

ANNEXURE-A

[See rule 9]

Agreement for sale

This Agreement for Sale (**Agreement**) executed on this _____ (Date) day of _____ (Month), 20__.

By and Between

G. S. PROPERTIES AND MANAGEMENT PRIVATE LIMITED (CIN no. U70109MH2012PTC226600), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Yashraj Complex, Room No. 402, Sector – 16, Plot No. A/1A, Panvel Raigad, Mumbai – 410209, Maharashtra, India and its corporate office at Premises No. 1, Crooked Lane, Merlin Chamber, 1st Floor, Police Station – Hare Street, Kolkata - 700069 and its corporate Branch Office at 89 /4 Nager Bazar Road, 1st Floor, Flat No : 1/1, Kolkata - 700074 (PAN AAECG7577K), represented by its authorized signatory SRI BISWAJIT CHAKRABORTY, (Aadhar no. _____) Son of Sri Biswanath Chakraborty, By Faith – Hindu, By Nationality – Indian, By Occupation – Business, Residing at : – 52, R.B.C. Road (Extn.) Dum Dum Cantonment, Police Station – Dum Dum, District – North 24 Parganas, Kolkata - 700028. AND SRI SAUMENDRA NATH SANTRA, (Aadhar no. _____) Son of Sri Gour Hari Santra, By Faith – Hindu, By Nationality – Indian, By Occupation – Business, Residing at : – 56/1/1, Bangal Para 2nd lane, Howrah – 711009 (Aadhar no. _____) authorized vide Board resolution dated 2ND MARCH, 2013 hereinafter referred to as the "Promoter" as well as the Landowners (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

Mr./Ms. _____ (Aadhaar no. _____) son / daughter of , aged about _____ residing at _____, (PAN _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns). ,

AND

[If the allottee is a HUF)

Mr. _____, (Aadhaar no) son of _____ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

(Please insert details of other allottee(s) in case of more than one allottee)

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

DEFINITIONS:

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

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

TITLE CHAIN:

WHEREAS Md. Sairad Hasan and others were the absolute owner of a plot of land Bastu and Danga measuring 40 Cottahs 7 Chittacks 5 sq. ft. more or less out of which already a plot of land measuring 17 Cottahs 7 Chittacks was transferred to the outsider and a plot of land measuring 13 Chittacks 15 Sq. ft. was transferred for making Sitala Mandir and balance a plot of land measuring 22 Cottahs 3 Chittacks 15 sq. ft. more or less was under possession of the above said owners and the above said property situated and lying at mouza Dum Dum House, Touzi No. 179, presently 1070/2834, J.L. No. 19, R.S. Khatian No. 125, C.S. Dag No. 332, R.S. Dag No. 1580, C.S. Dag No. 334 and 336.

AND WHEREAS One Ramendra Nath Roy purchased a plot of land measuring 22 Cottahs 3 Chittacks 15 sq.ft. more or less more fully described in the schedule herein below from Md. Sairad Hasan and others by virtue of a registered deed of sale in the year 1953.

AND WHEREAS One Smt. Bina Pani Roy purchased the above said property more fully described in the schedule herein below from the Said Ramendra Nath Roy by virtue of a registered deed of sale being deed No. 2219 for the year 1972 and copied in book No. 1, Volume No. 55 and registered the same at the sub registration office of Cossipore Dum Dum.

AND WHEREAS the said Smt. Bina Pani Roy executed a 'WILL' before her death and Sri Rabindra Nath Roy, husband of Smt. Bina Pani Roy obtained probate from the Ld. Court as

per terms and condition of the above said Will and he became sole and absolute owner of the above said property measuring 22 Cottahs 3 Chittacks 15 sq.ft. more or less and enjoyed the said property and seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances.

AND WHEREAS one Smt. Rina Dhar Wife of Sri Pradip Dhar (the vendor herein) purchased above said property measuring 22 Cottahs 3 Chittacks 15 sq. ft more or less more fully described in the schedule herein below from Sri Rabindra Nath Roy by virtue of a registered deed of sale being deed No. 04454 for the year 2011 and copied in book No. 1, CD Volume No. 16, Pages 4312 to 4333 and registered the same at the sub Registration office of Cossipore Dum Dum and mutated her name in the records of South Dum Dum Municipality and thereafter vendor executed Boundary declaration deed in respect of a plot of land measuring 11 (Eleven) Cottahs 5 (Five) Chittacks more or less before registrar of Cossipore Dum Dum by virtue of registered deed being deed 09686 for the year 2011 and copied in book No. 1, Volume No. 26 Pages from 1667 to 1674 and registered the same at the sub Registration office of Cossipore Dum Dum and enjoyed the said property and seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances.

AND WHEREAS, One Smt. Rina Dhar wife of Sri. Pradip Dhar had sold their part property a piece and Parcel of a plot of land Measuring about 11 Cottahs 8 Chittacks more or less Together with 500 Sq.Ft.more or less Kancha R.T Shade Structure standing thereon out of a plot of Land measuring 22 cottahs 3 Chittacks 15 Sq.Ft. more or less and the above said property situated and lying at mouza : Dum Dum House, Touzi No: 179, Presently 1070/2834, J.L No. 19, R.S Khatian No: 125, R.S. Dag No: 332, 1580, C.S Dag No: 332, 334 and 336, J.L No. 19, L.R dag No : 934, 935, R.S Khatian No: 125, L.R Khatian No :1598, under South Dum Dum Municipality being Holding No. 330 (Old) & 386/1 (New), R. N. Guha Road, Kolkata – 700074, Ward No. 8 under A.D.S.R Cossipore, Dum Dum to a company G.S. Properties and Management Private Limited

AND WHEREAS G.S. Properties and Management Private Limited has agreed to purchase and the vendor have agreed to sell ALL THAT a plot of land measuring 11 (Eleven) Cottahs 5 (Five) Chittacks more or less out of a plot of land measuring 22 Cottahs 3 Chittacks 15 sq. ft. more or less with kancha structure standing thereon by virtue of a registered deed of sale being deed No. 00838 for the year 2012 and copied in book No. 1, CD Volume No. 2, Pages 6034 to 6052 and registered the same at the sub Registration office of Cossipore Dum Dum and mutated her name in the records of South Dum Dum Municipality more fully described in the schedule hereunder written free from all encumbrances

Enjoyment By G.S. Properties and Management Private Limited:

That said Company thereafter started to enjoy the Said Premises by exercising their valuable Right, Title, Interest and Possession therein

No Encumbrances:

The Right, Title and Interest of the Owner in the Said Premises is free from all encumbrances whatsoever and they have a good and marketable title thereof.

No Requisition:

The Said Premises or any part thereof is at present not affected ACQUISITION & any REQUISITION of attached and or is liable to be attached under any decree ort order of any Court of Law or sue to INCOME TAX , REVENUE or any other public demand.

No Litigation:

There are no suits and/or proceedings and/or litigation pending in respect of the premises or any part thereof.

Absolute Possession:

WHEREAS:

A. *The Promoter is the absolute and lawful owner of a piece and Parcel of a plot of land Measuring about 11 Cottahs 8 Chittacks more or less Together with 500 Sq.Ft.more or less Kancha R.T Shade Structure standing thereon out of a plot of Land measuring 22 cottahs 3 Chittacks 15 Sq.Ft. more or less and the above said property situated and lying at mouza : Dum Dum House, Touzi No: 179, Presently 1070/2834, J.L No. 19, R.S Khatian No: 125, R.S. Dag No: 332, 1580, C.S Dag No: 332, 334 and 336, J.L No. 19, L.R dag No : 934, 935, R.S Khatian No: 125, L.R Khatian No :1598, under South Dum Dum Municipality being Holding No. 330 (Old) & 386/1 (New), R. N. Guha Road, Kolkata – 700074, Ward No. 8 under A.D.S.R Cossipore, Dum Dum._____totally admeasuring square meters situated at in Subdivision & District etc._____ ("Said Land") vide sale deed(s) dated _____ registered as documents no._____ at the office of the A.D.S.R Cossipore, Dum Dum:*

B. The Said Land is earmarked for the purpose of building a [commercial/ residential/ any other purpose] project comprising multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as ("Project")

Provided that where land is earmarked for any institutional development the same shall he used for those purposes only and no commercial/residential development shall he permitted unless it is a part of the plan approved by the competent authority;

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. The _____ [Please insert the 'name of the concerned competent authority'] has granted the commencement certificate to develop the project vide approval dated _____ bearing registration no._____

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____

G. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B);

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

I. [Please enter any additional disclosures/details];

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

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/covered parking (if applicable) as specified in para G.

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

1 TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G.

1.2. The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**") (Give break up and description):

Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square feet*
Total price (in rupees)	

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable

[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 1
Total price (in rupees)	

[OR]

Plot No. _____ Type _____ _____	Rate of plot per square feet * _____
Total price in Rupees	

*Provide break up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para II etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 1
Total price (in rupees)	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

PAYMENT SCHEDULE:

The purchaser shall pay all the payments for apartment/ car parking space and/or two wheeler parking space as per the table given below. The Company will send a 15 (fifteen) days advance demand letter for every due instalment. As per the demand raised by the Company the Purchaser shall make the payment of such amount within 15 (fifteen) days from the date of demand, and if the payment is not made within such period, the Purchaser will be liable to pay the interest on the entire due amount @ 1.5% per month (18% per annum). If purchaser fails to pay the demand amount along with the interest within sixty days from the date of demand, in such event the Company reserves the right to cancel the allotment and refund the amount to the Purchaser paid by him/her/them/it as per the clause no. 6.2(a) mentioned hereinbefore. In case if the developer will be the defaulter to provide the possession as per the mentioned/Agreed time period, then the Developer will be liable to pay the interest @1.5 per month (18% per annum) to the purchaser, provided the purchaser should maintain the payment schedule without any evasion.

Sl.No.	Percentage (%) of Consideration	Particulars
*1	Rs.2,00,000/- (Rupees Two Lakhs)	On booking application fee.
*2	20% (of entire consideration money Including Car / Two-wheeler Parking Space less booking amount)	On the date of signing of Agreement i.e. within 30 days from the date of Application with Application money.
3	20%	On commencement of foundation work
4	10%	On completion of 1 st floor casting

5	10%	On completion of 2 nd floor casting
6	10%	On completion of 3 rd floor casting
7	5%	On completion of 4th floor casting
8	5%	On commencement of Brick work
9	5%	On commencement of plaster work
10	5%	On completion of outside plaster work
11	5%	On commencement of flooring work
12	5%	On Possession or Registration (Together Or which will be earlier)

In addition to above, the Purchaser will be required to make the payment of any extra work & extra development charges (EDC) as mentioned in Part-I appearing hereinafter. In case the aforesaid payment schedule is not strictly followed then the consequence of the same will be decided at the liberty of the Developer. For any delay in sanctioning of Bank Loan in favour of Purchaser or any delay related thereto, Developer will not be held liable or responsible in any manner whatsoever and in such an occasion if the payment terms of the aforesaid schedule is not strictly followed then Developer will be at liberty to take action as the case may be.

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GS.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded

along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Plot] and the Project.

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @-% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7. [Applicable in case of an apartment] The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.9. It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10. The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. :

1.11. The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____ payable at _____

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the

signing of this Agreement. it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment/Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the by-laws, FAR and density norms and provisions prescribed by the _____[Please insert the relevant State laws] and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1. Schedule for possession of the said [Apartment/Plot] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot].

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

7.2. Procedure for taking possession — The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/ plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of [Apartment/Plot] — Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para

7.2. such Allottee shall continue to be liable to pay maintenance charges as specified in para

7.4 Possession by the Allottee — After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws;

[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5. Cancellation:

By Allottee — The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

BY DEVELOPER: In case the Purchaser fails to make payment within the specified time from the date of Agreement and/or breaches the terms and conditions mentioned in the Allotment Offer and this STC and fails to rectify such breach, within two months from the date thereof, then in such an occasion, the Company / Developer/ Third Part will have the sole and absolute right to cancel the allotment and refund the amount after deducting the specified amount as cost and damages within the specified days in terms of the clause 6 as stated herein above, from notice of termination as mentioned in Clause 1 (a) appearing hereinafter. Thus the right of termination of the Allotment will always be the sole and exclusive discretionary right of Developer.

1 Consequences of Cancellation: In the event of the Purchaser or Developer cancelling (cancellation of) the Allotment in the manner provided for hereinabove, then:

a) The Developer Company/ Party of the Third Part herein, reserves the right to re-sell such cancelled flat to any new purchaser upon receiving the sale consideration from such new purchaser, the Company shall refund the amount received from the Purchaser after deducting /forfeiting in terms of the clause 6 as stated herein above, of the total consideration amount. In the circumstances, the Allotment Offer and/or the Agreement for Sale shall be cancelled by the Company, and all rights accrued there under to the Purchaser shall stand relinquished/ surrendered with immediate effect.

b) It is further place on record of the purchaser that the payment is to be made as per the payment schedule mentioned herein below and if any delayed payment been made by the purchaser or making default in paying the amount as per the payment schedule as mentioned herein below in that case whether the interest will be charged or the agreement will be cancelled, shall be decided absolutely by the Developer/ Party of the Third Part and if any objection been raised after signing of this agreement, or any proceeding / suit has been filed before any Court of Law and equity the same shall not be maintainable in the eye of law.

7.6. Compensation — The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot] which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project:
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land];
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas,
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing. whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said[Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project..

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In ease of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Plot), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated;
- (iii) Allotment: The Company presently intends to invite applications for booking together with prescribed booking amount from intending Purchasers for Allotment of individual Apartments / Parking spaces in prescribed Allotment Forms on the terms and conditions provided therein. Upon acceptance of such applications, subject to availability the Company will grant allotment through an Allotment Confirmation (to be subsequently converted into a Sale Agreement with the specific Percentage mentioned in the Payment Schedule and after that The Deed of Conveyance upon the intending purchaser, making full payment and complying with all other terms and conditions) and the said intending purchaser will be referred to as the Purchaser. The said Allotment Offer will need to be accepted and confirmed by the Purchaser within the time prescribed therein failing which the Company will be entitled to cancel the allotment and forfeit 20% of the Application Fee/ Sale Agreement money paid by the Purchaser in case of any breach of terms and conditions up to first 2 months and if the same happens within next 2 – 6 months then 30% of the Application fee/Sale Agreement money will be forfeited and if the same happens within next 6 – 9 months then 40% of the Application fee will be forfeited and if the same happens after 9 months or more then 40% of the Application fee/ Sale Agreement money will be forfeited. All Allotments will be subject to the terms and conditions provided therein and those provided herein. If there are two or more applicants and/or Purchasers then all of them will be jointly and/or severally liable for compliance of the terms and conditions of this STC (STANDARD TERMS AND CONDITIONS) and due performance and observance of the terms and conditions and service of notice on any of the joint Purchasers will be deemed to be a proper service of notice on all the Purchasers.

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee:

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall

be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] 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 Plot], 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/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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.
- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the [Apartment/ Plot].
- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a [Apartment / Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the _____

[Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/ regulations as applicable in _____

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) 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 and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. 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/Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY:

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

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

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

27. 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ 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 Sub-Registrar at _____(specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____

29. NOTICES:

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

_____Name of Allottee

_____ (Allottee Address)

M/s _____Promoter name

_____ (Promoter Address)

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

30. JOINTALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms

thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) 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 buyers)

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____
Name _____
Address _____

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____

Address _____

SCHEDULE 'A' — TITLE CHAIN:

WHEREAS Md. Sairad Hasan and others were the absolute owner of a plot of land Bastu and Danga measuring 40 Cottahs 7 Chittacks 5 sq. ft. more or less out of which already a plot of land measuring 17 Cottahs 7 Chittacks was transferred to the outsider and a plot of land measuring 13 Chittacks 15 Sq. ft. was transferred for making Sitala Mandir and balance a plot of land measuring 22 Cottahs 3 Chittacks 15 sq. ft. more or less was under possession of the above said owners and the above said property situated and lying at mouza Dum Dum House, Touzi No. 179, presently 1070/2834, J.L. No. 19, R.S. Khatian No. 125, C.S. Dag No. 332, R.S. Dag No. 1580, C.S. Dag No. 334 and 336.

AND WHEREAS One Ramendra Nath Roy purchased a plot of land measuring 22 Cottahs 3 Chittacks 15 sq.ft. more or less more fully described in the schedule herein below from Md. Sairad Hasan and others by virtue of a registered deed of sale in the year 1953.

AND WHEREAS One Smt. Bina Pani Roy purchased the above said property more fully described in the schedule herein below from the Said Ramendra Nath Roy by virtue of a registered deed of sale being deed No. 2219 for the year 1972 and copied in book No. 1, Volume No. 55 and registered the same at the sub registration office of Cossipore Dum Dum.

AND WHEREAS the said Smt. Bina Pani Roy executed a 'WILL' before her death and Sri Rabindra Nath Roy, husband of Smt. Bina Pani Roy obtained probate from the Ld. Court as per terms and condition of the above said Will and he became sole and absolute owner of the above said property measuring 22 Cottahs 3 Chittacks 15 sq.ft. more or less and enjoyed the said property and seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances.

AND WHEREAS one Smt. Rina Dhar Wife of Sri Pradip Dhar (the vendor herein) purchased above said property measuring 22 Cottahs 3 Chittacks 15 sq. ft more or less more fully described in the schedule herein below from Sri Rabindra Nath Roy by virtue of a registered deed of sale being deed No. 04454 for the year 2011 and copied in book No. 1, CD Volume

No. 16, Pages 4312 to 4333 and registered the same at the sub Registration office of Cossipore Dum Dum and mutated her name in the records of South Dum Dum Municipality and thereafter vendor executed Boundary declaration deed in respect of a plot of land measuring 11 (Eleven) Cottahs 5 (Five) Chittacks more or less before registrar of Cossipore Dum Dum by virtue of registered deed being deed 09686 for the year 2011 and copied in book No. 1, Volume No. 26 Pages from 1667 to 1674 and registered the same at the sub Registration office of Cossipore Dum Dum and enjoyed the said property and seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances.

AND WHEREAS, One Smt. Rina Dhar wife of Sri. Pradip Dhar had sold their part property a piece and Parcel of a plot of land Measuring about 11 Cottahs 8 Chittacks more or less Together with 500 Sq.Ft.more or less Kancha R.T Shade Structure standing thereon out of a plot of Land measuring 22 cottahs 3 Chittacks 15 Sq.Ft. more or less and the above said property situated and lying at mouza : Dum Dum House, Touzi No: 179, Presently 1070/2834, J.L No. 19, R.S Khatian No: 125, R.S. Dag No: 332, 1580, C.S Dag No: 332, 334 and 336, J.L No. 19, L.R dag No : 934, 935, R.S Khatian No: 125, L.R Khatian No :1598, under South Dum Dum Municipality being Holding No. 330 (Old) & 386/1 (New), R. N. Guha Road, Kolkata – 700074, Ward No. 8 under A.D.S.R Cossipore, Dum Dum to a company G.S. Properties and Management Private Limited

AND WHEREAS G.S. Properties and Management Private Limited has agreed to purchase and the vendor have agreed to sell ALL THAT a plot of land measuring 11 (Eleven) Cottahs 5 (Five) Chittacks more or less out of a plot of land measuring 22 Cottahs 3 Chittacks 15 sq. ft. more or less with kancha structure standing thereon by virtue of a registered deed of sale being deed No. 00838 for the year 2012 and copied in book No. 1, CD Volume No. 2, Pages 6034 to 6052 and registered the same at the sub Registration office of Cossipore Dum Dum and mutated her name in the records of South Dum Dum Municipality more fully described in the schedule hereunder written free from all encumbrances

Enjoyment By G.S. Properties and Management Private Limited:

That said Company thereafter started to enjoy the Said Premises by exercising their valuable Right, Title, Interest and Possession therein

No Encumbrances:

The Right, Title and Interest of the Owner in the Said Premises is free from all encumbrances whatsoever and they have a good and marketable title thereof.

No Requisition:

The Said Premises or any part thereof is at present not affected ACQUISITION & any REQUISITION of attached and or is liable to be attached under any decree or order of any Court of Law or sue to INCOME TAX , REVENUE or any other public demand.

No Litigation:

There are no suits and/or proceedings and/or litigation pending in respect of the premises or any part thereof.

Absolute Possession:

SCHEDULE 'B' — FLOORPLAN OF THE APARTMENT

SCHEDULE 'C' — PAYMENT PLAN

The purchaser shall pay all the payments for apartment/ car parking space and/or two wheeler parking space as per the table given below. The Company will send a 15 (fifteen) days advance demand letter for every due instalment. As per the demand raised by the Company the Purchaser shall make the payment of such amount within 15 (fifteen) days from the date of demand, and if the payment is not made within such period, the Purchaser will be liable to pay the interest on the entire due amount @ 1.5% per month (18% per annum). If purchaser fails to pay the demand amount along with the interest within sixty days from the date of demand, in such event the Company reserves the right to cancel the allotment and refund the amount to the Purchaser paid by him/her/them/it as per the clause no. 6.2(a) mentioned hereinbefore. In case if the developer will be the defaulter to provide the possession as per the mentioned/Agreed time period, then the Developer will be liable to pay the interest @1.5 per month (18% per annum) to the purchaser, provided the purchaser should maintain the payment schedule without any evasion.

<u>Sl.No.</u>	<u>Percentage (%) of Consideration</u>	<u>Particulars</u>
*1	Rs.2,00,000/- (Rupees Two Lakhs)	On booking application fee.
*2	20% (of entire consideration money Including Car / Two-wheeler Parking Space less booking amount)	On the date of signing of Agreement i.e. within 30 days from the date of Application with Application money.
3	20%	On commencement of foundation work
4	10%	On completion of 1st floor casting
5	10%	On completion of 2nd floor casting
6	10%	On completion of 3rd floor casting
7	5%	On completion of 4th floor casting
8	5%	On commencement of Brick work
9	5%	On commencement of plaster work
10	5%	On completion of outside plaster work

11	5%	<i>On commencement of flooring work</i>
12	5%	<i>On Possession or Registration (Together Or which will be earlier)</i>

In addition to above, the Purchaser will be required to make the payment of any extra work & extra development charges (EDC) as mentioned in Part-I appearing hereinafter. In case the aforesaid payment schedule is not strictly followed then the consequence of the same will be decided at the liberty of the Developer. For any delay in sanctioning of Bank Loan in favour of Purchaser or any delay related thereto, Developer will not be held liable or responsible in any manner whatsoever and in such an occasion if the payment terms of the aforesaid schedule is not strictly followed then Developer will be at liberty to take action as the case may be.

SCHEDULE'D'— SPECIFICATIONS,AMENITIES,FACILITIES(WHICH ARE PART OF THEAPARTMENT

Specifications of Construction

Specifications of construction of the Blocks and the Apartments/Flats will be as follows but the Company reserves the right to alter and/or modify any of them as and when advised by the Architect, Consultants and/or Authorities.

Foundation:

R.C.C. Foundation.

R.C.C. Framed Structure with 200 mm thick peripheral walls including plaster.

Brick work: Internal Partition 100 mm thick or 125 mm including plaster as required.

Flooring:

2ft.x2ft Branded Vitrified tiles or Marble in drawing, dining and bedrooms.

Anti screed Zero Finish Floor Tiles in the floor and designer ceramic Tile DADO (up to 5 feet) in bathrooms (minimum size 15"x10")

Ceramic tiled flooring with black stone counter and ceramic tiled DADO (above the kitchen counter up to 2 feet) with stainless steel/Black Stone sink.

Doors and Hardware:

laminated flush main door.

Flush door in bedrooms with primer paint, and PVC Door in bathrooms.

Good quality branded hardware fittings.

4. Windows:

Natural anodized Aluminium windows with glass panes (1.2 to 1.3 mm thickness).

5. Internal Finish:

Branded Plaster of Paris on wall & ceiling.

6. External Finish:

I. Mix of textured paint and waterproof-cum-weather-proof paint for external walls.

7. Sanitary ware and fittings:

White sanitary wares of reputed brands.

II. C.P. fittings of reputed brands.

8. Electrical:

- per point)
- I. AC point in master bedroom as per requirement (payable Rs. 8, 000/-)
 - II. Geyser point in bathroom attached with bedroom.
 - III. Telephone/ Intercom/ Cable TV points in drawing room.
 - IV. Adequate number of light, fan and plug points only, as suggested by the Architect (Moduler electric fittings Switches Anchor Roma, Wire : Anchor, Havels and Finolex)
 - V. Concealed copper wiring of reputed brand.
 - VI. Good Quality Piano Type Switches.
 - VII. Safety Equipments such as circuit breakers e.t.c.

9. Plumbing and water Line:

- I. Soil, waste & rainwater P.V.C. pipe of good quality.
- II. Good quality PVC pipes for internal pipeline in bathroom and kitchen.

Any request regarding extra work will not be entertained till the completion of the project and till the time of obtaining Completion Certificate from the competent authority. Any extra work if desired by the Purchaser, the same will have to be done individually at the cost and expenses of the Purchaser only after completion of the project.

First the Customers need to put the request for extra work at office and then office will provide you the estimate, which customers has to submit at the office first, then company can do the extra work, the Customer has to take the initiation to conduct the extra work time to time, here company will not be responsible, here Company is not bound to accomplish any extra work for the customers not even in the exchange of the money.

Part -1 Extra Development Charges (EDC)

Sl.No.	Facilities	Amount in respect of 1 Bed Room Flat (Rs)	Amount in respect of 3 Bed Room Flat (Rs)	Amount in respect of 3 Bed Room Flat (Rs)
1.	Individual CESC meter installation security deposit at CESC, Commissioning charges, main Switch Purchase and Installation	12,000/-	15,000/-	18,000/-
2.	Water Treatment Plant	12,000/-	15,000/-	18,000/-
3.	CESC Transformer and service line	15,000/-	20,000/-	25,000/-
4.	Single phase Generator (only for common passage Excluding Pump and Lift)	15000	15000	15000
Total		54,000/-	65,000/-	76,000/-

10. Whether any extra work to be done or not shall be decided by the Company/ Party of the Third Part with a proviso that if the Company agrees that the same will be done, the cost for such Extra Work shall be borne in advance and to be paid in the office i.e., 1, Crooked Lane, "Merlin Chamber", Kolkata- 700069.

SCHEDULE 'E' — SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[Common Facilities and Amenities]

Driveway;
Security Room;
Entrance lobby;
Staircases and such other commons areas earmarked for Common use;
Common toilets in the ground floor or in other area in the building;
Electrical Meter rooms;
Overhead Water Tank;
Water Reservoir;
Staircase Overhead;
Lift Machine Room;
Lifts;
Electrical installations;
Fully Developed Infrastructure;
Adequate Power Back-up for Common Passage lighting, Lift, and water
Supply pump only;
Sewerage Network;
DG Generator sets and control panels (optional);

Expenses of the Common Portions including the Common Facilities & Amenities as mentioned in COLUMN "A", herein above will be proportionately shared by all the Co-Owners of such Parts and will be as follows:

Costs and expenses relating to any Block shall be borne by the Owners of that Block in such shares as the Company or the Facility Management Company shall estimate and decide.

Some expenses mentioned herein may be common to all the Owners or only to those of any particular Block as be decided by the Company or Facility Management Company.

All common maintenance expenses shall inter-alia include the following:

All expenses for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing would be borne by the Association.

The passageways, driveways and the other open areas in the Residential Complex meant for common use of all Owners.

Light posts / bulbs in the Common Areas of the Residential Complex and the Blocks.

The lifts and lighting of the Common Areas of the Blocks.

All the equipments in the Service Area.

The structure of the Blocks and their roofs, foundations and walls, the plumbing lines in the Blocks and those connected to the Blocks, the pathways, approach roads and the car parks within the Blocks.

Pumps

Generator

EPABX/CCTV(Optional)

Apart from the above, if any other facilities or amenities provided for common use of all the flat owners of "G.S - ENCLAVE".

Operational: All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them.

Staffs: The Salaries, emoluments and other financial benefits of the persons to be employed by the Company/ Party of the Third Part for managing and maintaining the COMMON AREAS and FACILITIES and UTILITIES of "G.S – ENCLAVE".

Insurance: Costs towards payment of premium for insuring the Blocks in the Residential cum Commercial Complex and the facilities and the utilities in the Service Area.

Statutory Taxes and Outgoings: All rates, levies, taxes or fees that are to be paid by the Company for providing the services by the Company or P.M.C. which are payable under any existing law or enforced under any other enactment in future on and from the date of taking peaceful khas and vacant possession of the residential units / Flats / Car Parking Spaces.

Others: Any other expenses incurred by the Company in respect of the Residential Complex or the Service Area, not specifically mentioned herein including, but not restricted to, litigation expenses.

So long the Company will manage and maintain the complex, it will have full power and authority to implement the rules, regulations, by-laws including the terms mentioned in this present as may be framed for maintenance and management of the complex. Once the Company forms an Association and hands over the management and maintenance to the Association/PMC, in such event, all such powers and right will be vested with such Association save and except those, which the Company would retain with itself.