

AGREEMENT FOR SALE

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **Priyama Majumdar alias Priyam Mozumdar**, wife of Udayshankar Majumder *alias* Uday Sankar Mozumdar, residing at Roychand Dey Street, Sonarpur, Ward No.6, Kolkata-700103, Police Station Sonarpur, Post Office -Narendrapur, District - South 24 Parganas [**PAN AERPM1388J**]
 - 3.2 **Udayshankar Majumdar alias Uday Sankar Mozumdar**, son of Biswasundar Mozumdar *alias* Bishwasundar Majumder, residing at Roychand Dey Street, Sonarpur, Ward No.6, Kolkata-700103, Police Station Sonarpur, Post Office Narendrapur, South 24 Parganas [**PAN AHCPM2288H**]

- 3.3 **Priyanka Sarkar**, wife of Koushik Sarkar, residing at Vivekananda Sarani, Block V, Kolkata-700129, Police Station Barasat, Post Office Madhyamgram, District North 24 Parganas [**PAN CDVPS3520H**]
- 3.4 **Yagnik Mazumder**, son of Uday Shankar Mazumdar, residing at 41, Kasaripara Road, Kolkata-700025, Police Station Kalighat, Post Office Kalighat [**PAN CONPM7715P**]
- 3.5 **Surajit Chakraborty**, son of Late Debendra Chakraborty, residing at 30/2, Harmohan Ghosh Lane, Kolkata-700088, Police Station Beliaghata, Post Office Phoolbagan [**PAN AIKPC9995Q**]

(collectively **Owners**, which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, legal representatives, administrators, successors-in-interest and/or assigns)

All being represented by their Constituted Attorney namely, **Realmark Oracle Project LLP**, a Limited Liability Partnership, having its registered office at 209 AJC Bose Road, Karnani Estate, 4th floor, Room No. 170B, P.S. - Maidan, P.O. AJC Bose Road, Kolkata - 700 017 [**PAN AASFR5988E**], being represented by one of its Designated Partner namely, **Gagan Lohia**, son of Gopal Prasad Lohia, working for gain at 209 AJC Bose Road, Karnani Estate, 4th floor, Room No. 170B, P.S. - Maidan, P.O. AJC Bose Road, Kolkata - 700 017, [**PAN AAVPL2914M**] [appointed by virtue of General Power of Attorney dated 1st April, 2016, registered in the Office Of District Sub-Registrar-IV, South 24 Parganas, in Book No. I, Volume No. 1604-2016, at Page from 57272 to 57321, being Deed No. 160402069, for the year 2016 and supplementary Power of Attorney dated 7th February, 2017, registered in the Office Of District Sub-Registrar-IV, South 24 Parganas, in Book No. I, Volume No. 1604-2017, at Page from 13753 to 13784, being Deed No. 160400455, for the year 2017] of the **FIRST PART**;

And

- 3.6 **Realmark Oracle Project LLP**, a Limited Liability Partnership, having its registered office at 209 AJC Bose Road, Karnani Estate, 4th floor, Room No. 170B, P.S. - Maidan, P.O. AJC Bose Road, Kolkata - 700 017 [**PAN AASFR5988E**], being represented by one of its Partner namely, **Gagan Lohia**, son of Gopal Prasad Lohia, working for gain at 209 AJC Bose Road, Karnani Estate, 4th floor, Room No. 170B, P.S. - Maidan, P.O. AJC Bose Road, Kolkata - 700 017, [**PAN AAVPL2914M**]

(**Developer**, which expression shall unless excluded by or repugnant to the context be deemed to include successors-in-interest and/or assigns)

And

3.7 Sole/First Applicant:

_____ , s/o _____, residing at

(PAN BGDPK1253K)

(**Buyer**, includes successors-in-interest).

Owners, Developer and Buyer collectively **Parties** and individually **Party**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 Transfer of Said Flat And Appurtenances: Terms and conditions for transfer of:

4.1.1 Said Flat: Residential Flat No. _____ on _____ floor, having super built-up area of approximately _____ (_____) **sq. ft.**, more or less, more fully described in **Part-I** of the **2nd Schedule** below and delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Flat**) in the proposed named "**Realmark Oracle**" (**Said Building**), the Said Building being on a divided and demarcated portion of land comprised in Municipal Holding No. 460, N. S. Road, Police Station Sonarpur, Post Office -Narendrapore, Kolkata-700103, District 24 Parganas (South), within the limits of Rajpur-Sonarpur Municipality, Ward No. 26, more fully described in the **1st Schedule** below (**Said Property**).

4.1.2 Land Share: Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Block, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Block.

4.1.3 Said Parking Space: The right to park in the parking space/s described in **Part II** of the **2nd Schedule** below (**Said Parking Space**), if any.

4.1.4 Share In Common Portions: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block and the

Said Building as be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**, which includes extensions and additions of common areas, amenities and facilities made from time to time, if any).

- 4.1.5 **User Rights in Specified Facilities:** Conditional right, only of user and enjoyment (**User Rights**) on certain amenities and facilities as may be provided [for illustration purpose only, such as swimming pool, Double height community hall, Gymnasium, Indoor play room, kids play area, Adda zone, arterial and internal roads, pathways, walkways, landscaped green areas, central drainage and sewage pipeline and connection with Municipality/Panchayat/PWD, domestic and fire water reservoirs, deep or shallow tube well etc. (collectively **Specified Facilities**)]. It is clarified that (1) the Developer shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available for use in common by all owners/occupants of all other unit/s of the Said Building.

The Said Flat, the Land Share, the Said Parking Space (if any), the Share In Common Portions and the User Rights in Specified Facilities collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background

- 5.1 **Absolute Ownership:** The Owners have represented to the Buyer that the Owners are the joint owners of the Said Property by virtue of events and circumstances, described in **Part-II** of the **1st Schedule** below, free from all encumbrances.
- 5.2 **Development Agreement:** For the purpose of developing and commercially exploiting the Said Property by construction and selling various flats/spaces therein (collectively **Flats**), the Owners entrusted the work of development of the Said Property to the Developer, on the terms and conditions recorded in an agreement in writing entered into between the Owners of the one part and the Developer of the other part dated 16th March, 2016, registered in the Office of District Sub-Registrar-IV, Alipore, South 24 Parganas, recorded in Book No. I, CD Volume No. 1604-2016, at Pages from 51248 to 51342, being Deed No. 160401792 for the year 2016 and supplementary Development Agreement dated 7th February, 2017, registered in the Office of District Sub-Registrar-IV, Alipore, South 24 Parganas, recorded in Book No. I, CD Volume No. 1604-2017, at Pages from 13785 to 13821, being Deed No. 160400456 for the year 2017 (**Development Agreement**). In terms of the Development Agreement, the Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose of certain numbers of Flats, Parking Spaces and other saleable spaces and to

appropriate the entire consideration thereof. By and in terms of the Development Agreement (as defined above), the Owners have permitted and granted exclusive right to the Developer to develop the Said Property, for mutual benefit and for the consideration and on the terms and conditions therein contained. The Said Property is earmarked for the purpose of building a Project (as hereinabove defined).

- 5.3 **Competency of Developer:** The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Property on which the Project is to be constructed have been completed;
- 5.4 **Sanctioned Plans:** Pursuant to the Development Agreement, for construction of the Said Building, the Developer has got a building plan sanctioned by Rajpur-Sonarapur Municipality, being Approval No. 265/CB/26/25 dated 9th February, 2017 (**Sanctioned Plans**, which includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, from time to time by Rajpur-Sonarapur Municipality and other Authorities).The Developer agrees and undertakes that it shall not make any changes to these plans except in strict compliance with laws as applicable and save to the extent as mentioned in the definition of Sanction Plans above.
- 5.5 **Registration of Project:** The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration No.____.
- 5.6 **Application by the Buyer:** The Buyer had applied for an apartment in the Project vide application No._____ dated ____ for allotment of the Said Flat And Appurtenances, morefully described in the 2nd Schedule below.
- 5.7 **Scheme:** The Developer formulated a scheme for sale of the Flats and Parking Spaces in the Said Building to prospective purchasers (**Intending Buyers**).
- 5.8 **Application and Allotment:** The Buyer has applied vide Application No._____ dated _____ to the Developer for purchase of the Said Flat And Appurtenances and the Developer has provisionally allotted the same to the Buyer conditional upon the Buyer entering into this Agreement and fulfilling all terms and conditions hereof, without default.
- 5.9 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all brochures, offerings,

advertisements, documents [oral or in writing, express or implied] and understandings) for sale of the Said Flat And Appurtenances to the Buyer.

6. Conditions Precedent

6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:

6.1.1 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development of the Developer:

- (a) **Development of Said Property:** The Developer intends to develop the entirety of the Said Property by constructing the Said Building and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- (b) **Sanctioned Plans and Modifications:** In pursuance of such intention, the Sanctioned Plans of the Said Building have been and or shall further be sanctioned by Rajpur-Sonarpur Municipality and other authorities but the Developer may also have the Building Plans of the entirety of the Said Building sanctioned as a composite plan.
- (c) **Extent of Rights:** The rights of the Buyer are limited to (1) the Said Flat (2) the Land Share (3) the Share In Common Portions and (4) the right to park in the Said Parking Space (if any) and the User Rights in the Specified Facilities and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership contrary to the above including but not limited to claim of ownership on the Specified Facilities or any other component or constituent of the Said Building.
- (d) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Property and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.
- (e) **Only User Rights on Specified Facilities:** The Buyer shall only have User Rights on the Specified Facilities and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Specified Facilities.

(f) **Location of Specified Facilities:** The Specified Facilities may either be located outside the Said Property or may be part of the Said Property; if some of the Specified Facilities are part of the Said Property, then and in such event such part of the Said Property on which the Specified Facilities are located shall be deemed to be excluded from the area of the Said Property and the Land Share being agreed to be transferred to the Buyer shall not under any circumstances extend to and include such part. The Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard.

6.1.2 **Financial and Other Capacity of Buyer:** The undertaking of the Buyer to the Owners and the Developer that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

6.1.3 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and the Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Developer, the Sanctioned Plans (alteration, modification and/or regularization in the sanctioned plan, lay out and construction etc.), all the background papers, the right of the Owners and the Developer to enter into this Agreement, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the all covenants (either to act and/or to omit) mentioned above and elsewhere in this Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

6.1.4 **Measurement:** The mutual agreement by and between the Parties that the measurement of the Said Flat as mentioned in this Agreement is tentative and (1) if any variation in the final measurement of the Said Flat will be communicated by the Developer on completion of its construction (2) the super-built up area of the Said Flat shall be certified by Messieurs Raj Agarwal & Associates of 8B, Royd Street, 2nd Floor, , Kolkata- 700016 or such other architect or architects as may be appointed by the Developer from time to time (**Architect**) (3) the carpet area up area of the Said Flat shall mean with reference to the said Flat the net usable floor area thereof, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls thereat and (4) neither of the Parties shall question and/or challenge the built up area certified by the Architect, at any time or under any circumstances. The Total Consideration (defined in Clause 8.1 below) shall increase or

decrease on the basis of any variation in the final measurement as certified by the Architect. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.

6.1.5 **Said Parking Space and Terms of Allotment:** The mutual agreement by and between the Parties is that the Said Parking Space (if any has been agreed to be taken by the Buyer) **(1)** shall be allotted to the Buyer only after completion of construction but simultaneously with delivery of possession of the Said Flat **(2)** if covered/shaded, the Parking Space may be dependent or independent and in the ground floor of the Said Building and if open, the Parking Space may be dependent or independent and at any place in the ground level of the Said Building **(3)** if for two wheeler, at any place in the ground level reserved for the parking of two wheelers only, pertinent to mention herein that, under no circumstances, the Buyer shall park or allowed to be parked any two wheeler in any other place of the Said Building other than the area allotted **(4)** the Parking Space can only be used for parking of a medium sized motor car or two wheeler of the Buyer and not for any other purposes and **(5)** the Buyer will have only right to park in the Parking Space. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.

6.1.6 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Owners and the Developer that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Developer is entitled to deal with and dispose off all other portions of the Said Property and the Said Building to third parties at the sole discretion of the Developer, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

6.1.7 **Covenants:** The mutual agreement and acceptance by and between the Parties that **(1)** the covenants of the Buyer (**Buyer's Covenants**) and the covenants of the Owners and the Developer (**Owners' And Developer's Covenants**) as mentioned in Clause 10 and its Sub-Clauses below shall perpetually run with the land **(2)** the Buyer's Covenants and the Owners' And Developer's Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and **(3)** this Agreement is based on the undertaking that the Buyer's Covenants and the Owners' And Developer's Covenants shall be strictly performed by the Buyer, the Owners and the Developer, respectively.

6.1.8 **Common Portions Indicative:** In addition to the provisions of Clause 6.1.1 (g) above, the mutual agreement by and between the Parties that although the Common Portions are described in the **3rd Schedule** below, the said descriptions are only indicative and are not

intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify or improvise upon the Common Portions and the Buyer hereby accepts the same and shall not raise any objection in this regard and/or have any claim, either financial or otherwise, against the Developer for such modification or improvisation.

7. Commencement and Validity

- 7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.
- 7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat And Appurtenances is completed and possession thereof is delivered to the Buyer, unless terminated in the manner mentioned in this Agreement.

8. Total Consideration, Payment and Extras

- 8.1 **Total Consideration:** The consideration for sale of the Said Flat, the Land Share, the Share In Common Portions grant of User Rights over the Specified Facilities and right to use the Said _____ **Parking Space**, Both are collectively **Rs. _____/- (_____)** (**Total Price of Flat And Appurtenances**) to be paid in full to the Developer, which the Parties confirm and accept. The Total Consideration has been fixed by mutual consent and hence it shall not be open to question by any Party **provided however** the Total Consideration shall vary proportionately in the manner mentioned in Clause 6.1.4 above and does not include the Extras (defined in Clause 8.4 below) and **provided further** that the Buyer shall also be liable to pay the Service Tax or any other taxes as be applicable from time to time. The Purchaser has been informed that the Total Consideration amount payable by the Purchaser to the Owners/Developer has been arrived at on the basis of the super built-up area of the Said Flat and the Purchaser has fully understood the same and hereby agrees and consents to the same.
- 8.2 **Payment of Total Consideration and GST:** The Total Consideration GST (as be proportionate to the payment being made) shall be paid by the Buyer in the manner mentioned in the chart below, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyer has paid the entirety of the Total

Consideration and the Extras and all other amounts agreed to be paid or deposited under this Agreement.

(i) Apartment No _____, Floor _____; Carpet Area _____; Built-up Area _____; Super Built-up Area _____;	Rs. _____
(ii) Preferred Location Charges – _____;	Rs. _____
(iii) Preferred Location Charges - Floor Rise;	Rs. _____
(iv) Preferred Location Charges - South Facing;	Rs. _____
(v) exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____
(viii) _____ number and _____ type Car parking at _____ level;	Rs. _____
(vix) _____ number Two Wheeler parking at _____ level;	Rs. _____
Add : GST	Rs. _____
	Rs. _____
Less : Discount	Rs. _____
Total Price:	Rs. _____

The Total Price is to be paid in the following manner:

S	Payment Description	Amount/Percentage
1	On Booking	Rs.1,00,000/-+ GST and any other taxes (as applicable)
2	On execution of Agreement for Sale [Within 15 (fifteen) days of booking] LESS Booking Amount	5% Of Total Consideration + GST and any other taxes (as applicable) (- Booking Value) + (50% of Legal Fees)
3	On Piling	25% Of Total Consideration + GST and any other taxes (as applicable)
4	On 1 st Floor Casting of the Said Building	10% of Total Consideration + GST and any other taxes (as applicable)

5	On 3 rd Floor Casting of the Said Building	10% of Total Consideration + GST and any other taxes (as applicable)
6	On 6 th Floor Casting of the Said Building	10% of Total Consideration + GST and any other taxes (as applicable)
7	On 9 th Floor Casting of the Said Building	10% of Total Consideration + GST and any other taxes (as applicable)
8	On 11 th Floor Casting of the Said Building	10% of Total Consideration + GST and any other taxes (as applicable)
9	On Brickwork of the Said Flat	5% of Total Consideration + GST and any other taxes (as applicable)
1	On Internal Plaster of Paris (POP) Work of the Said Flat	5% of Total Consideration + GST and any other taxes (as applicable)
1	On Possession of Flat	10% of Total Consideration + GST and any other taxes (As applicable) + Balance Amount of Legal Fees (+) 100% of Generator Charges(+), 100% of Electricity/Transformer Charges(+), 100% of formation of Association charges+ any other charges/deposits

Explanation :

- (i) The Total Price above includes the booking amount paid by the Buyer to the Developer towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of GST and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Developer by whatever name called) up to the date of handing over the possession of the Apartment to the Buyer and the project to the Association of Buyers 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 Buyer to the Developer shall be increased/ reduced based on such change/modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the authority, which shall include

the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Buyer;

- (iii) The Developer shall periodically intimate to the Buyer, the amount payable as stated in (i) above and the Buyer shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Buyer 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 (proportionate share), 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 POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (v) **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Buyer on the consideration payable to the Developer and the same shall be deposited by the Buyer to the concerned authority within the time period stipulated under law and the Buyer shall provide proper evidence thereof to the Developer within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Buyer to the concerned authority or proper evidence thereof is not provided to the Developer, then the same shall be treated as default on the part of the Buyer under this agreement and the amount thereof shall be treated as outstanding.

8.3 **Extras:** In addition to the Total Consideration, the Buyer shall also pay to the Developer/other concerned person/entity (as specified below), as and when demanded, the following amounts (collectively **Extras**), proportionately or wholly (as the case may be), with GST thereon, towards:

8.4.1 **Increase Due to Circumstances Of Force Majeure:** any increase and/or escalation in the cost of construction due to Circumstances Of Force Majeure (defined in Clause 16.1 below), proportionately, to the Developer.

(a) **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (save and except those described in the **3rd Schedule** below) and improved specifications of construction of the Said Flat over and above the specifications described in the **4th Schedule** below (**Specifications**).

(b) **Electricity Meter Common Portions:** security deposit and all other billed charges of the supply agency for providing electricity meter to the Common Portions, Specified Facilities.

- (c) **Betterment Fees:** betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Property or the Said Flat and Appurtenances or its transfer in terms hereof.
- (d) **Formation of Association:** The cost for forming the Association [Association shall always mean and include any Company incorporated under the Companies Act, 2013 or any association under the West Bengal Apartment Ownership Act, 1972 or a syndicate or the flat/unit owners in the Said Building as may be formed by the Developer immediately after the completion of the Said Building and the possession is made over to the Flat/ Unit owners for the common purposes as per section 10 of West Bengal Building (Regulation and Promotion of Construction and Transfers by Promoters) Act, 1993 having such rules, regulations and restrictions as may be deemed proper and necessary], being a sum of Rs.5,000/- (Rupees five thousand) per unit.
- (e) **Maintenance Charge:** proportionate share (**Maintenance Charge**) in the common expenses indicatively described in **5th Schedule** below (**Common Expenses**), from the Date of Possession Notice to the Developer and thereafter to the facility manager.
- (f) **Taxes:** GST, , and/or any other imposition levied or may be levied in future by the State Government, Central Government or any other authority or body on the Developer and the Owners from time to time

8.4.2 **Wholly:** Wholly, costs, expenses, deposits and charges towards:

- (a) **Electricity/Transformer:** obtaining HT/LT electricity supply from the supply agency, @ Rs.35/- (Rupees thirty five) per square feet, based on the super built-up area of Said Flat or as per actual, whichever is higher, to the Developer. The entirety of the Electricity charges are to be paid at the time of the Possession to the Developer (defined in Clause 9.5.1 below).
- (b) **Electricity Meter for Said flat:** security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Flat, at actual.
- (c) **Generator:** stand-by power supply to the Said Flat from diesel generators, @ being a sum of Rs.20,000 (Rupees twenty thousand) Per KVA . The entirety of the Generator installation charges is to be paid to the Developer on the Date of Possession where 1 KVA is mandatory for 2BHK units and 1.5 KVA is mandatory for 3BHK units. (defined in Clause 9.5.1 below).
- (d) **Legal Fees:** Rs.15,000/- (Rupees fifteen thousand) @ per flat as documentation charge for this Agreement and all further documents in pursuance of this Agreement. 50% (fifty

percent) of the documentation charge shall be paid at the time of this Agreement and the balance 50% (fifty percent) shall be paid on the Date Of Possession (defined in Clause 9.5.1 below) to the Developer. Stamp duty, registration fees, fixed miscellaneous expenses for registration and all other fees and charges, if any, shall be borne by the Buyer and paid directly to the concern person 7 (seven) days prior to the date of registration.

- (e) **Association Formation Charge:** The buyer shall pay to the Developer a sum of Rs.5,000/- @ per flat towards forming of association of the Owners. The entirety of the Generator installation charges is to be to the Developer on the Date of Possession (defined in Clause 9.5.1 below).
- (f) **Common Expenses/Maintenance Deposit:** interest free deposit as security for payment of Common Expenses/Maintenance Charges, a sum of Rs.1.5/- (One Rupees Fifty Paise) @ per square feet, per month, for 12 (Twelve) months (payable at the time of possession), to be calculated on the super built-up area, from the Date Of Possession (defined in Clause 9.5.1 below) (**Common Expenses/Maintenance Deposit**), which shall be handed over to the Association, upon formation.
- (g) **Sinking Fund:** interest free deposit as sinking fund for replacement, renovation and/or other periodic expenses @Rs.20/- (Rupees twenty) per square feet, to be calculated on super built up area. The entirety of the Sinking Fund shall be deposited by the Buyer on the Date Of Possession (defined in Clause 9.5.1 below).
- (h) **Increase or Decrease in Total Consideration:** The Total Consideration shall increase or decrease on the basis of the final measurement, at the rate at which the Total Consideration has been computed.
- (i) **Nomination Charge:** In case of nomination made by the Buyer, the Buyer shall be liable to pay a sum of Rs.25/- (Rupees twenty five) @ per square feet, to be calculated on the super built-up area, towards Nomination Charges, to the Developer.
- (j) **Cancellation Charge:** In case the Purchaser commits default in making payment of the consideration mentioned herein or in observing his covenants herein within time then in such event, the Developer shall give one month's notice in writing to the Purchaser setting out the default or breach complained of and calling upon the Purchaser to remedy the default or breach complained of and if on the expiry of such notice, the Purchaser continues the default or breach, then this agreement shall at the option of the Developer stand terminated and rescinded and also if the Purchaser wishes to cancel and/or withdraw from the Agreement of his own volition then in both such events the Developer shall become entitled to enjoy and/or transfer the said Unit and the Car Parking

Space to any person without in any way becoming liable to the Purchaser and upon the Developer only after having entered into a contract for sale of the said Unit and the Car Parking Space with any new buyer or buyers, only thereafter the Developer shall refund to the Purchaser the earnest money paid by the Purchaser to the Developer after deduction of a sum equivalent to 10% (ten percent) of the consideration as and by way of pre-determined compensation/liquidated damages or service charges.

(k) **Rates & Taxes Deposit:** Simultaneously with the payment of the last installment of the Total Price, the Buyer shall pay and deposit a sum of Rs.10/- (Rupees ten) per square feet of the super built-up area of Said Flat, with the Developer (**Rates & Taxes Deposit**) towards timely payment for Land Revenue (*Khazna/Municipal Tax*), surcharge, levies, cess etc. (collectively **Rates & es**), as be assessed for the Said Flat And Appurtenances, from the Date Of Possession Notice (defined in Clause 9.5.1 below), by the Rajpur-Sonarapur Municipality and the Block Land and Land Reforms Office, respectively. The Rates & Taxes Deposit shall be held by the Developer, free of interest, as security for timely payment of Rates & Taxes by the Buyer and in the event of any non-payment/default by the Buyer in paying Rates & Taxes, the Developer shall be entitled to deduct from the Rates & Taxes Deposit the amount in default. It is clarified that the Rates & Taxes Deposit (less deductions made but not replenished, if applicable) shall be transferred by the Developer to the Association (upon formation) and the Association (upon formation) shall be entitled to hold the same on the terms and conditions and in the same manner as the Developer, as mentioned above.

8.4.3 **Mutation:** fees and charges for causing mutation in the name of the Buyer in the records of the Rajpur-Sonarapur Municipality and the Office of the BL&LRO, which shall paid by the Buyer directly to the respective authorities, wholly. The Buyer shall cause such mutation within 30 (thirty) days from the Date of Possession (defined in Clause 9.5.1 below).

8.5 **Basic Duty of the Buyer:** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not in any way commit, break or breach any of the terms and conditions herein under contained.

8.6 **Total Price shall not Escalate:** The Total Price is escalation-free, save and except increases which the Buyer 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 Developer undertakes and agrees that while raising a demand on the Buyer for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification / order / rule / regulation

to that effect along with the demand letter being issued to the Buyer, 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 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 Buyer.

It is agreed that the Developer shall not make any additions and alterations in the Sanctioned Plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Project, as the case may be without the previous written consent of the Buyer as per the provisions of the Act **Provided That** nothing herein contain shall derogate or prejudice or affect the Developer's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **definition of Sanction Plans**. Provided that the Developer may (without being obliged) make such minor additions or alterations as may be required by the Buyer, or such minor changes or alterations as per the provisions of the Act.

Further, the Developer shall confirm the final carpet area that has been allotted to the Buyer after the construction of the Building is complete and the occupancy / completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Buyer 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 Buyer. 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 Buyer, the Developer may demand that from the Buyer as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

8.7 **Buyer's Right:** Subject to Clause _____ the Developer agrees and acknowledges, the Buyer shall have the right to the Apartment as mentioned below:

- (i) The Buyer shall have exclusive ownership of the Said Flat And Appurtenances;
- (ii) The Buyer shall also have undivided proportionate share in the Common Areas. Since the share/interest of Buyer in the Common Areas is undivided and cannot be divided or separated, the Buyer shall use the Common Areas alongwith other occupants,

maintenance staff, Developer and all persons permitted by the Developer etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall handover the Common Areas of the Project to the Association of Buyers after duly obtaining the completion certificate from the competent authority as provided in the Act. Use of Common Areas and Installations shall strictly be in accordance with the provisions of this agreement;

- (iii) That the computation of the price of the Said Flat And Appurtenances includes recovery of price of land, construction of [not only the Said Flat And Appurtenances 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 POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be as provided within the Said Flat And Appurtenances and the Project.
- (iv) The Buyer 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, with prior written intimation and appointment.

8.9 It is made clear by the Developer and the Buyer agrees that the Said Flat And Appurtenances along with parking rights (if any), Balcony / Verandah / Open Terrace / exclusive open space for garden (if any) etc., as applicable, shall be treated as a single indivisible unit for all purposes.

8.10 The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Buyers, which it has collected from the Buyers, for the payment of outgoings (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 and within the scope of the Developer). If the Developer fails to pay all or any of the outgoings collected by it from the Buyers or any liabilities, mortgage loan and interest thereon (which are within the scope of the Developer) before transferring the apartment to the Buyers, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, 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.

8.11 The Buyer has paid a sum of Rs. _____ (Rupees _____) only (in short "the **Booking Amount**") as booking amount being part payment towards the Total Price of the Said Flat And Appurtenances at the time of application the receipt of which the Developer hereby acknowledges and the Buyer hereby agrees to pay the remaining price of the Said Flat And Appurtenances as prescribed herein as may be demanded by the Developer within the time and in the manner specified therein;

Provided that if the Buyer delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

8.12 **Compliance of Laws Relating to Remittances**

8.12.1 The Buyer, 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 Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer 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 Regulations of the Reserve Bank of India or any other applicable law. The Buyer 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.

8.12.2 The Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Buyer shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Buyer subsequent to the signing of this Agreement, it shall be the sole responsibility of the Buyer 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 Buyer 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 the Buyer only.

8.13 **Adjustment/Appropriation of the Payments**

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

8.14 **Time Is Essence**

The Developer 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 Buyer and the Common Areas to the Association of the Buyers or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Buyer has seen the proposed plan, specifications, amenities and facilities of the Apartment and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Developer. The Developer 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 Developer 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 Municipal 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 an/or as elsewhere stated in this agreement, and breach of this term by the Developer shall constitute a material breach of the Agreement. **Provided That** nothing herein contain shall derogate or prejudice or affect the Developer's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No.**_____ (being the definition of Plan) of the **Annexure "A"** hereto.

7. Possession

7.1 **Schedule for possession of the said Apartment:** The Developer agrees and understands that timely delivery of possession of the Apartment to the Buyer and the common areas to the association of Buyers or the competent authority, as the case may be, is the essence of the Agreement. The Developer, assures to hand over 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 affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Buyer agrees that the Developer 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 Buyer agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Buyer the entire amount received by the Developer from the allotment within 45 days from that date. The Developer shall intimate the Buyer about such termination at least thirty days prior to such termination. After refund of the money paid by the Buyer, the Buyer agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** – The Developer, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment, to the Buyer in

terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate **Subject To** the terms of the Agreement and the Buyer making payment of the entire balance consideration and all other amounts and deposits payable by the Buyer to the Developer hereunder and fulfilling all his other covenants / obligations herein. [Provided that, in the absence of local law, the conveyance deed in favour of the Buyer shall be carried out by the Developer within 3 months from the date of issue of occupancy / completion certificate subject to the Buyer making payment on account of stamp duty, registration fee etc., **Provided Further That** the Developer shall not be liable to deliver possession of the Apartment to the Buyer nor to execute or cause to be executed any Sale Deed or other instruments until such time the Buyer makes payment of all amounts agreed and required to be paid hereunder by the Buyer and the Buyer has fully performed all the terms conditions and covenants of this Agreement and on the part of the Buyer to be observed and performed until then]. The Developer agrees and undertakes to indemnify the Buyer in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Buyer, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/ association of Buyers, as the case may be, after the issuance of the completion certificate for the project. The Developer shall handover the copy of the occupancy certificate / completion certificate of the apartment to the Buyer at the time of conveyance of the same.

- 7.2.1 It is clarified that the Developer shall be deemed to have duly complied with all its obligations in case the Developer issues notice of completion to the Buyer on or before the date mentioned in Clause 7.1 above.
- 7.3 **Failure of Buyer to take Possession of Apartment:** Upon receiving a written intimation from the Developer as per para 7.2, the Buyer shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Buyer. In case the Buyer fails to take possession within the time provided in para 7.2, such Buyer shall continue to be liable to pay maintenance charges as specified in para 7.2 and all other outgoings.
- 7.3.1 Further, in case the Buyer fails or neglects to take possession of the said Unit as and when called upon by the Developer as aforesaid or where physical delivery has been withheld by the Developer on grounds of breach / default by the Buyer, the Buyer shall be liable to pay guarding / holding charges @ Rs. _____ (Rupees _____ only) per Square Foot per month of the Super Built-up area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Buyer.
- 7.4 **Possession by the Buyer** – After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the apartments to the Buyers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Buyers or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Developer shall handover the necessary document and plans including common areas, to the association of Buyers or the competent authority, as the case may be within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

7.5 Cancellation by Buyer – The Buyer shall have the right to cancel/withdraw his allotment in the Project as provided in the Act :

Provided that where the Buyer proposes to cancel / withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the Booking Amount, with applicable taxes. The balance amount of money paid by the Buyer shall be returned by the Developer to the Buyer within 45 days of such cancellation.

7.6 Compensation

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

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Developer shall be liable, on demand to the Buyer, in case the Buyer 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 at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due.

Provided that where if the Buyer does not intend to withdraw from the Project, the Developer shall pay the Buyer interest at the rate prescribed in the Rules for every month of delay, till the handing over the possession of the Apartment which shall be paid by the Developer to the Buyer within 45 days of it becoming due.

9. Covenants of Developer

The Developer hereby represents and warrants to the Buyer as follows :

- (i) The Owners have absolute, clear and marketable title with respect to the Said Property; the Developer has requisite rights to carry out development upon the Said Property and absolute, actual, physical and legal possession of the Said Property for the Project;

- (ii) The Developer 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 Property or the Project; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Developer /Owners may already have created mortgage and/or charge on the Said Property and shall be at liberty to create further mortgages and/or charges in respect of the Said Property or any part thereof, and the Buyer hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Developer assures to have the Said Flat released from any such mortgage and/or charge, if any, with intent that the Buyer, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Developer.
- (iv) There are no litigations pending before any Court of law or authority with respect to the Said Property, Project or the Said Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, Said Property and Flat are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Property, Building and flats and Common Areas;
- (vi) The 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 the Buyer intended to be created herein, may prejudicially be affected;
- (vii) The Developer 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 Property, including the Project and the said Apartment which will, in any manner, affect the rights of Buyer under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Buyer in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Buyer and the common areas to the Association of the Buyers or the competent authority, as the case may be;
- (x) The Said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Property;

- (xi) The Developer / Land Owners have 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 occupancy / completion certificate has been issued and possession of Apartment or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Buyer and the association of Buyers or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the Said Property and/or the Project.

10. Covenants

10.1 **Buyer's Covenants:** The Buyer covenants with the Developer (which expression includes the Association (upon formation) in all Sub-Clauses of Clause 11, wherever applicable) and admits and accepts that:

10.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Portions, Specified Facilities, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Building and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Building **save and except** the Said Flat And Appurtenances.

10.1.2 **Buyer to Mutate and Pay Rates & Taxes:** Subject to the provisions of Clauses 8.4.2 (I) above, the Buyer shall **(1)** pay all fees and charges and cause mutation in the name of the Buyer in the records of all local authorities and the office of the BL&LRO, within 30 (thirty) days from the Date Of Possession and **(2)** pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Flat And Appurtenances from the Date Of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer), on the basis of the bills/demand to be raised by the Developer and/or local authorities and the BL&LRO, such bills/demands being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the aforesaid bills/demands. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Developer/the Facility Manager or the Association (upon formation).

- 10.1.3 **Buyer to Pay Maintenance Charge and Common Expenses:** Subject to the provisions of Clause 8.4.1 (e) above, the Buyer shall pay the Maintenance Charge and Common Expenses on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Maintenance Charge and Common Expenses and (2) the Maintenance Charge and Common Expenses shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the Association (upon formation).
- 10.1.4 **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer, within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 18% (eighteen percent) per annum or part thereof, for the period of delay, computed from the date the payment became due till the date of payment, to the Developer. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions and the Specified Facilities.
- 10.1.5 **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Developer **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
- 10.1.6 **No Obstruction by Buyer to Further Construction:** The Developer shall be entitled to construct further floors on and above the top roof of the Said Building and/or make constructions in the adjacent land of the Said Property and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions and the Specified Facilities for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
- 10.1.7 **No Rights of or Obstruction by Buyer:** All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Portions

within the meaning of this Agreement and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.

10.1.8 **Variable Nature of Land Share, and Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building (2) if the area of the Said Building is recomputed by the Developer, integrate or add (notionally or actually) any adjacent land to the Said Property (which the Developer shall have full right to do and which is hereby unconditionally accepted by the Buyer), then the Land Share, and the Share In Common Portions shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Consideration paid by the Buyer on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

10.1.9 **Buyer to Participate in Formation of Association:** Subject to the provisions above, the Buyer admits and accepts that the Buyer and the other Intending Buyers of Flats in the Said Building form the Association and the Buyer shall become the member thereof. The Buyer shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard, the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions and the Specified Facilities. Each Flat owner will be entitled to cast a vote irrespective of his/her/its size of Flat. The Buyer further admits and accepts that the Buyer shall not object to the Intending Buyers of the Said Building joining the Association.

10.1.10 **Obligations of Buyer:** The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Common Portions, the Specified Facilities by the Developer/the Facility Manager/the Club Manager, as applicable.
- (b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association for the beneficial common

enjoyment of the Said Building, the Common Portions and the Specified Facilities.

- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions and the Specified Facilities, from the Date Of Possession.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Flat owners. The main electric meter shall be installed only at the common meter space in the Said Building. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building and outside walls of the Said Building **save** in the manner indicated by the Developer/the Facility Manager/the Association (upon formation). The Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummary, hostel, boarding house, restaurant, nursing home, club, coaching center or other public gathering place.
- (f) **Maintenance of Said Flat:** repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes etc. inside the Said Flat at the cost of the Buyer.
- (g) **Use of Common Toilets:** ensure that the domestic help/service providers visiting the Said Flat use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **Use of Spittoons/Dustbins:** use the spittoons/dustbins located at various places.
- (i) **No Alteration:** not alter, modify or in any manner change the **(1)** elevation and exterior colour scheme of the Said Flat and the Said Building and **(2)** design and/or the colour scheme of the windows, grills and the main door of the Said

Flat. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Developer/the Association (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring it to its original state.

- (j) **No Structural Alteration And Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Building. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner save and except such grills on the railings of the balcony, which may be specifically designed by the Architect for that purpose. Grills may be installed by the Buyer on the inner side of the doors and windows of the Said Flat. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Building, which is beneficial to all.
- (k) **No Sub-Division:** not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.
- (l) **No Changing Name:** not change/alter/modify the names of the Said Building from that mentioned in this Agreement.
- (m) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Specified Facilities or the Said Parking Space (if any) or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

- (n) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions and the Specified Facilities.
- (o) **No Obstruction to Developer/Club Manager/Facility Manager/Association:** not obstruct the Developer/the Club Manager/the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions, Specified Facilities and not obstruct the Developer in constructing on other portions of the Said Building and selling or granting rights to any person and/or on any part of the Said Building (excepting the Said Flat and the Said Parking Space, if any).
- (p) **No Obstruction of Common Portions/Specified Facilities:** not obstruct the pathways and passages of the Common Portions/Specified Facilities or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space (if any).
- (q) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/Facility Manager/Club Manager/Association (upon formation) for the use of the Common Portions, the Specified Facilities.
- (r) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **save** at the places indicated therefore.
- (s) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space (if any), the Common Portions, the Specified Facilities, the Said Property and the Said Building, including but not limited to acts of vandalism, putting up posters and graffiti etc.
- (t) **No Storing of Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat, the Parking Space (if any), the Common Portions, the Specified Facilities, the Said Property and the Said Building. Further no parking of two wheeler/s or car/s should be allowed or permitted in any area other than specified to the buyer or purchaser specifically.
- (u) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or

outside walls of the Said Flat/Said Building **save** at the place or places provided thereof **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.

- (v) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (w) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Said Parking Space (if any).
- (x) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (y) **No Damage to Common Portions and Specified Facilities:** not damage the Common Portions and the Specified Facilities in any manner and if such damage is caused by the Buyer or the family members, invitees, servants, agents or employees of the Buyer, the Buyer shall compensate for the same.
- (z) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.
- (aa) **No Smoking in Public Place:** not smoke in public places of the Said Building and the Buyer and his/her /its guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.
- (ab) **No Plucking Flowers:** not pluck flowers or stems from the gardens.
- (ac) **No Littering:** not throw or allow to be thrown litter in the Said Building.
- (ad) **No Trespassing:** not trespass or allow to be trespassed over lawns and green plans within the Said Building.
- (ae) **No Overloading Lifts:** not overload the passengers lifts and move goods only through staircase of the Said Building.
- (af) **No Use of Lifts in Case of Fire:** not use the lifts in case of fire.

(ag) **No Covering of Common Portions, Specified Facilities etc.:** not cover the Common Portions or the Specified Facilities, fire exits and balconies/terraces (if any) of the Said Flat.

10.1.11 **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify the Developer/Facility Manager/the Association (upon formation) of the tenant's/transferee's name, address and telephone number.

10.1.12 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Buyer has accepted the scheme of the Developer to construct/develop the Said Building in Blocks and to construct on other portions of the Said Property and hence the Buyer has no objection to the continuance of construction in the other portions of the Said Building, even after the Date Of Possession Notice. The Buyer shall not raise any objection arising out of the said construction/developmental activity.

10.1.13 **No Right in Other Areas:** Excepting only User Rights on Specified Facilities, the Buyer shall not have any right in the other portions of the Said Property/Said Building.

10.1.14 **Roof Rights:** The top roof of the Said Building shall remain common to all Intending Buyers of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. Notwithstanding the above, the Developer shall always have the right of further construction on the entirety of the Common Roof and the Buyer specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have be the Common Roof for common use of all Intending Buyers of the Said Building.

10.1.15 **No Objection In Use of Common Portions, Specified Facilities etc:** The Buyer hereby expressly agrees and covenants with the Developer that, the Buyer shall not raise any objection of any nature whatsoever, if the other owners of any adjacent Project [developed or to be developed by the Developer] use the Common Portion, Specified Facilities etc. along with the Buyer.

10.1.16 **Easements And Quasi-easements:** The Buyer shall allow each co-other, the Owners, the Developer and the Association, upon formation, the following rights, easements, quasi-easements, privileges and/or appurtenances:

(a) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.

- (b) **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Property/Said Building.
 - (c) **Right Over Common Portions:** The absolute unfettered and unencumbered right over the Common Portions subject to the terms and conditions herein contained.
 - (d) **Appurtenances of Said Flat And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances.
 - (e) **Right of Entry:** The rights to use the pathways, ways, Said Property and/or Common Portion of the Said Building to enter, use and enjoy any adjacent Project and/or any other Project.
- 10.2 **Owners' And Developer's Covenants:** The Owners and the Developer covenant with the Buyer and admit and accept that:
- 10.2.1 **Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Owners and the Developer by executing conveyance in favour of the Buyer provided the Buyer pays all amounts required for the same.
 - 10.2.2 **Documentation for Loan:** The Developer shall provide to the Buyer all available documents so that the Buyer may get loan from banks and financial institutions.
 - 10.2.3 **No Interruption:** The Purchasers shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the New Building nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the building is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Purchasers or because of any act or omission on the part of the Purchasers, the Vendor or the Developer are restrained from construction of the Building and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Vendor or the Developer may have the Purchasers shall be liable to compensate and also indemnify the Vendor or the Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by them.

11. Termination & Effect

11.1 **Breach of Buyer's Covenants:** The Purchaser acknowledges that payment of the amounts made and due performance and observance of the terms and conditions herein contained and the Purchaser further acknowledges that he/she/it is obligated to perform all the obligations in terms of this Agreement and upon breach of these clauses the Purchaser waives any cause of action and shall lose the right to insist on the specific performance of the Agreement and as such, will not be entitled to any relief whatsoever. The Purchaser shall pay interest @ 18% per annum on all sums becoming due hereunder and which the Purchaser fails to pay to the Developer within the period stipulated hereunder for the period during which the Purchaser remain in default. This will be without prejudice to the other rights of the Vendor/Developer hereunder.

In case the Purchaser commits default in making payment of the consideration mentioned herein or in observing his covenants herein within time then in such event, the Developer shall give one month's notice in writing to the Purchaser setting out the default or breach complained of and calling upon the Purchaser to remedy the default or breach complained of and if on the expiry of such notice, the Purchaser continues the default or breach, then this agreement shall at the option of the Developer stand terminated and rescinded and also if the Purchaser wishes to cancel and/or withdraw from the Agreement of his own volition then in both such events the Developer shall become entitled to enjoy and/or transfer the said Unit and the Car Parking Space to any person without in any way becoming liable to the Purchaser and upon the Developer having entered into a contract for sale of the said Unit and the Car Parking Space with any new buyer or buyers, the Developer only after having entered into a contract for sale of the said Unit and the Car Parking Space with any new buyer or buyers, only thereafter the Developer shall refund to the Purchaser the earnest money paid by the Purchaser to the Developer after deduction of a sum equivalent to 10% (ten percent) of the consideration as and by way of pre-determined compensation/liquidated damages or service charges.

11.2 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clause 11.1 above, the Buyer shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Building and/or the Said Property or part or portion thereof and the Buyer shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

12. Taxes

12.1 **Obligation Regarding Taxes:** In the event of the Owners and/or the Developer being made liable for payment of any tax (excepting Income Tax, if any, levied in regard to the Development Agreement), fee, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as =GST, or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) or if the Owners and/or Developer are advised by their consultant that the Owners and/or Developer are liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Owners and/or Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Owners and/or the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Owners' and/or Developer's consultant shall be paid by the Buyer at or before the Date Of Possession.

13. Defects

13.1 **Decision of Architect Final:** If any work in the Said Flat And Appurtenances is claimed to be defective by the Buyer within a period of 1 (one) month from the Date Of Possession Notice, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Developer shall, at its own costs, remove the defects. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer does so, the provisions regarding deemed possession as contained in Clause 9.5.1 above shall apply and all consequences mentioned therein shall follow. In the context of this Clause, defects shall mean defect in construction only and not defect in bought-out items such as electrical fittings, sanitary fittings, hardware fittings etc.

14. Association and Rules

14.1 **Rules of Use:** The Said Flat And Appurtenances shall be owned by the Buyer subject to such rules and regulations as may be made applicable by the Developer and the Association (upon formation), from time to time.

14.2 **Restrictions:** The Buyer agrees that the Buyer shall use the Said Flat And Appurtenances subject to all restrictions as may be imposed by the Developer and the Association (upon formation), from time to time.

15. Force Majeure

15.1 **Circumstances Of Force Majeure:** The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) delay on account of receiving statutory permissions (10) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (11) any notice, order of injunction, litigation, attachments, etc. and (12) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and/or any circumstances beyond the control of the Developer (collectively **Circumstances Of Force Majeure**).

15.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.

16. Miscellaneous

16.1 **Indian Law:** This Agreement shall be subject to Indian Laws.

16.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

16.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.

16.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is

not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

16.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.

16.6 **Right of Possession:** The right of possession of the Buyer in respect of the Said Flat And Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.

16.7 **Nomination by Buyer:** The Buyer admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement **provided however** no nomination can be made by the Buyer within 12 (twelve) months from the date of this Agreement, only by following the under mentioned process:

16.7.1 **Application by Buyer:** The Buyer shall apply in writing to the Developer for permission to nominate.

16.7.2 **Permission by Developer:** On receiving such application, the Developer may grant permission for such nomination.

16.7.3 **Process Following Permission:** If the Developer grants permission, then and in such event and as a condition precedent to granting of such permission (1) the Buyer shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination (2) the Buyer shall pay to the Developer the Nomination Charges along with the service charges, as applicable, as mentioned in Clause 8.4.2 (i) (3) the Buyer and the Nominee shall enter into a multi-party agreement with the Developer and the Owners, for recording such nomination **and** (4) simultaneously with the execution of the aforesaid multi-party agreement, the Nominee shall enter into a fresh agreement with the Owners and the Developer, identical to this Agreement.

The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.

- 16.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties. It is specifically understood that the brochures, compact discs, advertising and marketing material published by the Developer from time to time in respect of the Said Building are just advertisement material and contain various features such as furniture lay out, vegetation and plantation shown around the Said Building, colour scheme, vehicles etc. to increase the aesthetic view only and are not part of the development. These features/amenities are not agreed to be developed or provided by the Developer.
- 16.9 **Counterparts:** This Agreement is being executed simultaneously in counterparts and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer and another by the Developer.
- 16.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 16.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 16.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the concerned Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 16.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

16.14 **Owners' Confirmation:** The Owners have been made party to these presents to confirm the Buyer that the Owners shall join in as party to the deed/s of conveyance or transfer that would be executed and registered by the Developer for sale of the Said Flat And Appurtenances in favour of the Buyer without claiming any consideration or additional consideration from the Buyer. The Owners' obligation is limited to transfer of land comprised in the Said Property, which may either be in favour of Buyers individually or the Association of Buyers, as may be applicable.

The Developer and the Owners have agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the Said Flat for the benefit of the Buyer and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association / Maintenance Company, the same shall be conveyed in favour of the Buyer as part of the said Unit, to which the Buyer hereby agrees.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations and/or the Land comprised in the Said Property to be carried out in favour of the Association / Maintenance Company or else, then the deed of conveyance in respect of the said Unit shall be so executed and registered by the Developer and Land Owners in favour of the Buyer (i.e. sans the proportionate share in the Common Areas and Installations and/or the proportionate share in the Land comprised in the Said Property, as applicable).

16.14 **Developer shall not create Charge or Mortgage:** After the Developer executes this Agreement he shall not mortgage or create a charge on the Said Flat/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Buyer who has taken or agreed to take such Apartment. However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Developer may already have created mortgage and/or charge on the Said Property and shall be at liberty to create further mortgages and/or charges in respect of the Said Property or any part thereof, and the Buyer hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Developer assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Buyer, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the Said Flat free of all such mortgages and charges created by the Developer.

17. Notice

17.1 **Mode of Service:** Notices under this Agreement shall be served by email or by messenger or by courier/registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected **(1)** on the

date of delivery, if sent by email/messenger and **(2)** on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Developer shall give notices on behalf of the Owners.

18. Alternative Dispute Resolution

18.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (excepting disputes which are to be expressly referred to and resolved by the Architect) (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 18.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

18.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated by the Legal Advisors.

18.1.2 **Place:** The place of arbitration shall be Kolkata only.

18.1.3 **Language:** The language of the arbitration shall be English.

18.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

18.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Property without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

19. Jurisdiction

19.1 **District Judge and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

20. Rules of Interpretation

20.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.

- 20.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.
- 20.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 20.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 20.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 20.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 20.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 20.8 **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):** The Developer has assured the Buyers that the project in its entirety is in accordance with the provisions of the laws pertaining to apartment ownership.

20.9 **Binding Effect**

Forwarding this Agreement to the Buyer by the Developer does not create a binding obligation on the part of the Developer or the Buyer until, firstly, the Buyer signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Buyer and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Buyer(s) fails to execute and deliver to the Developer this agreement within 30 (thirty) days from the date of its receipt by the Buyer and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Buyer for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Buyer, application of the Buyer shall be treated as cancelled and all sums deposited by the Buyer in

connection therewith, including the booking amount, shall be returned to the Buyer 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. **Applicability of Provisions of Agreement**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Buyers 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 Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Buyer in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Buyer that exercise of discretion by the Developer in the case of one Buyer shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Buyers.

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

25. **Severability**

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

26. **Method of Calculation of Proportionate Share, where ever mentioned in this Agreement**

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

27. **Further Assurances by Parties**

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.

**1st Schedule
(Said Property)**

All That land measuring 35 (thirty five) *cottah* 4 (four) *chittack* and 14 (fourteen) square feet, more or less, comprised in R.S. *Dag* Nos.2179, 2180, 2180/2946 and 2181, corresponding to L.R. *Dag* Nos. 2162, 2163, 2164 and 2166, recorded in R.S. *Khatian* No. 782 corresponding to L.R. *Khatian* Nos. 1628, 1629, 2307, 2308 and 2309, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, comprising of Municipal Holding No. 460, N.S. Road, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality.

**Part-II
(Devolution On Title)**

1. **First Purchase of Priyama Majumdar alias Priyam Mozumdar:** By a *Bengali* Deed of Conveyance dated 9th October, 2002, registered in the Office of the District Sub-Registrar, IV, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 126, at Pages 167 to 174, being Deed No. 5242, for the year 2002, Surendra Mitra and Chandra Shekhar Paramanick jointly sold to Priyama Majumdar *alias* Priyam Mozumdar (Owner No. 3.1 herein) **All That** the piece and parcel of land classified as '*Danga*', admeasuring an area of 6 (six) *cottah*, more or less, comprised in R.S. *Dag* No. 2180, corresponding to L.R. *Dag* No. 2162, recorded in R.S. *Khatian* No. 782, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 24 of the Rajpur - Sonarpur Municipality (**First Portion of Priyama Majumdar's Property**).

2. **Second Purchase of Priyama Majumdar alias Priyam Mozumdar:** By another *Bengali* Deed of Conveyance dated 29th December, 2006, registered in the Office of the District Sub-Registrar, IV, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 20, at Page from 2394 to 2413, being Deed No. 06232, for the year 2009, Ramendra Prasad Roy, Anjali Sengupta and Namita Das jointly sold to Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) **All That** the piece and parcel of land classified as '*Danga*', admeasuring an area of 4 (four) *cottah* 7 (seven) *chittack* and 44 (forty four) square feet, more or less, comprised in R.S. *Dag* No. 2180 corresponding to L.R. *Dag* No. 2162, recorded in R.S. *Khatian* No. 782, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 24 of the Rajpur - Sonarpur Municipality (**Second Portion of Priyama Majumdar's Property**).
3. **Ownership of Priyama Majumdar alias Priyam Mozumdar:** Thus, by virtue of the aforesaid 2 (two) deeds, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) has become the absolute owners of the First Portion of First Property and Second Portion of First Property, collectively admeasuring an area of 10 (ten) *cottah* 7 (seven) *chittack* and 44 (forty four) square feet, more or less Together With *pucca* structure standing thereon admeasuring an area of 2100 (two thousand and one hundred) square feet, more or less, Together With all easements rights thereto and right to use the Common Passage (collectively **Priyama Majumdar's Property**).
4. **First Gift in favour of Priyanka Sarkar:** By a *Bengali* Deed of Gift dated 20th January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 1608-2016, at Page from 11553 to 11574, being Deed No. 160800522, for the year 2016, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) gifted **All That** the undivided, undemarcated piece and parcel of land admeasuring an area of area of 2 (two) *cottah*, out of the Priyama Majumdar's Property, to Priyanka Sarkar (the Owner No. 3.3 herein) (**Priyanka Sarkar's Property**).
5. **Second Gift in favour of Surajit Chakraborty:** By a *Bengali* Deed of Gift dated 20th January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 1608-2016, at Page from 11530 to 11552, being Deed No. 160800521, for the year 2016, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) gifted area of 2 (two) *cottah*, out of the Priyama Majumdar's Property, to Surajit Chakraborty (the Owner No. 3.5 herein) (**Surajit Chakraborty's Property**).

6. **Ownership of First Property:** Thus in the aforesaid circumstances, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) has become the absolute owner of the balance of the Priyama Majumdar's Property, being land measuring 6 (six) *cottah* 7 (seven) *chittack* and 44 (forty four) square feet, more or less Together With *pucca* structure standing thereon admeasuring an area of 2100 (two thousand and one hundred) square feet, more or less, Together With all easements rights thereto and right to use the Common Passage (**First Property**).
7. **First Purchase by Udayshankar Majumder *alias* Uday Sankar Mozumdar:** By a *Bengali* Deed of Sale dated 12th March, 2001, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 44, at Pages 305 to 312(B), being Deed No. 2573, for the year 2001, Pritikana Roy and Ramendra Prasad Roy sold **All That** the piece and parcel of land admeasuring an area 10 (ten) *cottah*, more or less, comprised in R.S. *Dag* No. 2180, corresponding to L.R. *Dag* No. 2162, recorded in R.S. *Khatian* No. 782, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 24 of the Rajpur - Sonarpur Municipality (**First Portion of Udayshankar Majumder's Property**).
8. **Second Purchase by Udayshankar Majumder *alias* Uday Sankar Mozumdar:** By another *Bengali* Deed of Sale dated 24th August, 2015, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, recorded in Book No. I, Volume No. 1604-2015, at Pages 63147 to 63171, being Deed No. 160406444, for the year 2015, Prasun Sengupta (represented by his constituted attorney namely, Sanjoy Das), sold **All That** the piece and parcel of land admeasuring an area of 2 (two) *cottah* and 15 (fifteen) square feet, more or less, comprised in R.S. *Dag* Nos. 2180/2946 and 2179 corresponding to L.R. *Dag* Nos. 2163 and 2164, recorded in L.R. *Khatian* No. 569, *Mouza* Ukila Paik Para, J.L. No.56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality (**Second Portion of Udayshankar Majumder's Property**).
9. **Ownership of Udayshankar Majumder *alias* Uday Sankar Mozumdar:** Thus, Udayshankar Majumder *alias* Uday Sankar Mozumdar (the Owner No. 3.2 herein) has become the absolute owner of First Portion of Udayshankar Majumder's Property and Second Portion of Udayshankar Majumder's Property, collectively Udayshankar Majumder's Property, measuring 12 (twelve) *cottah*, and 15 (fifteen) square feet, more or less (**Udayshankar Majumder's Property**).
10. **Gift in favour Yagnik Mozumdar:** By a *Bengali* Deed of Gift dated 20th January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24

Parganas, in Book No. I, Volume No. 1608-2016, at Pages from 11509 to 11529, being Deed No. 160800520, for the year 2016, Udayshankar Majumder *alias* Uday Sankar Mozumdar (the Owner No. 3.2 herein), gifted **All That** the undivided, undemarcated piece and parcel of land admeasuring an area of 4 (four) *cottah*, more or less out of Udayshankar Majumder's Property (**Yagnik Mozumdar's Property**).

11. **Ownership of Second Property:** Thus in the aforesaid circumstances, Udayshankar Majumder *alias* Uday Sankar Mozumdar (the Owner No. 3.2 herein) has become the absolute owner of the remaining portion of Udayshankar Majumder's Property, being land admeasuring an area of 8 (eight) *cottah*, and 15 (fifteen) square feet, more or less (**Second Property**).
12. **First Purchase by Priyanka Sarkar And Others:** By a *Bengali* Deed of Conveyance dated 24th July, 2015, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. I, Volume No. 1608-2015, at Pages from 28904 to 28925, being Deed No. 160804560, for the year 2015, Biswajit Ghosh and Lakshmi Bhattacharjee sold **All That** the piece and parcel of land admeasuring an area of 5 (five) *cottah* 3 (three) *chittack* and 38 (thirty eight) square feet, more or less, comprised in R.S. *Dag* Nos.2180 and 2180/2946 corresponding to L.R. *Dag* Nos. 2162 and 2163, recorded in L.R. *Khatian* No.697, 909 and 569, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality, to Priyanka Sarkar (the Owner No. 3.3 herein), Yagnik Mazumder (the Owner No. 3.4 herein) and Surajit Chakraborty (the Owner No. 3.5 herein) [collectively **Priyanka Sarkar And Others**] (**Priyanka Sarkar And Others' First Property**).
13. **Second Purchase by Priyanka Sarkar And Others:** By a *Bengali* Deed of Conveyance dated 24th July, 2015, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. I, Volume No. 1608-2015, at Pages from 28883 to 28903, being Deed No. 160804559, for the year 2015, Biswajit Ghosh and Lakshmi Bhattacharjee sold **All That** the piece and parcel of land admeasuring an area of 7 (seven) *cottah* 8 (eight) *chittack* and 7 (seven) square feet, more or less, comprised in R.S. *Dag* No. 2179 and 2181 corresponding to L.R. *Dag* Nos. 2164 and 2166, recorded in L.R. *Khatian* No. 697, 909 and 569, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality, to **Priyanka Sarkar And Others** (**Priyanka Sarkar And Others' Second Property**).
14. **Ownership of Third Property:** Thus, Priyanka Sarkar (the Owner No. 3.3 herein), Yagnik Mazumdar (the Owner No. 3.4 herein) and Surajit Chakraborty (the Owner No.

3.5 herein) have become the absolute owners of land measuring 20 (twenty) cottah and 12 (twelve) chittack, more or less [comprising of Priyanka Sarkar's Property, Surajit Chakraborty's Property, Yagnik Mozumdar's Property, Priyanka Sarkar And Others' First Property and Priyanka Sarkar And Others' Second Property] (**Third Property**).

15. **Absolute Ownership of Owners:** In the aforesaid circumstances, the Owners have become the absolute owners of the First Property, the Second Property and the Third Property, collectively the Said Property. The Owners have recorded their names in the records of the Land Revenue Officer, vide L.R. *Khatian* Nos.1628, 1629, 2307, 2308 and 2309

2nd Schedule

Part I

(Said Flat)

Residential Flat No. _____ on _____ floor the Said Building having super built-up area of _____ (_____) square feet having carpet area of _____ (_____) Square feet as agreed and faced three direction North-East-South, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon, comprised in the Said Building named **Realmark Oracle**, to be constructed on the Said Property, morefully described in the **1st Schedule** above, being a Municipal Holding No. 460, N.S. Road, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality.

Part II

(Parking Space)

Car Parking for Medium Sized Car – Right to Park

Sl. No	Quantity in No.	Covered/Open
.		

1. The Parking Space shall be allotted to the Buyer after completion of construction of the Said Building.
2. If covered, the Parking Space may be in the ground floor at any space in the Said Building and if open, at any place in the ground level of the Said Property.
3. If for two wheeler, the Parking Space may be at any place in the ground level reserved for the parking of two wheelers only
4. The Parking Space can only be used for parking of a medium sized motor car or two wheeler of the Buyer and not for any other purpose.

Part III
(Said Flat And Appurtenances)
[Subject Matter of Agreement]

The Said Flat, being the flat described in **Part I** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Block, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The right to park in the Said Parking Space, being the car/two wheeler parking space/s described in **Part II** of the **2nd Schedule** above, if any.

The Undivided Interest In Common Portions, being undivided, impartible, proportionate and variable interest in the Common Portions described in the **3rd Schedule** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

User Rights in Specified Facilities, being the facilities and amenities which may be provided by the Developer for common benefit and utilization of all or specified portions of the Said Building, subject to the terms and conditions of this Agreement.

3rd Schedule
(Common Portions)

- | | |
|--------------------------------------|--------------------------------------|
| • Double Height Community Hall | • Plantation all around the driveway |
| • Landscaped Garden | • DTH TV and Broadband provision |
| • Fitness Gymnasium | • Intercom Facility |
| • Swimming pool with toddlers pool | • CCTV Surveillance |
| • Beautiful Entrance Lobby with Gate | • Multipurpose court |
| • Outdoor Children's Play Area | • Yoga & Meditation Area |
| • Indoor Games Room | • 24 Hour Power Back up |
| • Waterfall feature | • 24 Hour Filtered water Supply |

4th Schedule
(Specifications)

Structure	:	RCC frame and brick wall
Exterior Wall	:	Weather coat / Texture Paint finish
Interior Wall	:	POP Finish on walls & ceiling
Ground Lobby and Stairs	:	Decorated lobby with Marble, Granite or Tiles finish
Flooring	:	Vitrified tiles in all bedrooms and living/dining
Doors	:	Painted flush door with magic eye in main door and frame of Sal-wood
Windows	:	Powder coated aluminum sliding windows with glass along with integrated grills
Toilet	:	Anti-skid floor tiles, ceramic wall tiles upto door height. CP fittings and white sanitary wares of reputed make. Geyser points in all toilets
Kitchen	:	Anti-skid flooring with granite counter. Ceramic tiles wall cladding upto 3 feet over the counter One stainless steel sink. Three 15A plug points and two 5A plug points
Electricals	:	Concealed Insulated Copper wiring with Sufficient switches and MCB in each flat. AC point in all bedrooms and living/dining. Generator back up
Lift	:	Two automatic lifts
Fire Fighting	:	Equipped with modern fire fighting system and equipment.

5th Schedule
(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Specified Facilities.
3. **Association:** All capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating and all other expenses, GSTs and charges related to the Common Portions and the Specified Facilities [including the exterior or interior (but not inside any Flat) walls of the Said Building].
6. **Operational:** All expenses for running and operating all machinery, equipment and installation comprised in the Common Portions and the Specified Facilities, including elevators, diesel generator set, changeover switch, pump and other common installation including their license fees, GSTs and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities.
7. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
8. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

28. Execution and Delivery

28.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

[Owners]
(Being represented by their constitute attorney **Gagan Lohia**)

(Authorized Signatory)
[Gagan Lohia]
[Developer]

[Buyer]

Witnesses:

Signature_____

Signature_____

Name _____

Name_____

Father's/Husband's
Name_____

Father's/Husband's
Name_____

Address _____

Address _____
