

DRAFT

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this day of
....., 201.....

BETWEEN

- 1) **Amitava Ghosh** (PAN-ADFPG9103Q), son of late Sunil Kanti Ghosh, resident of 55 Rani Rashmoni Path, City Centre, Durgapur-16, Dist.-*Paschim Bardhaman*, Pin-713216,
- 2) **Lakshmi Roy** (PAN-ALLPR8523K), daughter of Manoranjan Chakraborty, wife of late Rajib Bandhu Roy, resident of 8/2 Aurobinda Avenue , A-Zone, P.O.-Durgapur-4, PS-Durgapur, Dist.-*Paschim Bardhaman*, Pin-713204,
- 3) **Joydeb Saha** (PAN-AIZPS9151P), son of late Radha Gobindo Saha, resident of 14/7 Ranapratap Road, Durgapur-4, Dist.-*Paschim Bardhaman*, Pin-713204,
- 4) **Gopa Dasgupta** (PAN-ALZPD0957D), daughter of late Rajib Bandhu Roy , wife of late Indrajit Dasgupta, resident of F-11 Nabamalanca Group Housing Co-operative Complex, Bidhannagar, P.O.-Durgapur-12, PS- New Township, Dist.-*Paschim Bardhaman*, Pin-713212,
- 5) **Ranjit Basak** (PAN-AGBPB3154D), son of late Nepal Chandra Basak, resident of Central Avenue, Durgapur-4, Dist.-*Paschim Bardhaman*, Pin-713204,
- 6) **Piasa Roy** (PAN-ACLPR6345L), daughter of Durga Prasad Dasgupta, wife of Sri Gorachand Roy, resident of 9/5 Newton Avenue, Durgapur-5, Dist.-*Paschim Bardhaman*, Pin-713205,
- 7) **Tuhin Kanti Mondal** (PAN-ALGPM8115K), son of late Kiriti Mohan Mondal, resident of Kanishka Road, Durgapur-4, Dist.-*Paschim Bardhaman*, Pin-713204,
- 8) **Mithin Dutta** (PAN-AFLPD6437Q), son of Sri Shyama Pada Dutta, resident of 20/27 Shivaji Road, Durgapur-4, Dist.-*Paschim Bardhaman*, Pin-713204,
- 9) **Partha Sarathi Mukherjee** (PAN-ADSPM4887G), son of late Kenaram Mukherjee, resident of Ranapratap Road, Durgapur-4, Dist.-*Paschim Bardhaman*, Pin-713204,
- 10) **Mrinal Kanti Mondal** (PAN-ADPPM8384F), son of late Kiriti Mohan Mondal, resident of Kanishka Road, Durgapur-4, Dist.-*Paschim Bardhaman*, Pin-713204,
- 11) **Sanjib Roy** (PAN-AEYPR5956A), s/o late Rajib Bandhu Roy, resident of 8/2 Aurobinda Avenue, A-Zone, Durgapur-4, Dist.-*Paschim Bardhaman*, hereinafter collectively referred to as the **OWNERS** (which expression shall, unless excluded by or repugnant to the context shall mean and include their respective legal heirs, administrators, representatives, successors-in-interest and assigns) all of the OWNERS being represented (under a Development Power of Attorney registered in the Office of Additional District Sub-Registrar, Durgapur in Book No. I, volume number 0206-2019, page nos. 60050 to 60098 being no. 020602636 for the year 2019) by their attorneys namely
 - i) **Manoj Agarwal** (PAN-ACVPA6102G), aged about 48 (forty eight) years, son of Sri Gaidalal Agarwal, by faith Hindu, occupation-business, resident of B, 109, Merbold Street, Bidhannagar, P.O.-Durgapur-12, District-*Paschim Bardhaman*, Pin-713212,;
 - ii) **Soumen Mazumder** (PAN-AKVPM4290M), aged about 45(forty five) years, son of Sri Bibhuti Bhusan Mazumder, by faith Hindu, occupation-business/service, resident of 1/12 SEPCO Township, P.O.-Durgapur-5, Dist.-*Paschim Bardhaman*, Pin-713205,

- iii) **Anup Mazumder** (PAN-AERPM1593B), aged about 55 (fifty five) years, son of Sri Chitta Ranjan Mazumder, by faith Hindu, occupation-business, resident of 58 Zonal Market Complex, A-Zone, P.O.-Durgapur-4, Dist.-*Paschim Bardhaman*, Pin-713204, all being Indians by nationality and partners of DEVELOPER, M/S *Aambani Housing Development Project* (PAN-ABDFA0388F), hereinafter jointly referred to as the “**ATTORNEYS**” of the **FIRST PART**

AND

M/S Aambani Housing Development Project (PAN-ABDFA0338F), a partnership firm, registered under Indian Partnership Act, 1932, having its place of business at 1/12 SEPCO Township, P.O.--Durgapur-5, Dist.- *Paschim Bardhaman*, Pin-713205, represented by its authorised partners, vide Agreement for Modification of Partnership executed by Partners of M/S *Aambani Housing Development Project* on 27th September, 2019:

- a) **Manoj Agarwal (PAN-ACVPA6102G)**, son of Sri Gaidalal Agarwal
b) **Soumen Mazumder (PAN-AKVPM4290M)**, son of Sri Bibhuti Bhusan Mazumder
c) **Anup Mazumder (PAN-AERPM1593B)**, son of Sri Chitta Ranjan Mazumder, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the context be deemed to include their respective successors and/or, successors-in-interest and/or assigns) of the **SECOND PART**

AND

.....
hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their/its legal heirs, administrators, representatives, successors-in-interest and assigns) of the **THIRD PART**.

DEFINITIONS:

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

- a) “**Act**” means West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017);
b) “**Rules**” means 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;
e) “**DEVELOPER**” shall have the same meaning as that of a “promoter” as defined in Section 2(zj) of the Act;
f) “**flat/unit/apartment/accommodation**” shall have the same meaning as that of “apartment” as defined in Section 2(d) of the Act;
g) “**Said Parking Space**” shall have the same meaning as that of a “parking space” as defined in Section 2(x) of the Act;

- h) **“Project/Said Project”** shall have the same meaning as that of “real estate project” as defined in Section 2(zm) of the Act;
- i) **“Common Areas, Amenities and Facilities”** shall have the same meaning as that of “common areas” as defined in Section 2(m) of the Act.

WHEREAS:

- A. OWNERS (Nos. 1 to 11) are the joint owners/co-sharers of land measuring 41 (forty one) decimal, comprised in RS Plot No.-228, LR Plot No.-72, LR Khatian Nos. - 717, 755, 715, 756, 721, 716, 722, 719, 718, 720 & 713, Mouza-Pardoi, JLNo.-001 as per LR Record (076 as per RS Record) PS-New Township, Dist.-*Paschim Bardhaman*, Sub-Division and Sub Registry Office - Durgapur, District –*Paschim Bardhaman* which is lying and situated within the local limit of Durgapur Municipal Corporation, more fully and particularly described in **SCHEDULE-A** written hereunder, and hereinafter referred to as the **“Said Land”**. OWNERS have purchased Said Land by virtue of a registered Deed of Sale registered in the Office of the ADSR, Durgapur, Page Nos. 1736 to 1751 being Book No.-I, Volume No. 06715 for the year 2014. For the purposes of developing the Said Land, OWNERS and DEVELOPER have entered into a development agreement registered in the Office of Additional District Sub-Registrar, Durgapur in Book No. I, page nos. 11135 to 11168, being no. 020600762 for the year 2016, hereinafter referred to as the **“First Development Agreement”** which was later revised/ modified by dint of another development agreement registered in the Office of Additional District Sub-Registrar, Durgapur, in Book No.-I, volume number-0206-2019, page from 54581 to 54637 being no. 020602551 for the year 2019, hereinafter referred to as **“Revised Development Agreement”** and collectively referred to as **“Development Agreements”**.
- B. The development of Said Land known as **“Meadow Land”** consisting of G+10(ten) storied, multi-use residential building comprising of single tower/block upon the Said Land, hereinafter referred to as the **“Said Building”**, along with 48 (forty eight) Multi-level Car Parking and 18 (eighteen) open car parking spaces, collectively hereinafter referred to as **“Said Project”**, proposed as Real Estate Project by the DEVELOPER and is being registered as a “real estate project” with the West Bengal Housing Industry Regulatory Authority (hereinafter referred to as **“Authority”**) under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- C. For better, smoother and more efficient accomplishment of Said Project the DEVELOPERS appointed the ATTORNEYS herein to represent them and to look after and manage the affairs relating to Project and also for facilitating its completion within the stipulated period of time by virtue of deed for Development Power of Attorney, hereinafter referred to as **“Said Development Power of Attorney”**, registered in the Office of Additional District Sub-Registrar, Durgapur in Book No. I, volume number 0206-2019, page nos. 60050 to 60098 being no. 020602636 for the year 2019.
- D. The OWNERS and DEVELOPER are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the OWNERS to Said Land and the DEVELOPER’S right and entitlement to develop Said Land on which Project is to be constructed have been completed.

- E. The OWNERS have duly intimated the Durgapur Municipal Corporation about commencement of construction of the Project vide its letter dated
- F. The DEVELOPER has obtained the layout plan, sanctioned plan, specifications and approvals for Real Estate Project from Authority of Durgapur Municipal Corporation, which is presently being developed. The DEVELOPER agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- G. The ALLOTTEE had applied for an apartment in the Project *vide* application no..... dated andbedroom hall kitchen (BHK) apartment bearing number. having carpet area of..... sq. ft., more or less, (built up area of sq. ft., more or less) on the(.....) floor in Said Building, being more particularly described in **Schedule-B** below and the layout/floor plan of the apartment is delineated in colour on the Plan annexed hereto and marked as **Annexure "A-2" ("Said Apartment") TOGETHER WITH** the right to parking in Multi-level/open parking space bearing numberadmeasuring approximatelysquare feet, more particularly described in **Schedule-B** written hereunder (**"Said Parking Space"**) **TOGETHER WITH** pro rata share in the common areas (**"Common Areas, Amenities and Facilities"**) as defined under Clause (m) of Section 2 of the Act (hereinafter collectively referred to as the **"Apartment And Properties Appurtenant Thereto"**);
- 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. The principal and material aspects of development of Said Project briefly stated below
- a) Said Building comprising of Ground + 10 (G+10) storied building being constructed on Said Land, constitute the real estate project (**"Said Project"**) in accordance with the provisions of the Act and Rules. Said Project is being constructed and developed upon Said Land as shown incolour boundary line on the Plan annexed and marked as **Annexure "A-1"** hereto and more particularly described in **Schedule-A** written hereunder.
 - b) Common Areas, Amenities and Facilities in Said Project that may be usable by ALLOTTEE and other allottees/owners/occupiers on a non-exclusive basis are listed in Schedule E hereunder written.
 - c) ALLOTTEE agrees and accepts that the exact location and identification of the Said Parking Space may be finalised by DEVELOPER only upon completion of Said Project in all respects.
 - d) DEVELOPER shall be entitled to utilise Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Durgapur Municipal Corporation and all other concerned authorities, and construct additional built-up area by way of additional apartments and/or additional floors on Said Building. For the purpose aforesaid, DEVELOPER will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Building without however, adversely affecting the Said

Apartment agreed to be sold hereunder, and to carry out construction work accordingly. ALLOTTEE hereby irrevocably agrees and gives his/her/its express consent to DEVELOPER for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Building for aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Apartment and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be ALLOTTEE'S consent contemplated under the relevant provisions of the Act, Rules and Regulations. ALLOTTEE shall not raise any objection or cause any hindrance in the said development/construction by DEVELOPER whether on grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Building being affected by such construction. ALLOTTEE hereby agrees and assures to give all facilities and co-operation which DEVELOPER may require from time to time, both prior to and after taking possession of Said Apartment, so as to enable DEVELOPER to complete the development smoothly and in the manner determined by DEVELOPER. It is expressly agreed by the Parties hereto that DEVELOPER will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by DEVELOPER as aforesaid.

- e) ALLOTTEE agrees and acknowledges that the sample apartment (if any) is constructed by DEVELOPER and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and DEVELOPER is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample flat, other than as expressly agreed by DEVELOPER under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned plan and the same may differ from the height of the sample apartment constructed by DEVELOPER.
- 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. 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.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the DEVELOPER hereby agrees to sell and ALLOTTEE hereby agrees to purchase Apartment And Properties Appurtenant Thereto, being collectively described in Schedule-

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 ALLOTTEE and ALLOTTEE hereby agrees to purchase Apartment And Properties Appurtenant Thereto.

1.2. The Total Price payable ("**Payment Plan**") for Apartment And Properties Appurtenant Thereto is more particularly mentioned in **Schedule-C** below.

Explanation:

a) The Total Price includes the booking amount paid by ALLOTTEE to the DEVELOPER towards Apartment And Properties Appurtenant Thereto.

b) In addition to the Total Price, the ALLOTTEE(S) shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to Apartment And Properties Appurtenant Thereto and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to Apartment And Properties Appurtenant Thereto, shall be borne and paid by the ALLOTTEE alone and the DEVELOPER shall not be liable to bear or pay the same or any part thereof;

c) Notwithstanding anything mentioned hereinabove, it is clarified that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to Said Project by the Authority, as per the Act, the same shall not be charged from the ALLOTTEE.

d) DEVELOPER shall periodically intimate in writing to the ALLOTTEE, the amount payable as stated in Schedule-C below and ALLOTTEE shall make payment demanded by DEVELOPER within the time and in the manner specified therein. In addition, the DEVELOPER shall provide to ALLOTTEE details of 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.

e) The Total Price of Apartment And Properties Appurtenant Thereto includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and common expenses.

1.3. Total Price is escalation-free, save and except escalations/increases which the ALLOTTEE hereby agrees to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The DEVELOPER undertakes and agrees that while raising a demand on the ALLOTTEE for increase

in development charges, cost/charges imposed by the competent authority/local bodies/Government, DEVELOPER shall enclose the said notification/order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to 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 Project by the Authority as per the Act, the same shall not be charged from the ALLOTTEE.

- 1.4. The ALLOTTEE shall make the payment as per the payment plan set out in Schedule C("Payment Plan").
- 1.5. DEVELOPER 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 DEVELOPER.
- 1.6. It is agreed that DEVELOPER shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by DEVELOPER at its sole discretion)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 Said Apartment, without the previous written consent of the ALLOTTEE as per the provisions of the Act.

Provided that DEVELOPER 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. DEVELOPER shall take prior approval of the ALLOTTEE for extra charges, if any, as may be applicable for such addition alterations.

- 1.7. DEVELOPER shall confirm the final carpet area that has been allotted to the ALLOTTEE after the construction of the Said Building is complete and the completion 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 DEVELOPER. If there is reduction in the carpet area then DEVELOPER 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 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, DEVELOPER shall demand additional amount from ALLOTTEE towards the Total Price, which shall be payable by ALLOTTEE prior to taking possession of Said Apartment. It is clarified that the payments to be made by DEVELOPER/ALLOTTEE, as the case may be, under this

- Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.
- 1.8.** Subject to Clause 9.3 of this Agreement, DEVELOPER agrees and acknowledges that ALLOTTEE shall have the following rights to Apartment And Properties Appurtenant Thereto:
- a)** ALLOTTEE shall have exclusive ownership of Said Apartment.
 - b)** ALLOTTEE shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in Schedule E below). Since the share/interest of the ALLOTTEE in Common Areas, Amenities and Facilities shall mean all that has been described in **Schedule-E** of Said Project is undivided and cannot be divided or separated, ALLOTTEE shall use Common Areas, Amenities and Facilities of Said Project along with other occupants/allotees of Said Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that DEVELOPER shall hand over the Common Areas of the Said Project (described in Schedule -E below) to Holding Organisation/Association/ Society of allottees/occupiers/ owners of apartments/flats/units/ accommodations in Said Building after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - c)** The computation of the price of Apartment And Properties Appurtenant Thereto includes recovery of price of land, construction of Common Areas, Amenities and Facilities, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and Said Project but excludes Taxes and maintenance charges.
 - d)** ALLOTTEE has the right to visit Said Project site to assess the extent of development of Said Project and Said Apartment, subject to prior consent of DEVELOPER or its authorised agent and complying with all safety measures while visiting the site.
- 1.9.** It is made clear by DEVELOPER and the ALLOTTEE agrees that the Said Apartment along with Said Parking Space shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned in Recital I (including all its sub-clauses), it is agreed that Said Project is an independent, self-contained project covering 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.
- 1.10.** The DEVELOPER agrees to pay all outgoings before transferring the physical possession of Said Apartment to ALLOTTEE, which it has collected from the ALLOTTEE, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 DEVELOPER fails to pay all or any of the outgoings collected by it from ALLOTTEEs or any liability, mortgage loan and interest thereon before transferring Said Apartment to ALLOTTEE, DEVELOPER agrees to be liable, even after the transfer of the property, to pay such outgoings and penal

charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11. ALLOTTEE has paid a sum equivalent to 20% (ten percent) of the total price as booking amount being part payment towards the Total Price of the Apartment And Properties Appurtenant Thereto which includes token amount/any advances paid at the time of application, the receipt of which DEVELOPER hereby acknowledges and ALLOTTEE hereby agrees to pay the remaining price of the Apartment And Properties Appurtenant Thereto as prescribed in Payment Plan [specified in Schedule C] as may be demanded by DEVELOPER within the time and in the manner specified therein. Provided that if ALLOTTEE delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate prescribed in the Rules.

2. PAYMENTS:

2.1. Subject to the terms of this Agreement and DEVELOPER abiding by the construction milestones as expressly mentioned in this Agreement, ALLOTTEE shall make all payments, on written demand by DEVELOPER, within the stipulated time as mentioned in Payment Plan through cheque/demand draft/pay order/wire transfer/ RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the DEVELOPER payable at Durgapur.

2.2. DEVELOPER shall be entitled to securities the Total Price and other amounts payable by ALLOTTEE under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the ALLOTTEE under this Agreement or any part thereof. Upon receipt of such intimation from DEVELOPER, ALLOTTEE shall be required to make payment of Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

2.3. In the event of ALLOTTEE obtaining any financial assistance and/or housing loan from any bank/ financial institution, DEVELOPER shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between ALLOTTEE and Bank/financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/ pay all such amounts due and payable to DEVELOPER under this Agreement and in no event DEVELOPER shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by ALLOTTEE from such bank/ financial institution.

2.4. The timely payment of all amounts payable by ALLOTTEE under this Agreement (including Total Price), is the essence of the contract. An intimation forwarded by DEVELOPER to ALLOTTEE that a particular milestone of construction has been achieved shall be sufficient proof thereof. DEVELOPER demonstrating dispatch of such intimation to the address of ALLOTTEE as stated at Clause 29 (Notice) including by e-mail, shall be conclusive proof of service of such intimation by

DEVELOPER upon ALLOTTEE, and non-receipt thereof by ALLOTTEE/S shall not be a plea or an excuse for non-payment of any amount or amounts.

- 2.5.** In the event of delay and/or default on the part of ALLOTTEE in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to DEVELOPER under this Agreement or under applicable law, DEVELOPER shall be entitled to adjust against any subsequent amounts received from ALLOTTEE, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1.** 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 DEVELOPER with such permission, approvals which would enable DEVELOPER to fulfil 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. 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 the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2.** The DEVELOPER accepts no responsibility in regard to matters specified in Clause 3.1 above. ALLOTTEE shall keep the DEVELOPER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of ALLOTTEE subsequent to the signing of this Agreement, it shall be the sole responsibility of ALLOTTEE to intimate the same in writing to the DEVELOPER immediately and comply with necessary formalities if any under the applicable laws. The DEVELOPER 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 DEVELOPER shall be issuing the payment receipts in favour of ALLOTTEE only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

ALLOTTEE authorises DEVELOPER to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of ALLOTTEE against Apartment And Properties Appurtenant Thereto, if any, in his/her/its name and ALLOTTEE undertakes not to object/demand/direct the DEVELOPER to adjust his/her payments in any other manner.

5. TIME IS ESSENCE:

DEVELOPER shall abide by time schedule for completing Said Project as disclosed at the time of registration of Said Project with the Authority and towards handing over Said Apartment to ALLOTTEE and Common Areas Amenities and Facilities in Said Project (described in Schedule.....below) to the association of owners/occupiers/allottees, upon its formation and registration.

6. CONSTRUCTION OF SAID PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:

6.1. ALLOTTEE has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by DEVELOPER. DEVELOPER shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. DEVELOPER 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 Municipal Authority and shall not have an option to make any variation /alteration/ modification in such plans of Said Project, other than in the manner provided under the Act, and breach of this term by DEVELOPER shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any *Force Majeure* (as enumerated in Explanation of Section 6 of the Act) events or to improve or protect the quality of construction, DEVELOPER, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided DEVELOPER shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in Schedule D of this Agreement.

6.2. ALLOTTEE agrees, accepts and confirms that the DEVELOPER is entitled to the rights and entitlements in this Agreement including as stated in this Clause 6.2 in accordance with what is stated at Recital I hereinabove:-

a) DEVELOPER has informed ALLOTTEE that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of Said Project. DEVELOPER has further informed ALLOTTEE that all the expenses and charges of the aforesaid amenities and conveniences may be common and ALLOTTEE along with other owners/occupiers/allottees of flats/units/apartments in the Said Building and ALLOTTEE shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of such owner/occupier/ allottee of flats/units/apartments in Said Project including ALLOTTEE/S herein and the proportion to be paid by ALLOTTEE shall be determined by DEVELOPER and ALLOTTEE agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither ALLOTTEE nor any of owners/ occupiers/allottees of flats/units/apartments in Said Project shall object to the DEVELOPER laying

through or under or over Said Land, described in Schedule-B hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for Said Building.

- b) Said Project includes amenities like common open areas, common landscapes and driveways etc. in Said Project which shall be an integral part of the layout of the development of Said Project neither ALLOTTEE nor any person or entity on ALLOTTEE's behalf shall, at any time claim any exclusive rights with respect to the same.
- c) ALLOTTEE shall at no time demand partition of Apartment And Properties Appurtenant Thereto and/or the Said Building and/or Said Project.

7. POSSESSION OF SAID APARTMENT:

7.1. Schedule for possession of Said Apartment:

DEVELOPER agrees and understands that timely delivery of possession of Said Apartment to ALLOTTEE and Common Areas Amenities and Facilities of Said Project to the association of owners/occupiers/allottees (upon its formation and registration) is the essence of the Agreement. DEVELOPER assures to hand over possession of Said Apartment along with ready and complete Common Areas Amenities and Facilities of Said Project (as specified in Schedule E below) with all specifications (as provided in Schedule D below) in place on or before 14th day of May, 2022 unless there is delay due to *Force Majeure* (as enumerated in Explanation of Section 6 of the Act). If, however, the completion of Said Project is delayed due to the Force Majeure conditions then ALLOTTEE agrees that DEVELOPER shall be entitled to the extension of time for delivery of possession of Said Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. ALLOTTEE agrees and confirms that, in the event it becomes impossible for DEVELOPER to implement Said Project due to Force Majeure conditions, then this allotment shall stand terminated and DEVELOPER shall refund to ALLOTTEE the entire amount received by DEVELOPER from the allotment within 45 days from that date. DEVELOPER shall intimate ALLOTTEE about such termination at least thirty days prior to such termination. After refund of the money paid by ALLOTTEE, ALLOTTEE agrees that he/she/it shall not have any rights, claims etc. against DEVELOPER and that DEVELOPER shall be released and discharged from all its obligations and liabilities under this Agreement. The Possession Date has been accepted by ALLOTTEE. However, if the Said Apartment is made ready prior to the Completion Date, ALLOTTEE undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of ALLOTTEE are linked *inter alia* to the progress of construction, and the same is not a time linked plan.

7.2. Procedure for taking possession -

DEVELOPER, upon obtaining the completion certificate from Competent Authority shall offer in writing the possession of Said Apartment, to ALLOTTEE in terms of this Agreement to be taken within two months from the date of issue of

completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of the Deed of Conveyance. DEVELOPER agrees and undertakes to indemnify ALLOTTEE in case of failure of fulfilment of any of the provisions, formalities, documentation on part of DEVELOPER. ALLOTTEE, after taking possession, agree(s) to pay the maintenance charges (as provided in **Schedule F** below) as determined by DEVELOPER or Holding Organisation/ Association/Society of allottees/occupiers/owners of apartments/flats/units/accommodations in Said Building, as the case may, be from the date of the issuance of the completion certificate for the Project. DEVELOPER shall hand over the photocopy of completion certificate of the Project to 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 DEVELOPER as mentioned in Clause 7.2 above, ALLOTTEE shall take possession of the Said Apartment from DEVELOPER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and DEVELOPER shall give possession of Said Apartment to ALLOTTEE. In case ALLOTTEE fails to take possession within the time provided in Clause 7.1 above, such ALLOTTEE shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Apartment shall become applicable.

7.4. Possession by ALLOTTEE :

After obtaining the completion certificate and handing over physical possession of the apartments comprised in Said Project to allottees, it shall be the responsibility of DEVELOPER to hand over the necessary documents and plans, including Common Areas Amenities and Facilities of Said Project (as specified in Schedule E below), to Holding Organisation/Association/Society of allottees/occupiers/owners of apartments/flats/units/accommodations in Said Building, upon its formation and registration.

Provided that, in the absence of any local law, DEVELOPER shall handover the necessary documents and plans, including Common Areas Amenities and Facilities of Said Project (as specified in Schedule E below) to Holding Organisation/ Association/Society of allottees/occupiers/owners of apartments/ flats/units/accommodations in Said Buildings within thirty days after formation and registration of Holding Organisation/Association/Society of allottees/occupiers/owners of flats/units/accommodations/apartments in Said Building.

7.5. Cancellation by ALLOTTEE:

ALLOTTEE shall have the right to cancel/ withdraw his allotment in Said Project as provided in the Act, provided that where ALLOTTEE proposes to cancel/withdraw from Said Project without any fault of DEVELOPER, DEVELOPER herein is entitled to forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Apartment And

Properties Appurtenant Thereto and upon resale of the Apartment And Properties Appurtenant Thereto i.e. upon DEVELOPER subsequently selling and transferring the Apartment And Properties Appurtenant Thereto to another allottee and receipt of the sale price thereon, DEVELOPER shall after adjusting the booking amount, refund to ALLOTTEE, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by DEVELOPER and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another allottee and the purchase price of ALLOTTEE, if the current sale price is less than the purchase price. ALLOTTEE shall, at his own costs and expenses, execute all necessary cancellation related documents required by DEVELOPER. Upon the termination of this Agreement, ALLOTTEE shall have no claim of any nature whatsoever on DEVELOPER and/or the Apartment And Properties Appurtenant Thereto and DEVELOPER shall be entitled to deal with and/or dispose off Apartment And Properties Appurtenant Thereto in the manner it deems fit and proper.

7.6. Compensation:

OWNERS shall compensate ALLOTTEE in case of any loss caused to him due to defective title of the land, on which Said 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 DEVELOPER fails to complete or is unable to give possession of the Said Apartment

- a) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1; or
- b) 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, DEVELOPER shall be liable, on demand to ALLOTTEE, in case ALLOTTEE wishes to withdraw from Said Project without prejudice to any other remedy available, to return the total amount received by DEVELOPER in respect of Said Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under Said Act within forty-five days of it becoming due; provided that where ALLOTTEE does not intend to withdraw from Said Project, DEVELOPER shall pay ALLOTTEE interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of Said Apartment which shall be paid by DEVELOPER to ALLOTTEE within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF DEVELOPER:

DEVELOPER hereby represents and warrants to ALLOTTEE as follows:

- 8.1.** OWNERS have absolute, clear and marketable title with respect to Said Land, requisite authority and rights to carry out development upon Said Land and absolute, actual, physical and legal possession of Said Land for Said Project.
- 8.2.** DEVELOPER has lawful rights and requisite approvals from the competent Authorities to carry out development of Said Project.
- 8.3.** There are no encumbrances upon Said Land or Said Project as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;
- 8.4.** There are no litigations pending before any Court of Law or Authority with respect to Said Land or Said Project as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;
- 8.5.** All approvals, licenses and permits issued by the competent authorities with respect to Said Project, Said Land for Said Project and Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to Said Project, Said Land, Said Apartment, Said Building and Common Areas Amenities and Facilities of Said Project till the date of handing over of Said Project to Holding Organisation/Association/Society of allottees/occupiers/ owners of apartments/flats/units/accommodations in Said Building;
- 8.6.** DEVELOPER 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 ALLOTTEE created herein, may prejudicially be affected;
- 8.7.** DEVELOPER has not entered into any agreement for sale and/or any other agreement/arrangement with any person or party with respect to Said Apartment which will, in any manner, affect the rights of ALLOTTEE under this Agreement;
- 8.8.** DEVELOPER confirms that DEVELOPER is not restricted in any manner whatsoever from selling Said Apartment to ALLOTTEE in the manner contemplated in this Agreement;
- 8.9.** At the time of execution of the conveyance deed DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to ALLOTTEE and Common Areas Amenities and Facilities of Said Project to the Holding Organisation/Association/Society of allottees/occupiers/ owners of apartments/flats/units/accommodations in Said Building upon the same on being formed and registered;
- 8.10.** The Said Land for Said Project 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 Said Land for Said Project;
- 8.11.** DEVELOPER 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 Said Project to Competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas Amenities and Facilities of Said Project (equipped with all the specifications, amenities and facilities) has been handed over to ALLOTTEE and Holding Organisation/Association/Society of allottees/

occupiers/owners of apartments/flats/units/ accommodations in Said Building or not;

- 8.12.** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Property) has been received by or served upon DEVELOPER in respect of Said Land for Said Project or the Said Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- 9.1.** DEVELOPER fails to provide ready to move in possession of the Apartment to ALLOTTEES within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause “ready to move in possession” shall mean that Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in Schedule D of this Agreement, and for which completion certificate, has been issued by the competent authority;
- 9.2.** Discontinuance of DEVELOPER's business as a promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.3.** In case of default by DEVELOPER under the conditions listed above, ALLOTTEE is entitled to the following:
- a)** Stop making further payments to DEVELOPER as demanded by DEVELOPER. If ALLOTTEE stops making payments DEVELOPER shall correct the situation by completing the construction milestones and only thereafter ALLOTTEE be required to make the next payment without any interest; or
 - b)** ALLOTTEE shall have the option of terminating this Agreement in which case DEVELOPER shall be liable to refund the entire money paid by ALLOTTEES under any head whatsoever towards the purchase of Said Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to ALLOTTEE registering the deed of cancellation in respect of Apartment And Properties Appurtenant Thereto; 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 Said Apartment, which shall be paid by DEVELOPER to ALLOTTEES within forty-five days of it becoming due.
- 9.4.** ALLOTTEE shall be considered under a condition of Default, on the occurrence of the following events:
- a)** In case ALLOTTEE fails to make payment to DEVELOPER as per Payment Plan annexed hereto, despite having been issued notice in that regard, ALLOTTEE shall be liable to pay interest to DEVELOPER on the unpaid amount at the rate prescribed in the Rules;

- b) In case of Default by ALLOTTEE under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from DEVELOPER in this regard, DEVELOPER, upon 30 (thirty) days written notice, may cancel the allotment of Said Apartment in favour of ALLOTTEE and forfeit the entire booking amount paid for the allotment for Said Apartment. Upon registration of the deed of cancellation in respect of Apartment And Properties Appurtenant Thereto and upon resale of Apartment And Properties Appurtenant Thereto i.e. upon DEVELOPER subsequently selling and transferring Apartment And Properties Appurtenant Thereto to another allottee and receipt of the sale price thereon, DEVELOPER shall after adjusting the booking amount, refund to ALLOTTEES, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by DEVELOPER and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, ALLOTTEES shall have no claim of any nature whatsoever on DEVELOPER and/or Apartment And Properties Appurtenant Thereto and DEVELOPER shall be entitled to deal with and/or dispose off Apartment And Properties Appurtenant Thereto in the manner it deems fit and proper.

10. CONVEYANCE OF THE SAID APARTMENT:

DEVELOPER, on receipt of Total Price of Apartment And Properties Appurtenant Thereto (as provided in Schedule C under the Agreement) from ALLOTTEES, shall execute a conveyance deed drafted by DEVELOPER'S legal advisors and convey the title of Apartment And Properties Appurtenant Thereto within 3 (three) months from the date of issuance of the completion certificate to ALLOTTEE: However, in case ALLOTTEE fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, ALLOTTEES authorises DEVELOPER to withhold registration of the conveyance deed in his/her/its/their favour till payment of stamp duty and registration charges and ALLOTTEES shall be bound by its obligations as more fully mentioned in Clause 7.3 of this Agreement.

11. MAINTENANCE OF SAID BUILDING AND SAID APARTMENT:

DEVELOPER shall be responsible to provide and maintain essential services in Said Building till taking over of maintenance of Said Project by Holding Organisation/Association/Society of allottees/occupiers/owners of apartments/flats/units/accommodations in Said Building upon the issuance of the completion certificate of Said Project. The cost of such maintenance will be paid/borne by ALLOTTEE (to DEVELOPER) from the date of obtaining completion certificate till handover of maintenance of Said Project to Holding Organisation/Association/Society of allottees/occupiers/owners of apartments/flats/units/accommodations in Said Building and thereafter to such Holding Organisation/Association/Society. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of Common Areas and Installations and for rendition of services in common to allottees/occupiers/owners of

Said Building and all other expenses for the common purposes to be contributed, borne, paid and shared by allottees/occupiers/owners of Said Project including those mentioned in **Schedule-E** below ("**Common Expenses**").

12. DEFECT LIABILITY:

- 12.1.** 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 DEVELOPER as per the agreement for sale relating to such development is brought to the notice of DEVELOPER within a period of 5 (five) years by ALLOTTEES from the date of obtaining the completion certificate, it shall be the duty of DEVELOPER to rectify such defects without further charge, within 30 (thirty) days, and in the event of DEVELOPER'S failure to rectify such defects within such time, the aggrieved ALLOTTEE shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 12.2.** It is clarified that DEVELOPER shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of ALLOTTEE and/or any other allottees/occupiers/owners in the Said Building or acts of third party(ies) or on account of any *Force Majeure* events including on account of any repairs/redecoration/any other work undertaken by allottees/occupiers/owners of Said Building. ALLOTTEE is aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of DEVELOPER'S obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and ALLOTTEE and/or the Holding Organisation/Association/ Society of allottees/occupiers/owners of apartments/flats/units/accommodations in Said Building have no claim(s) of whatsoever nature against DEVELOPER in this regard.

13. RIGHT TO ENTER SAID APARTMENT FOR REPAIRS:

DEVELOPER/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas of the Real Estate Project, garages/covered parking and parking spaces for providing necessary maintenance services and ALLOTTEES agrees to permit the association of allottees and/or maintenance agency to enter into theSaidApartmentor 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 Ground Floor and Service Areas: The ground floor and service areas as located within Said Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The ALLOTTEE shall not be permitted to use the services areas and ground floor in any manner whatsoever, other than those earmarked as parking spaces and the same shall

be reserved for use by Holding Organisation/Association/Society of allottees/occupiers/owners of apartments/flats/units/accommodations in Said Building for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT

- 15.1.** Subject to Clause 12 above, ALLOTTEE shall, after taking possession, be solely responsible to maintain 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 Said Building or Said Apartment, or staircases, lifts, common passages, corridors, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized.
- 15.2.** ALLOTTEE further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Building or anywhere on the exterior of Said Project, buildings therein or Common Areas Amenities and Facilities. ALLOTTEE 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 ALLOTTEE shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Building. ALLOTTEE shall also not remove any wall including the outer and load bearing wall of Said Apartment.
- 15.3.** ALLOTTEE shall plan and distribute its electrical load in conformity with the electrical systems installed by DEVELOPER and thereafter Holding Organisation/ Association/Society of allottees/occupiers/owners of apartments/flats/units/accommodations in Said Building and/or maintenance agency or Facility Management Company (FMC) appointed by such Holding Organisation/ Association/Society. ALLOTTEE shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4.** In addition to the aforesaid, ALLOTTEE hereby agrees to observe and perform the stipulations, regulations (collectively referred as “**House Rules**”), more fully described in **Schedule-G** below.

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

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to Said Project.

17. ADDITIONAL CONSTRUCTIONS:

DEVELOPER undertakes that it has no right to make additions or to put up additional structure(s) anywhere in Said 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 and save as expressly provided in this Agreement.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After DEVELOPER executes this Agreement he shall not mortgage or create a charge on Said Apartment 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 ALLOTTEE who has taken or agreed to take such Apartment.

19. APARTMENT OWNERSHIP ACT:

DEVELOPER has assured ALLOTTEE that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, DEVELOPER showing compliance of various laws/ regulations as applicable insaid Act.

20. BINDING EFFECT:

Forwarding this Agreement to ALLOTTEE by DEVELOPER does not create a binding obligation on the part of DEVELOPER or ALLOTTEE until, firstly, 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 ALLOTTEE and secondly, appears for registration of the same before the concerned Additional District Sub-Registrar, City Centre, Durgapur-16, Dist.-Paschim Bardhaman, Pin-713216, as and when intimated by DEVELOPER. If ALLOTTEE fails to execute and deliver to DEVELOPER this Agreement within 30 (thirty) days from the date of its receipt by ALLOTTEE and/or appear before the concerned Sub-Registrar for its registration as and when intimated by DEVELOPER, then DEVELOPER shall serve a notice to ALLOTTEE for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by ALLOTTEE, application of ALLOTTEE shall be treated as cancelled and all sums deposited by ALLOTTEE in connection therewith including the booking amount shall be returned to 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 Said Apartment and Said Parking Space.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT 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 Said Apartment and Said Project shall equally be applicable to and enforceable against and by any subsequent allottee/allottee of Said Apartment, in case of a transfer, as the said obligations go along with Said Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1.** DEVELOPER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by ALLOTTEE in not making payments as per Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by ALLOTTEE that exercise of discretion by DEVELOPER in the case of one allottee shall not be construed to be a precedent and /or binding on DEVELOPER 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 this 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 such Act or Rules and/or Regulations made thereunder or 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 ALLOTTEE has to make any payment, in common with other occupiers/ owners/ allottees of apartments/ units/ flats/ accommodations in Said Building, the same shall be the proportion which the carpet area of Said Apartment bears to total carpet area of all apartments/units/flats/ accommodations in Said Building.

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 DEVELOPER through its authorised signatory at DEVELOPER'S Office, or at some other place, which may be mutually agreed between DEVELOPER and ALLOTTEE, and after the Agreement is duly executed by ALLOTTEE and DEVELOPER or simultaneously with the execution this Agreement the same shall be registered at the office of Additional District Sub-Registrar, Durgapur, City Centre, Durgapur-16, Dist-Paschim Bardhaman, Pin-713216. Hence this Agreement shall be deemed to have been executed at Durgapur.

29. NOTICES:

That all notices to be served on ALLOTTEE and DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent to ALLOTTEE or DEVELOPER by Registered Post/Speed Post at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of ALLOTTEE and DEVELOPER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post/Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the DEVELOPER or ALLOTTEE, as the case may be.

30. JOINT ALLOTTEE:

That in case there are joint allottees all communications shall be sent by DEVELOPER to 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 ALLOTTEES.

31. SAVINGS:

Any application letter, Allotment Letter, agreement, or any other document signed by ALLOTTEE in respect of Said Apartment prior to the execution and registration of this Agreement for Sale for such Apartment shall not be construed to limit the rights and interests of ALLOTTEE under this 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.

SCHEDULE-A
(SAID LAND)

ALL THAT piece or parcel of land admeasuring 41(forty one) *satak* be the same or a little more or a little less being part of the land comprised in Mouza-Pardoi, JLNo.-001 as per LR Record (076 as per RS Record) , RS Plot No.-228, LR Plot No.-72, LR Khatian Nos. - 717, 755, 715, 756, 721, 716, 722, 719, 718, 720 & 713, PS-New Township, Dist.-*Paschim Bardhaman*, Sub- Division and Sub Registry Office-Durgapur, District –*Paschim Bardhaman* which is lying and situated within the local limit of Durgapur Municipal Corporation

NOW OR LATELY BUTTED AND BOUNDED BY

On the North	RS Plot Nos. 230, 229, 221 (LR Plot Nos. 73, 74)
On the South	RS Plot Nos. 273, 274, (LR Plot No. 70), proposed CS Road 5 meter wide
On the East	RS Plot Nos. 228 (P), 276 (P) (LR Plot Nos. 71, 86)
On the West	LR Plot No. 2, proposed 43.37 meter wide road

SCHEDULE-B

(SAID UNIT & SAID CAR PARKING SPACE)

ALL THAT one number of apartment having a carpet area of square feet (built up area of square feet) be the same, a little more or little less, onfloor oftype, being no....., delineated in colour on the Plan annexed hereto and marked as **Annexure "A-2"** TOGETHER WITH undivided, proportionate, variable, impartible share on land appurtenant, underneath and attributable thereto TOGETHER WITH the right to parking in Multi-level/open parking space bearing numberadmeasuring approximatelysquare feet

SCHEDULE-C

PAYMENT PLAN

Application Fee	On Application (Issuance of Letter of Allotment)	Rupees One lakh + GST
Allotment Money	On signing/execution of Agreement for Sale	20% of the Price of Said Apartment (-)Booking Fee of One lakh (+)50% of Legal Charges (+)Goods and Services Tax
First Instalment	On completion of Foundation of the said Building	10% of the Price of Said Apartment
Second Instalment	On completion of First Floor Casting of the said Building	7% of the Price of Said Apartment
Third Instalment	On completion of Second Floor Casting of the said Building	7% of the Price of Said Apartment
Fourth Instalment	On completion of Third Floor Casting of the said Building	7% of the Price of Said Apartment
Fifth Instalment	On completion of Fourth Floor Casting of the said Building	7% of the Price of Said Apartment
Sixth Instalment	On completion of Fifth Floor Casting of the said Building	7% of the Price of Said Apartment
Seventh Instalment	On completion of Sixth Floor Casting of the said Building	5% of the Price of Said Apartment
Eighth Instalment	On completion of Seventh Floor Casting of the said Building	5% of the Price of Said Apartment
Ninth Instalment	On completion of Eighth Floor Casting of the said Building	5% of the Price of Said Apartment
Tenth Instalment	On completion of Ninth Floor Casting of the said Building	5% of the Price of Said Apartment
Eleventh Instalment	On completion of Tenth Floor Casting of the said Building	5% of the Price of Said Apartment
Twelfth Instalment	On completion of Bricks/ACE Block Work	5% of the Price of Said Apartment
Final Instalment	On handing over of possession of Said Apartment (Execution of Sale Deed)	5% of the Price of Said Apartment + 50% of Legal Charges

SCHEDULE-D
SPECIFICATIONS

1.	Foundation	RCC framed earthquake resistant structure with anti-termite treatment in foundation. All steel structures shall be of reputed make like SAIL, TATA or equivalent. Cement from manufacturers like Lafarge, ACC, Ultratech to be used (Materials to be used is subject to the availability in the market at the relevant point of time)
2.	Exterior Elevation	Weather Coat paint of reputed and certified companies like Asian Paints, Berger Paints or equivalent
3.	Interior Finish	<ul style="list-style-type: none"> ➤ Bed Room- <ul style="list-style-type: none"> • Wall-Wall Putty • Floor- Glazed Vitrified Tiles (GVT) of suitable size; ➤ Drawing Room & Dining Room- <ul style="list-style-type: none"> • Wall-Wall Putty • Floor- Glazed Vitrified Tiles (GVT) of suitable size ; ➤ Toilet- <ul style="list-style-type: none"> • Floor- Rustic/Mat Finish tiles of suitable size; • Wall-Digital tiles of suitable size upto seven feet above floor level ➤ Kitchen- <ul style="list-style-type: none"> • Wall-Digital tiles of suitable size upto four feet above Granite slab • Slabs-Granite • Floor-Anti Skid tiles of suitable size
4.	Bathroom	<ul style="list-style-type: none"> ➤ All pipes of PVC of make Finolex, Supreme, Jain Irrigation or equivalent; ➤ All ISI certified CP fittings of the make of Merc, Jaquor or equivalent; ➤ All certified sanitary ware of the make Parryware, Hindware or equivalent; ➤ Bathroom Geyser lines of ISI certified manufactures like TATA or equivalent
5.	Windows	Aluminium/PVC/UPVC frame with glass of 4 mm thickness
6.	Doors	<ul style="list-style-type: none"> ➤ Frames- Wooden frames of <i>Sal</i> wood from Siliguri <i>sal</i>, Malyasian <i>sal</i> or equivalent ➤ Bathroom- PVC door ➤ Main and other doors- ISI specified laminated wooden/moulded doors of reputed make
7.	Electrical wiring	All electrical wiring of proper gauge of Finolex, Havells or equivalent make subject to the availability of the product at relevant point of time
8.	Electrical fittings	Modular Switch of reputed make
9.	Water Supply	Durgapur Municipal Corporation water supply
10.	Lift	Lift from manufacturers like Adams, Bharat, Jhonson, Schlinder or equivalent
11.	Stairs	Covered with granite/marble/tiles of suitable size
12.	Generator	24 hrs backup for all common services

SCHEDULE-E

COMMON AREAS, AMENITIES AND FACILITIES:

The following shall (except the limited Common Area, as defined in the relevant law(s) reserved for use by some apartment owners to the exclusion of others, within the meaning and scope of such act) mean and include common areas, amenities and facilities:

- 1.1. The entire Land for the real estate project.
- 1.2. Common generators, its installation and its allied accessories and room for the operators of the elevators, lighting of the common areas, pumps and common utilities;
- 1.3. Electric Sub-station;
- 1.4. Swimming pool;
- 1.5. Installations, signage and security arrangements not exclusive to any individual building;
- 1.6. Boundary walls of the premises including outer side of the walls of the building and the main gates;
- 1.7. Well lit decorative walk-ways;
- 1.8. Management /Maintenance Office;
- 1.9. Round the clock security arrangements with CCTV and intercom;
- 1.10. Fences, hedges, boundary walls and gates of the Residential Complex;
- 1.11. Shades and other constructions;
- 1.12. Rain water harvesting area;
- 1.13. Dedicated communication system for telephone;
- 1.14. Such other equipments, machinery or facilities to be determined by the DEVELOPER from time to time of any particular segment as for the use of any group of persons owning Apartments in the said Building as the DEVELOPER decides.
- 1.15. Drains and sewers from the said Building to the Municipal Duct;
- 1.16. Water sewerage and drainage connection pipes from the from the Apartment to drain and sewers common to the premises;
- 1.17. Toilets and bathrooms for the use of security guards drives, maintenance staff of the said Building;
- 1.18. Staff/rest room/temporary residence of security staff and/or other maintenance staffs with all fixtures and fittings, including electrical equipments provided and fitted by the DEVELOPER;
- 1.19. Tube well, if any, water pumps, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required for such installations;
- 1.20. Transformer, electrical wiring meters, fittings and fixtures for lighting the staircase lobby and other common areas(excluding those installed for a particular Apartment and spaces required therefor;
- 1.21. Windows/Grills/doors and other fittings of the Common Areas of the said Building;
- 1.22. Fire fighting equipment and extinguishers and protection system;
- 1.23. Lifts and their accessories installations and spaces required therefor;

- 1.24. Entrance lobby and the lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the basement and the ultimate roof of the said Building as also all open parking space so sanctioned within the Complex;
 - 1.25. Cable connections;
 - 1.26. The ultimate roof for common use;
 - 1.27. Such other common parts, areas, equipments, installations, fixtures, fittings and open spaces in or about the said Building and/or the building as are necessary for passage to or the use and occupancy of the Apartments.
2. Unless otherwise indicated herein lighting equipments, gates, trees, bushes, decorations e.g. sculptures etc. pipes, ducts and cables situated within the said Building shall be deemed to be common to the ALLOTTEES/Owners of the apartments. The ALLOTTEE(S) shall have only right of use and shall not have any ownership right and all of which will be owned by the Holding Organisation/ Association/Society of apartment owners for the common benefit of all the owners/ purchasers of apartment in Said Building.

SCHEDULE-F
(COMMON EXPENSES)

1. Repairing, rebuilding, repainting, improving or undertaking other treatment as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may in the opinion of Holding Organisation/Association/ Society be necessary and in proper and workmanlike manner all wood, metal, stone and other work including external surfaces, exterior doors of Said Building, decorating and colouring all such parts of the Said Building and all structures appurtenant to and associated with the Said Building as and when deemed necessary by Holding Organisation/Association/Society.
3. Keeping the gardens and grounds of the Said Building in a neat and clean condition and tending and renewing all lawns, flower beds, shrubs, trees, forming part thereof as necessary and maintaining repairing and where required restructuring/ reconstructing any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and cleaning the private road when necessary.
5. Paying a fair proportion of the cost of cleaning, repairing, reconstruction and restructuring and cleaning of private road if necessary.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring of any risks in connection with the Said Building.
8. Cleaning as necessary the external walls and windows (not forming a part of any apartment) in the Said Building or any structures appurtenant or associated with the Said Building and also keeping the Common Areas, Amenities and Facilities clean, halls passages staircases and all other common parts of the building.
9. Cleaning as necessary any part of the Said Land.

10. Operating maintaining and if necessary renewing /replacing lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the DEVELOPER/Maintenance Company or the Holding Organisation/ Association/ Society on their appointment by the DEVELOPER.
11. Maintaining and operating the lift.
12. Maintaining the LT electric installations.
13. Maintaining the electrical supply to Common Areas, Amenities and Facilities.
14. Providing for and arranging for emptying receptacles for rubbish.
15. Paying all rates, taxes, duties, charges, assessments and outgoings whatsoever (whether central, state or local) assessed, charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any apartment.
16. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any local authority in connection with the development or any part thereof so far as the same is not liability of or attributable to the apartment of any individual lessee of any apartment.
17. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the apartment.
18. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance, expenses and certifying the total amount thereof for the period to which the account relates.
19. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulation orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the DEVELOPER/ occupier/owner of any apartment.
20. Purchase, maintenance, revamping, restoration and/or insurance, deemed necessary by the DEVELOPER/Maintenance Company/ Facility Management Company, to be made in connection with equipments required to carry out the acts and things mentioned in this Schedule.
21. Administering the staff of the Management Company with all relevant status and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
22. The provisional maintenance, refurbishing, restoration of any other equipment and the provision of any other service, which in the opinion of DEVELOPER/Maintenance Company/Facility Management Company is reasonable to provide.
23. Such time to be fixed annually as shall be estimated by the Management Company/ Facility Management Company to provide a reserve fund for items of expenditure referred to in this Schedule to be or expected to be incurred at any time.
24. The said reserve shall be kept in a separate bank account to be opened by the DEVELOPER/Management Company/Facility Management Company in any nationalised bank and after completion of the project all the balance amounts shall be transferred to the bank account to be opened in the name of Holding Organisation/Association/ Society of the owners/purchasers of apartments in Said Building on their appointment by the DEVELOPER.

SCHEDULE-G
(RESTRICTIONS/HOUSE RULES)

NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Said Building and within its compound or any portion thereof except in the space designated for disposal of garbage and rubbish in the ground floor within or outside the compound of the Said Building.

NOT TO store or bring and allow to be stored and brought in the Said Apartment, any goods of hazardous or combustible nature or which are too heavy as to endanger the structures of the building or any portion of any fittings and fixtures thereof including windows, doors, floors etc. in any manner.

NOT TO hang from or attach to beams or rafters any articles or machinery which are heavy or likely to affect or imperil or damage the construction of the building or any part thereof excepting fixation of window and/or split air conditioners in places specified for such installations, provided such installation does/do not damage the look of Said Building or any portion of the same in any manner and in case any such damage is caused such occupier/owner/purchaser shall be bound to restore the conditions of Said Building prevailing before such installation or to compensate the same by paying compensation/damages to the DEVELOPER/Maintenance Company/Facility Management Company or to the Holding Organisation/Association/Society on their appointment by the DEVELOPER.

NOT TO do or cause anything to be done in or around the Said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the Said Apartment or adjacent of the Said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any passage and/or passages or amenities available for common use.

NOT TO close or permit the closing of Verandahs or lounges or balconies lobbies and common parts and not to alter or permit any alteration in the elevation and outside colour scheme of the external walls which are exposed to the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the Said Apartment which in the opinion of DEVELOPER/Maintenance Company/Facility Management Company differs from the colour scheme of the Said Building or deviation or which in the opinion of DEVELOPER/Maintenance Company/Facility Management Company may affect the elevation in respect of the exterior walls of the Said Building.

NOT TO install grills which are protruding the windows, such grills are to be fitted inside the windows and shall be of such as shall be approved by the Architect/DEVELOPER/Management Company/Facility Management Company or the Holding Organisation/Association/Society of owners of apartments on their formation by the DEVELOPER.

NOT TO do or permit to be do any act or thing which may render void or make voidable any insurance in respect of the Said Apartment or any part of the Said

Apartment or any part of the Said Apartment or any part of the Said Building or cause increased premium to be payable in respect of Said Building.

NOT TO make in the Said Apartment any structural addition and/or alteration such as beams, columns, partition walls etc or improvement of a permanent nature except with the prior approval in writing of Competent Authority after obtaining written consent from the Holding Organisation/Association/ Society. None of the DEVELOPER/Management Company/Facility Management Company shall have any authority to give assent as aforesaid to the PURCHASER.

NOT TO fix neither to install any window antenna on roof or terrace of Said Building nor shall be fixed any antenna excepting that the PURCHASER shall be entitled to fix any DTH antenna for cable operation. Only one antenna would be allowed to be fixed by the owner/purchaser/occupier of one apartment. If the DEVELOPER/Maintenance Company/Facility Management Company specify any place(s)/ positions(s) for such installation the owner/purchaser/occupier shall be bound to fix/install such antenna in the specified place/position.

NOT TO use Said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of Said Building or to the for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eateries or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activity whatsoever and similarity shall not keep in the parking space any other vehicles other than private vehicles and shall not put any *kuchchca* or *pucca* construction, grilled wall /enclosures thereon or part thereof and shall keep it always open as before, allow any other person to dwell or stay in the allotted car parking space by putting any articles or blocking.

NOT TO park car on the pathway or open spaces of the Said Building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the DEVELOPER/ Management Company/Facility Management Company.

TO ABIDE by such building rules and regulations as may be made applicable by the DEVELOPER/ Management Company/ Facility Management Company or the Holding Organisation/ Association/ Society on appointment by DEVELOPER.

NOT TO display or permit any person raw meat or sacrificing of animals or any vulgar or obscene act so as to cause disturbance/embarrassment of other owners/purchasers/occupiers of apartments on the Common Areas, Amenities and Facilities of the Said Building or in the compound of the Said Building or any portion thereof.

NOT TO do or permit someone to do any act or deed whereby the sentiments of other occupants are in any way injured or hurt.

In the event of non-payment of such services and Common Expenses the PURCHASER shall be liable to pay interest at the rate of per annum to the DEVELOPER and upon appointment of Management Company/ Facility Management Company to such Management Company/Facility Management Company and in the event of continuation of such default for a period of sixty days from the date it becomes due then in that scenario, without causing any prejudice to other remedies rights available to the DEVELOPER/Management Company/Facility Management Company and the PURCHASER hereby gives his/her/its unconditional consent to the DEVELOPER/ Management Company/Facility Management Company to undertake the following steps :

- a) To disconnect the supply of electricity;
- b) To discontinue /disconnect the supply of water;
- c) To withhold the services of the lifts to the PURCHASER and the members of their families and visitors and the same shall not be restored until such time the PURCHASER having made full payment of accrued amounts along with interest at the aforesaid rate;
- d) To continue the facility of DG power back-up.

In the event of non-payment of any of the amounts payable by the PURCHASER to the DEVELOPER/ Management Company/Facility Management Company as the case may be in addition to above will also be entitled to interest on the remaining outstanding at the rate of 15% per annum.

The PURCHASER shall not allow someone to reside in the parking space or use the same for any other purpose other than private car or two-wheelers.

The PURCHASER shall not park nor shall permit anybody to park the car or two-wheelers in allotted parking space or anywhere in the compound of Said Building which may obstruct the movement of person and/or vehicles of others.

In the event the PURCHASER washes or makes someone to wash his/her own car/two-wheeler in the compound of the Said Building, then the PURCHASER shall be liable to clean up the space where such cleaning activities has taken place.

NEITHER store nor permit anybody to store any article or things into or upon the allotted parking space or anywhere in the compound of the Said Building.

TO abide by all the Rules, Regulations as may be made applicable for the use of Parking Space from time to time by the Management Company or Facility Management Company.

MUST NOT let or part with the possession of the Car/Two-wheelers Parking Space excepting as a whole with the Said Apartment to anyone else excepting to a person who owns a apartment in the Said Building only after obtaining prior permission from the Holding Organisation/Association/Society and after giving declaration to that effect.

EXECUTION AND DELIVERY

IN WITNESS WHEREOF the parties hereto have hereunto spontaneously set and subscribed their respective hands and seal on the day month and year first above written without any coercion, misrepresentation and/or undue influence.

SIGNED AND DELIVERED BY THE OWNERS AT DURGAPUR IN PRESENCE OF

.....
(Name:
Address:

)
SIGNED AND DELIVERED BY DEVELOPERS AT DURGAPUR IN PRESENCE OF

.....
(Name:
Address:

)
SIGNED AND DELIVERED BY THE PURCHASER(S) AT DURGAPUR IN PRESENCE OF

.....
(Name:
Address:

)
Prepared by having License No.under the Office of Additional District Sub-Registrar, Durgapur, Paschim Bardhaman

.....
Signature of Deed Writer