

AGREEMENT FOR SALE

BETWEEN

H. R. INFRACON LIMITED

A N D

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(PURCHASER/S)  
FOR  
UNIT NO. XX ;  
FLOOR-XX  
BLOCK NO. -XX

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"SHYAM RESIDENCY"

Project at Shyamnagar within Bhatpara Municipality, 24-Parganas  
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This Agreement for Sale executed on this ..... day of ..... , 20.....,

Between

H. R. INFRACON LIMITED (Pan No. AACCH1838E) (formerly known as H. R. Global & Finance Ltd.) a Company incorporated within the meaning of the Companies Act, 1956 having its registered office at 216, M.G. Road, P.S. Burrabazar, Kolkata- 700007 and represented by its Director Shree Mohan Mall (PAN-AFLPM7499F) son of Late Ram Kishan Mall presently residing at 216, Mahatma Gandhi Road, P.O. Burra Bazar, Police Station Burra Bazar, Kolkata – 700 007 hereinafter referred to as the Promoter (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and/or assigns) of the One PART.

AND

Mr./Mrs./Ms..... (Aadhar No. ....) Son/daughter/wife of, Mr.....aged about ..... Years, 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 & permitted assignees) of the OTHER PART:

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

INTERPRETATIONS/ 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) "Regulation" means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.
- d) "Section" means a section of the Act.

WHEREAS-

- A. By a registered Deed of Indenture dated 23<sup>rd</sup> April, 2009 executed by and between NICCO CORPORATION LTD. therein mentioned as Vendor and the Vendor herein therein mentioned as Purchaser, the said Nicco Corporation Ltd. sold, transferred and/or disposed of the land with structures measuring 4.503 acres more or less situated at 71, New Cord Road, Shyamnagar within Bhatpara Municipality, District 24-Parganas (North) in Mouza Mulajore, P. S. Jaggatdal together with structures standing thereon, hereinafter referred to as the said premises and more fully described in

Schedule "A" hereto. The said sale was finalized by the Asset Sales Committee appointed by Industrial Reconstruction Department, Government of West Bengal and the Government by Order No. 3375 (5)-IN RESPECT OF dated 12<sup>th</sup> June, 2003 has permitted the Vendor to sell the said premises.

- A.1. By an order dated 18<sup>th</sup> August, 2009 passed by the Hon'ble High Court at Calcutta in Company Petition No. 133 of 2009 connected with Company Application No. 164 of 2009 (Adhunik Navnirman (P) Ltd. and H.R. Global Finance Ltd.) the said two companies, were amalgamated with Messrs. H.R. Infracon Ltd., transferred to and vested in the said Messrs. H.R. Infracon Ltd. (The Confirming Party herein), absolutely and forever.
- B. The Vendor herein, thereafter, mutated their names in the record of Bhatpara Municipality and obtained a sanctioned building plan for construction of ground plus 8 storied building in several blocks being **Building Sanction Plan No. PWD/RB/617/18-19 DT. 27.07.2018.**
- C. The First Party is in peaceful possession of the said premises.
- D. The Second Party declares that the Second Party has verified and accepted the title of the First Party and is satisfied with the same and shall not raise any dispute regarding the title of the First Party in future.
- E. Relying upon the representation of the First Party and after being fully satisfied about the title of the said premises and also the said sanctioned plan the Second Party has expressed his/her/its desire to purchase and acquire a Flat No.7C on the 7th Floor of Block No.3D i.e Total sq.ft-858 super built up area more fully described in Part-1 of the FIFTH SCHEDULE of the said proposed building more fully described in Part-II of the Fifth Schedule hereto together with rights appurtenant thereto and the proportionate undivided share and interest in the Common Parts and portions together with proportionate undivided share and interest in the land comprised only in the building consisting of seven block (each block consisting of basement/ground and G+8 floor) of the said premises, hereinafter collectively referred to as the said Unit and has approached the First Party for purchasing the same and the First Party on being assured that the Second Party will not raise any objection of any nature whatsoever with regard to the right, title and interest of the First Party on the said premises and on the said plans/permits have agreed to sell and dispose of the said Unit on the terms and conditions mentioned hereinafter.
- F. 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.
- G. The Bhatpara Municipality has granted the commencement certificate to develop the Project vide its approval dated ..... Bearing registration no. ....;
- H. The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, . or building, as the case may be from Bhatpara Municipality. 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.
- I. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_ .
- J. The Allottee had applied for an apartment in the Project vides 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 Area") as defied 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);
- K. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- M. 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;

- N. 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 and the garage/covered parking (if applicable) as specified in Para G.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the Apartment as specified in Para 'J'

1.2 The Total Price for the Apartment based on the carpet area is Rs. (in words Rupees..... only) ("TotalPrice") (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, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Para II etc., if/ as applicable.

(AND) (if/ as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

Explanation:

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

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment 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(s) 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 schedule 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 to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) 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(s) 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 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 specification to be provided within the Apartment/ . and the Project.

1.3 The Total Price is escalation free, save and except increases which the Allottee(s) 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(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations 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 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 installments payable by the Allottee(s) by discounting such early payments @ \_\_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

1.6 It is agreed that the Promoter shall not make any addition and alteration 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, as the case may be, without the previous written consent of the Allottee(s) 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(s), or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, 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 than 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 the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ . as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Apartment;

(ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

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(iii) That the computation of the price of the Apartment 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 specification to be provided within the Apartment/ . 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, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment 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 accept 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 Allottee(s) of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (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 outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues 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 therefore by such authority or person.

1.11 The Allottee has paid a some of Rs. ----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment 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 as prescribed in the payment plan at [Schedule C] as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) 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 account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of HR Infracon Limited payable at Kolkata .

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under 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 regards. 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 Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ . apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

## 4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorized 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, 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 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/ . and accepted the floor plan, payment plan and the specification, 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 bye-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 this Agreement.

7. POSSESSION OF THE APARTMENT.:

7.1 Schedule for possession of the said Apartment –The Promoter agrees and understands that timely delivery of possession of the Apartment 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 handover possession of the Apartment 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 effecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of 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.

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 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 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 agreed that he/ she shall not have any rights, claims etc. against the Promoter and 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, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), 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 completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ ., 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- Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the Apartment 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 to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

7.4 Possession by the Allottee-After obtaining the occupancy certificate\* and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall 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(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s) 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(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest 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 intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment, 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(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and 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;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment 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 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(s) 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 which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) 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 to the Allottee(s) 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 matters 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 the Apartment. 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 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) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement 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 case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

(i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

(ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) 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, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Allottee(s) fails to make payments for 2 consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) 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 conditions listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

#### 10. CONVEYANCE OF THE SAID APARTMENT :

The Promoter, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three 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 absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) 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(s).

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

The Promoter shall be responsible for providing and maintaining the 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 this Agreement relating to such development is brought to the notice of the Promoter within a period of 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 thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) 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(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the Apartment or any. Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.



14. USAGE:

Use of Basement(s) and service areas:- The basement 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 equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) 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 used by the Association of allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said 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 said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes 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 grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not changes the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall 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 shall also not remove any wall, including the outer and load wall of the Apartment.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive 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 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 anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities 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 said Apartment 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 for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment 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. BUILDING 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 this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of 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(s) 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(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) 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 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 ALLOTTEE:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 said 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 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments 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 the 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:-

HR Infracon Limited

216 Mahatma Gandhi Road, Kolkata 700007

Allotee Names

Address

It shall be the duty of the Allottee and promoter to inform each other of any changes 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. JOINT ALLOTTEE:

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 Allottee(s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, . or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, . 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 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 dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

**Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHRA Act and the Rules and Regulations made there under.**

SCHEDULE-‘A’ - DESCRIPTION OF THE Apartment AND TILE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

The Said Premises

ALL THAT land measuring **4.503** acres more or less situated at **71, New Chord Road**

**now renumbered as 71/A New Chord Road, 71/B New Chord Road & 71/C New**

**Chord Road, Shyamnagar, P. O. Authpur within Bhatpara Municipality, Wrad no-**

**22, in Mouza Mulajore, P. S. Jagatdal District 24-Parganas (North) in**

together with structures standing thereon under the following Dag Nos. and Khatian

Nos.

Land particulars in respect of Dag Nos.

Dag Nos.		Khatian No.	Area of Whole Dag	Area to be purchased by H.R. Infracon.
C. S.	R. S			
72	72	364	1.63 Acres	1.63 Acres
73	73	1603	0.37 Acres	0.37 Acres
93	93	204	0.49 Acres	0.043 Acres
94	94	54	0.22 Acres	0.16 Acres
2410	94/2410	54	0.06 Acres	0.06 Acres
95	95	1580	0.07 Acres	0.04 Acres
96	96	204	0.08 Acres	0.03 Acres
97	97	335	0.15 Acres	0.07 Acres
98	98	335	1.71 Acres	1.71 Acres
99	99	335	0.03 Acres	0.03 Acres
2402	81/2402	1605	0.04 Acres	0.01 Acres
2403	81/2403	1775	0.05	0.02 Acres
2034	209/2034	306	0.02 Acres	0.02 Acres
2411	95/2411	1579	0.21 Acres	0.21 Acres
2406	73/2406	779	0.08 Acres	0.08 Acres
1107	17/1107	1602	0.02 Acres	0.02 Acres

The Said Unit

ALL THAT the **Flat No.7C** on **Floor-7th** of **Block-3D** at the said premises containing a super built up area of **858 sq.ft..more or less and i.e. Total Square Feet-858 super built up area** along with undivided proportionate share of land comprised only in the building consisting of seven block (each block consisting of **G+8** floor) shown in the map annexed thereto duly bordered in "RED" A N D also the proportionate share in the Common Parts and Portions therein as per the floor plan enclosed and marked and bordered "GREEN".

SCHEDULE-'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE- 'C' - PAYMENT PLAN and Terms

**DEPOSITS**

1. Rs 15,594/- @ Rs.1/- per sq. ft. per month for 6 months, as deposit towards the proportionate share of expenses and outgoings mentioned in the FOURTH SCHEDULE, hereinabove.
2. Security Deposit for individual meters from W.B.S.E.B. at actual payable at the time of respective application to W.B.S.E.B.
3. Sinking fund @ Rs. 6/- per sq. ft.

**REIMBURSEMENT:**

1. Rs. 1000/- towards share application money/entrance fees and his/her share of expenses in connection with the formation of the Maintenance organisation.
2. Rs. 90,965/- @ Rs. 35/- per sq. ft. towards expenses for installation of transformer and related expenses and for procuring WBSEB meters (other than deposit) & H.T./L.T.lines.
3. Rs. 30,000/- per flat/unit towards cost of Generator for supply of back up power to individual unit holders upto 1500 watts.
4. Rs. 10,000/- of the amount mentioned in the SIXTH SCHEDULE hereunder, towards the fees of the Advocate for preparation of this Agreement and other documents as may be required to be executed in pursuance hereof.
5. Rs. 60,000/- per unit for club facilities.
6. GST as applicable.

**(MODE OF PAYMENT OF THE TOTAL CONSIDERATION)**

**PHASE - I**

- |                                     |                      |
|-------------------------------------|----------------------|
| 1. <b>At the time of booking</b>    | <b>Rs.1,00,000/-</b> |
| 2. <b>With the execution hereof</b> | <b>Rs.5,54,000/-</b> |

**(20% of total consideration less booking advance received)**

- |  |                      |
|--|----------------------|
| 3. <b>10% On Completion of Pilling</b>                         | <b>Rs.3,27,000/-</b> |
| 4. <b>10% On Completion of casting of 1<sup>st</sup> Floor</b> | <b>Rs.3,27,000/-</b> |
| 5. <b>10% On Completion of casting of 2<sup>nd</sup> Floor</b> | <b>Rs.3,27,000/-</b> |
| 6. <b>10% On Completion of casting of 3<sup>rd</sup> Floor</b> | <b>Rs.3,27,000/-</b> |
| 7. <b>10% On Completion of casting of 4<sup>th</sup> Floor</b> | <b>Rs.3,27,000/-</b> |
| 8. <b>10% On Completion of Brickwork (Outer/ Inner)</b>        | <b>Rs.3,27,000/-</b> |

9. **10%** On Completion of Flooring **Rs.3,27,000/-**
10. Balance **10%** at the time of possession and **Rs.3,27,000/-**

instant registry Plus Compulsory Charges. **Rs.1,21,800 /-**

**Total Rs.33,91,800/-**

SCHEDULE- 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/ .)

Structure

R.C.C. framed structure as per design and specification of the Architect.

2. Walls

Brick walls, both internal and external as per design and specification of the Architect.

3. Internal Finish

Plaster of Paris/Cement Wash on all internal surfaces except where there is tile or stone cladding.

4. Flooring

a) Living/Dining Room/Bed Rooms

Vitrified Tiles

Option – II Marble flooring in entire flat at additional cost.

b) Kitchen

- Ceramic Tiles.

- Counter top with Black Granite.

- Stainless Steel sink.

- Glazed Ceramic tiles upto 2 ft. above the counter.

c) Toilet:

Glazed Ceramic Tiles upto 7 ft. height.

5. Doors

a) Main Door Polished Flush/Panel type door with night latch as per design & specification of the Architect.

b) Other Doors: Flushed/Panel type door, painted with mortice lock as per design & specification of the Architect.

6. Windows:

All windows would have Sliding/Casement Aluminium Windows as per the design and specification of the Architect.

7. Sanitary

- Good Quality WC with Showers and Wash Basin (Parryware/Hindustan/Nycer/Cera or equivalent)

- Chromium Plated fittings (Jaquar/Essco/Marc or equivalent)

- Concealed Hot & Cold Lines.

These shall be as per design & specification of the Architect.

8. Electricals

Concealed copper wiring would be provided in the flats as well as the Circulation areas with adequate number of plug points, and plastic moulded switches of standard make wirings as outlets for telephone and intercom (to connect to the ground floor reception/security outpost)

A/C Point in one Bedroom.

9. Common:

a) Flooring While Cement Terrazo/White Mosaic in both staircases and lobbies. Ground floor lobby would be of Marble/Ceramic tile finish as per design & specification of Architect.

- b) Staircase: The Staircase railings would be of MS with Wooden/PVC handrails as per the design & specification of the Architect.
- c) Tubewell: Tubewell with pump and overhead/underground Reservoir as per design & specification of the Architect.
- d) Lift: 1 or 2 Nos. 5 passenger lift of reputed make in each block as per requirement.
- e) Generator: Adequate Capacity generator to provide back-up for the operation of all common lights, pumps and lifts.
- f) Driveways & Open Parking Space Driveways and open parking spaces to be paved with chequered tiles/hard stone/crazy mosaic as per the Design & Specification of the Architect.
- g) Covered/Open Car/two wheelers Parking space: Covered/open Car/two wheelers Parking space to be with Ironite Flooring in the basement/ground floor.
- h) External Painting: External Painting with High Quality acrylic/textured paint as per the design & specification of the architect.
- i) Lighting Provision: adequate area lighting provisions in the Common areas.
- j) Landscaping: Well planned landscaping and greenery as per the design and specifications of the Architect/Land Scale Designer.

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

(Common Parts: Common to the Co-owners of each block of the Housing Complex)

1. Staircase, lobby and landings of white cement terrazzo/mosaic/natural stone flooring having windows with standard section of aluminium/steel and glass panes with stair cover on the ultimate roof.
2. Electrical wiring in copper conductors and fittings and fixtures for lighting the staircase lobby and landings and operating lift and other electrical installations.
3. 1 or 2 Nos. 5 passengers lift of reputed make in each block as per requirement.
4. Overhead tank with distribution pipes there from connecting to different Units and from the underground water reservoir to the overhead tank.
5. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Housing Complex.
5. Ultimate Roof of each block for use by the occupants of the Housing Complex.

#### PART – II

1. Paths, passages and driveways in the Housing Complex other than those reserved for parking of motor car/two wheelers or marked by the FIRST PARTY exclusive to any Unit or Co-owner.
2. Transformer, electrical sub-station and their accessories and distribution cables, if provided for supply of electricity in the Housing Complex and room, if any, in the ground floor.
3. Electrical installations with main switch and meter room, if any required.
4. Drains and sewers from the Housing Complex to the Corporation drains.
5. Stand by diesel generator set, its panel and accessories and room, if any, for installing the same.
6. Water Pump with motor and underground water reservoir in the premises with water distribution pipes to the overhead tank of each block and room, if any, for installing the water pump and motor.
7. Tube Well with pumps for water supply through under ground and overhead tank.
8. Provisions for cable T. V. connection.
9. Boundary walls and main gate to the Housing complex.
10. Water Treatment Plant for treating the raw-water.
11. Sufficient and adequate Fire Fighting Arrangements in each block.
12. Driver's rest room/s
13. Servant toilet/s
14. Administrative cum Caretaker's room.
15. CCTV for Security.

#### FACILITIES:

1. Children's play ground with swings and other play equipments.
2. Air conditioned Community Hall
3. Club for residents with :-  
Landscaped Garden
4. Indoor games room
5. Yoga/Meditation room

6. Well equipped Gym with Steam and Sauna.
7. Swimming Pool
8. Basket Ball/Badminton Courts.

THE FOURTH SCHEDULE ABOVE REFERRED TO

COMMON EXPENSES

1. MAINTENANCE The cost and expenses of maintaining, repairing redecorating and renewing etc. of the main structure and in  
  
particular the roof to the extent the leakage and drainage to the upper floor, gutters and water pipes for all purposes, drains, electric cables and wires in under or open the said Housing Complex, main entrance, landings and staircase of the said buildings, boundary walls of the Premises and compounds etc. enjoyed or used by the SECOND PARTY in common with other occupiers. The costs of cleaning and lighting the main entrance, passages, driveways, landings, staircases and other parts of the Housing complex so enjoyed or used by the SECOND PARTY in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. OPERATIONAL: All expenses for running and operating all machines equipments and installations comprised in the Common Parts and Common portions including generator, lift, water pump with motor, cable T.V. connection and also the costs of repairing renovating and replacing the same.
3. STAFF: The salaries of and all other expenses of the staff to be employed for the Common Purposes namely security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen, etc., including their bonus and other emoluments and benefits.
4. ASSOCIATION: Establishment and all other expenses of the Association or any agency looking after the Common Purposes until handing over the same to the Association.
5. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.
6. FACILITIES: All costs and expenses incurred for the installation, maintenance, upkeep and running the facilities as more fully described in PART II of the SECOND SCHEDULE.
7. OTHERS: All other expenses and/or outgoings as may be determined by the FIRST PARTY and are incurred by the Association for the Common Purposes.

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 \_\_\_\_\_

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)  
\*or such other certificate by whatever name called issued by tire competent authority.

*Please affix  
photographs  
and sign  
across the  
photograph*