.
- 16.11. The Allottee/s shall not alter or subscribe to the alteration of the name of the Said Sub- Phase I Project or the Towers as may be assigned by the Promoter . Further the Allottee/s shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Said Sub- Phase I 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.
- 16.12. The original title deeds and other title related documents pertaining to the Said Sub- Phase I

Project Land as well as several other approvals of the Said Sub- Phase I Project will be retained by the Owner 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 Said Sub- Phase I Project.

- 16.13. 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.
- 16.14. 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.
- 16.15. **“Force Majeure Events” shall include the following:**
- (a) 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;
 - (b) 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 Said Sub- Phase I Project;
 - (c) Flood, cyclone, lightning, earthquake, drought, storm or any other calamity caused by nature;
 - (d) Epidemic, famine;
 - (e) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
 - (f) Any unforeseen circumstances or conditions or event beyond the reasonable control of the Promoter .
 - (g) Any other circumstances as may be notified by the Competent Authority;
- 16.16. 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.
- 16.17. The Allottee/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 Allottee/s ,the Allottee/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 Promoter due to any act or negligence of the Allottee/s , the Allottee/s shall indemnify the Promoter for such loss, expense or damage incurred by the Promoter on account of such act or negligence by the Allottee/s .
- 16.18. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/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 Allottee/s nor shall the same in any manner prejudice the right of the Promoter .
- 16.19. The Promoter 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 Promoter and its affiliates, officers, directors, employees, agents, members, servants.
- 16.20. Any notice or correspondence to be sent to Promoter or Allottee/s under this Agreement shall be addressed and sent to the Allottee's 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 Promoter or Allottee/s sending notice/correspondence is not responsible for non-delivery due to change in the address if the Promoter or Allottee/s changing the address has not intimated in writing the change of address. In case there are joint Allottees all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by the Allottee/s which shall for all intents and purposes be considered as properly served on all the Allottee/s .

- 16.21. 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.
- 16.22. In the event of any conflict between the provisions of TOA (including any correspondences)and this Agreement for sale, the provisions of this Agreement(together with any amendments or modifications thereof), shall prevail.
- 16.23. This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India.
- 16.24. 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.

17. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Allottee/s shall permit the Promoter 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 Apartment 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 Apartment 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 Apartment who have defaulted in paying their share of the water, electricity and other charges and common expenses

18. USAGE:

Use of the Service Areas: The service areas, if any, as located within the said Sub- Phase I Project , shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per Total plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

19. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 19.1. Subject to Clause 10 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 19.2. The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc, on the face facade of the Building or anywhere on the exterior of the Said Sub- Phase I Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the

Building. The Allottee/s shall also not remove any wall including the outer and load bearing wall of the Apartment,

- 19.3. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

- 20.1. The Parties are entering into this Agreement for the allotment of Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Sub- Phase I Project.
- 20.2. Owner's Association shall be solely liable and responsible for applying or obtaining the renewal of all NOC from the appropriate authorities as shall be required from time to time for smooth functioning of the said Said Sub- Phase I Project.

21. ADDITIONAL CONSTRUCTIONS:

The Allottee/s agree/s and acknowledge/s that the Promoter shall have the right to make additions in the Total plans, layout plans, of the apartments/s, common areas within the Said Sub- Phase I Project to or put up additional floors/structures in the buildings in the Said Sub- Phase I Project after obtaining such other approvals/consents/permissions of the competent Authority that may be required under the provisions of Applicable Laws and such additional structures may result in change in the proportionate interest in the Said Sub- Phase I Project Land, Common Areas and Common Utilities, Facilities & Amenities in the Said Sub- Phase I Project. The Promoter 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.

22. OWNER'S/ PROMOTER'S RIGHT TO MORTGAGE OR CREATE A CHARGE:

Without adversely affecting the rights and interest of the Allottee/s in respect of the said apartment under this agreement, in case the Owner/ Promoter raise finance, loan from any financial institutions/Bank by way of mortgage / charge/ securitization of receivables or in any other mode or in any manner by creating charge/ mortgage of the said said Sub- Phase I Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee/s in respect of the said apartment under this Agreement shall not be adversely affected and the Allottee/s shall be entitled to take loan from any Bank/ Financial Institution for purchase of the said apartment and the said apartment shall be free from all encumbrances at the time of registration of the Sale Deed of the said Apartment. For the purpose of the same the Promoter shall provide necessary NOCs etc. as may be required by the Allottee/s.

23. APARTMENT OWNERSHIP ACT:

- 23.1. The Allottee/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 Promoter 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 Said Sub- Phase I 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 Allottee/s shall observe and comply with all the bye-laws and rules & regulations of the said Owners' Association.
- 23.2. It is expressly clarified that the said Owners' Association, upon its formation and handover of the Total Project by the Promoter after the completion of all the phases in the Total Project, 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 Total Project along with the Said Sub- Phase I Project and for collecting Core Maintenance Charges for up-keep and maintenance of all Common Areas and Common Utilities, Facilities &

Amenities within the Total Project.

24. BINDING EFFECT:

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

25. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, whether written or oral, if any, between the Parties in regard to the said apartment.

26. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Apartment] and the Said Sub- Phase I Project shall equally be applicable to and enforceable against and by any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

28. WAIVER NOT A LIMITATION TO ENFORCE:

- 28.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Schedule [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.
- 28.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision .Accordingly,any waiver by any party shall be in writing.

29. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/(s) in Said Sub- Phase I Project, the same shall be the proportion which the Built up area of the Apartment and bears to the total Built up area of all the Apartments and in the Said Sub- Phase I Project.

31. FURTHER ASSURANCES:

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

32. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the place as informed by the Promoter, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registry Office . Hence this Agreement shall be deemed to have been executed at _____

33. NOTICES:

That all notices to be served on the Allottee/S and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/S or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee/S
_____ (Allottee/S Address)
M/s _____ Promoter name
_____ (Promoter Address)

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

34. JOINT ALLOTTEES:

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

35. SAVINGS:

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

36. GOVERNING LAW:

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

37. DISPUTE RESOLUTION:

- 37.1 Subject to Clause below, in the event of dispute with and/or default by the Promoter, the Allottee/s is/are entitled to enforce the law in force for the time being to resolve the said dispute. Similarly, in the event of dispute with and/or default by the Allottee/s, the Promoter shall be entitled to enforce the law in force for the time being to resolve the said dispute and/or take action as per this Agreement.
- 37.2 In the event of breach of the terms of this Agreement for Sale or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be resolved in the manner provided in the Act and the Rules made therein.

38. 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.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint Allottees)

Signature _____
Name _____
Address _____

Please affix
photograph
s and sign
across the
photograph

Signature _____
Name _____
Address _____

Please affix
photograph
s and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter :

Signature _____
Name _____
Address _____

Please affix
photograph
s and sign
across the
photograph

At _____ on _____ in the presence of

WITNESSES :

Signature _____
Name _____
Address _____

Signature _____
Name _____
Address _____

SCHEDULE 'A'

PART I: TOTAL PROJECT- Sub- Phase I, Shriram Grand City

19.51 ACRES OF LAND FOR THE TOTAL PROJECT					
S. No.	Mouza	J L No.	L.R. Dag No.	Land demarcated	Total Area (acres)
1	Konnagar	7	4474(P)	11.56	55.67
2			4473	1.91	2.24
TOTAL				13.47	57.91
S. No.	Mouza	J L No.	L.R. Dag No.	Land demarcated	Area (acres)
1	Khordabahera	6	1887	0.75	1.86
2			1888	0.36	1.12
3			1889	0.09	0.52
5			1894	1.93	3.40
6			1895	0.08	0.28
			1896	2.83	9.68
				6.04	13.36
TOTAL					19.51

butted and bounded in the manner as follows :

East by:- By Plot No. 4474(P);

West by:-By plot Nos. 1887(P), 1888(P), 1889(P), 1893(P), 1894(P), 1895(P), 1896(P);

North by:- By others Land;

South by :- By 4474(P), 1902;

PART- II: "SAID SUB- PHASE I PROJECT LAND"

All That piece and parcel of land measuring about **6.636** acres comprised in LR Dag No.4474 (p) in Mouza Konnagar, under L.R. Khatian no. 11976, Police Station -Uttarpara, District -Hooghly, and LR Dag No1896 (p), in Mouza Khordabahera, under L.R. Khatian no. 1808, Police Station -Uttarpara, District -Hooghly within the ambit of the Kanaipur Gram Panchayat, the details of which are given hereinbelow:

Mouza	J.L No.	LR Dag No.	Area of Land (in Acre)
Konnagar	7	4474(P)	5.533
Khordabahera	6	1896 (P)	1.103
		Total Area	6.636

"SAID TOTAL PROJECT"

Said Total Project shall have _____ Phases, each having _____ no of Towers, of G+ 18 upper floors comprising of _____ residential apartments along with limited facilities along with such Common Areas and Common Utilities, as more particularly described in **Schedule E** hereunder written.

PART- III: "SAID SUB- PHASE I of PROJECT –SUNSHINE - I"

"SUNSHINE-I " shall have 5 (Five) multi-storied Towers, each having Ground + 18 upper floors comprising of 1192 residential apartments along with limited facilities along with such Common Areas and Common Utilities, as more particularly described in **Schedule E** hereunder written.

PART- IV: "APARTMENT"

ALL THAT a residential apartment No. -----having the area description appearing in the Table below and located on the ----- of **Tower** - ----- of SUNSHINE I of "Shriram Grand City" which is being constructed on the Said 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 Vehicle/Car Parking Space(s) **TOGETHER WITH** the undivided, proportionate right to use the Common Areas and Common Utilities, Facilities & Amenities (described under Schedule E) in the Said Sub- Phase I Project/ said Total Project in common with the Owner/Promoter as well as the Allottees/lawful occupants of other apartments comprised in the Said Sub- Phase I Project / said Total Project(which shall be handed over to the Owner's Association common for the Total Project as and when the same is completed by the Promoter) **AND TOGETHER WITH** the ----- being proportionate undivided indivisible impartible share in the Said Sub- Phase I Project Land / Total Project Land. The Apartment is delineated in the concerned Floor Plan annexed hereto which is marked as **Schedule B** and duly bordered thereon in 'RED'.

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C'

Construction Linked Payment Schedule		
.....BHK WithCar Parking Space(s)		
Sl. No.	Payment Schedule	Amount (Rs.)
1	Application Amount	/-
Sl. No.	Payment Schedule	Percentage (%) of Sale Price
2	Balance Application Money (Less Application /Booking Amount): within 15 days from the date of booking.	%
3	On Execution of Agreement For Sale (Within 30 days from Application)	%

Preliminary Draft Agreement for Sale (subject to change)

4	On completion of Pile Foundation of a Tower corresponding to an Apartment/Shop	%
5	On completion of Ground Floor Roof Slab Casting of a Tower corresponding to an Apartment/Shop	%
6	On completion of Third Floor Roof Slab Casting of a Tower corresponding to an Apartment/Shop	%
7	On completion of Sixth Floor Roof Casting of a Tower corresponding to an Apartment/Shop	%
8	On completion of Ninth Floor Roof Slab Casting of a Tower corresponding to an Apartment/Shop	%
9	On completion of Twelfth Floor Roof Slab Casting of a Tower corresponding to an Apartment/Shop	%
10	On completion of Fifteenth Floor Roof Slab Casting of a Tower corresponding to a Apartment/Shop	%
11	On completion of Eighteenth Floor Roof Slab Casting of a Tower corresponding to a Apartment/Shop	%
12	On completion of Tiling, Fixing of Window & Ventilations, Electrical points, Plumbing Lines of an Apartment/Shop	%
13	On Completion of POP Putty, Fixing of Doors and Fixing of Plumbing & Sanitary Fittings of an Apartment/Shop	%
14	On issuance of Possession Notice	%
Total		100%

Sl. No.	Other Charges & Deposits	
1	Advance Core Maintenance Charges equivalent to 24 Months' period @..... on Possession Notice	
2	Advance Township Maintenance Charges equivalent to 24 Months' period @..... on Possession Notice	
3	Corpus Deposit towards Core Maintenance - for 1 BHK = Rs.____ /-; 2 BHK = Rs.____/- & 3 BHK = Rs.____/- (whichever is applicable) - on Possession Notice	
4	a. Stamp Duty, Registration Fee as per Applicable Laws at the time of Registration of Agreement for Sale	b. Stamp Duty, Registration Fee as per Applicable Laws at the time of Registration of Deed of Conveyance
	c. Miscellaneous Legal Charges for registration of Agreement for Sale = Rs. _____/-	d. Miscellaneous Legal Charges for registration of Deed of conveyance would be intimated at the time of registration of Deed of Conveyance
5	GST, other taxes, duties & levies will be charged as per Applicable Laws	
6	Utilities Deposit to be made to concerned Government Agencies/Service Provider on actuals - as and when applicable	
7	All cheques/DD/Payorder are payable directly in the name of SPL Estates Pvt. Ltd.	

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

“SPECIFICATIONS”

Structure

Sub-Structure- RCC Pile foundation
Super Structure – RCC Frames & suitable alternative

• **Masonry**

Brick or Light weight Concrete / Fly-ash blocks in Cement Mortar at select locations

- **Plastering**

- Cement Mortar (Where ever required)

- **Painting**

- Internal Wall – PoP putty with a coat of Primer
 - Internal Ceiling – PoP putty with coat of Primer
 - External Wall & Ceiling – Cement based paint
 - On metal surfaces – Enamel paint

- **Tiling – on Floors**

- Units - Living, Dining, Bedrooms, Kitchen - Vitrified Tiles
 - Units – Balcony – Ceramic tiles
 - Units - Toilets – Ceramic tiles
 - Common Area Passages - Ceramic tiles
 - Stairs & Other locations – Cement flooring
 - Ground Floor Common Facilities – Cement flooring

- **Kitchen Counter**

- Granite top over M.S bracket support

- **Tiling – on Walls**

- Units - Kitchen – Up to 2'0" from cooking platform – Ceramic tiles
 - Units - Toilets – Up to 7'0" from floor – Ceramic tiles
 - Lift fascia at Lobby – Tile Finish or suitable alternative

- **Plumbing**

- Water supply, Drainage & Sewage – PVC/CPVC/UPVC pipes or equivalent
 - Sewage line – DWC HDPE or equivalent as per designer's recommendations.

- **Sanitary**

- Water closets – EWC of standard quality
 - Wash Basins – standard quality
 - Fixtures – CP of standard quality
 - Kitchen Sink – Stainless steel – Single bowl of standard quality

- **Joinery**

- Entrance Door frame – Hard wood/ alternative material.
 - Other Door Frames – Hard wood/ alternative material.
 - Entrance Door Shutter – Flush door with enamel paint
 - Toilet Door Shutters & frames - PVC
 - Balcony Doors & frames – Aluminium swing or sliding /PVC
 - Other Door Shutters – Flush door
 - Windows – Aluminium sliding shutters
 - Ventilators in toilets – Aluminium frame with Glass louvers

- **Handrail**

- MS with enamel painted

- **Electrical**

- Fittings of standard quality
 - Wiring – standard quality

- **Power Backup**

- Back-up power through DG (Limited)
 - Tower entrances
 - Staircases
 - Corridor, lift lobby
 - Open parking (Limited)
 - Internal driveways (Limited)
 - Security check point
 - Club (Limited)
 - MLCP (Limited)

Open areas (Limited)
Services/ maintenance rooms (Limited)
Lift
Community hall (Limited)
Within apartments (Limited)

- **Lift**

3 Nos per tower – standard quality

SCHEDULE 'E'

(The Schedule to be provided later)

“COMMON AREAS” AND “COMMON UTILITIES, FACILITIES & AMENITIES”

PART I - “COMMON AREAS”

PART II - “COMMON UTILITIES, FACILITIES & AMENITIES”