

DRAFT AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this day of
....., **TWO THOUSAND AND EIGHTEEN (2018)**

BETWEEN

(1) SRI CHIRANJIB DAS (PAN NO. ADWPD 1123G), son of Late Rasik Chandra Das, by nationality – Indian, by faith – Hindu, by occupation – Chartered Accountant, presently residing at 1/3, Avenue East, Modern Park, PO – Santoshpur, P.S. – Purba Jadavpur, Kolkata – 700075,
(2) SRI SANJIB KUMAR DAS (PAN NO. CGXPD 6129G), son of Late Rasik Chandra Das, by nationality – Indian, by faith – Hindu, by occupation – Service, presently residing at Golabati, G.P. Road, Bagmore, PO – Kanchrapara, P.S. – Bijpur, North 24 Parganas and **(3) SRI SUBRATA DAS (PAN NO. AFPPD 0970G)**, son of Late Chittaranjan Das, by nationality – Indian, by faith – Hindu, by occupation – Medical Practitioner, presently residing at Golabati, G.P. Road, Bagmore, P.O. Kanchrapara, P.S. Bijpur, Dist. North 24 Parganas, represented by their Constituted Attorney **SRI BIKRAM KUMAR SARAF**, son of Sri Binode Kumar Saraf, hereinafter called the “**OWNERS**” (which expression shall unless excluded by or repugnant to the context shall be deemed and mean to include their heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

AND

M/s I-RED PROJECTS LIMITED (PAN AABCI9260J), a company within the meaning of the Companies Act, 1956 and having its registered office at 6, Puran Chand Nahar Avenue, Post Office- Dharmatala, P.S. Taltala, Kolkata - 700013, represented by its Director **SRI BIKRAM KUMAR SARAF (PAN AVRPS6829B)**, Son of Sri Binode Kumar Saraf, by faith- Hindu, by occupation- Business, residing at 1, Jubilee Park, Flat No. 3N, Block-3, P.S. Jadavpur, P.O. Tollygunge, Kolkata - 700033, West Bengal , hereinafter referred to as **DEVELOPER/PROMOTER** (which expression shall unless excluded by or repugnant to the context shall be deemed and mean to include its administrators, successors-in-interest and assigns) of the **SECOND PART**.

AND

.....**son of/wife of**
....., by
Nationality: by faith: , by Occupation :
, residing at
.....
.....
.....hereinafter (jointly) referred to as the “**PURCHASER/ALLOTTEE**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors, administrators, representatives and assigns) of the **SECOND PART**

CHAPTER-I # DEFINITIONS

I. Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- 1A.1 “ACT” means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017);
- 1A.2 RULES means the West Bengal Housing Industry Regulation Act, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- 1A.3 REGULATIONS means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- 1A.4 SECTION means a section of the Act.
- 1A.5 **ARCHITECT** shall mean and include such person or firm who may be appointed as architects of the building by the Developer.
- 1A.6 **NEW BUILDING/BUILDING** shall mean the proposed multistoried building (I-Red USHA) constructed by the Developer at the said Property in accordance with the Sanctioned Building Plan.
- 1A.7 **OWNERS** wherever it is appearing shall mean and include **SRI CHIRANJIB DAS** (PAN NO. ADWPD 1123G), son of Late Rasik Chandra Das, by nationality – Indian, by faith – Hindu, by occupation – Chartered Accountant, presently residing at 1/3, Avenue East, Modern Park, P.O. Santoshpur, P.S. Purba Jadavpur, Kolkata – 700075, (2) **SRI SANJIB KUMAR DAS** (PAN NO. CGXPD 6129G), son of Late Rasik Chandra Das, by nationality – Indian, by faith – Hindu, by occupation – Service, presently residing at Golabati, G.P. Road, Bag More, P.O. Kanchrapara, P.S. Bijpur, Dist. North 24 Parganas and (3) **SRI SUBRATA DAS** (PAN NO. AFPPD 0970G), son of Late Chittaranjan Das, by nationality – Indian, by faith – Hindu, by occupation – Medical Practitioner, presently residing at Golabati, G.P. Road, Bag More, P.O. Kanchrapara, P.S. Bijpur, Dist. North 24 Parganas and shall include their heirs, executors, administrators, legal representatives and assigns;
- 1A.8 **DEVELOPER/PROMOTER** shall mean and include the said **M/s I-RED PROJECTS LIMITED (PAN AABCI9260J)**, a company within the meaning of the Companies Act, 1956 and having its registered office at 6, Puran Chand Nahar Avenue, Post Office- Dharmatala, Police Station- Taltala, Kolkata - 700013, WB, India, represented by its Director **SRI BIKRAM KUMAR SARAF (PAN AVRPS6829B)**, Son of Sri Binode Kumar Saraf, by faith- Hindu, by occupation- Business, residing at 1, Jubilee Park, Flat No. 3N, Block-3, Police Station - Jadavpur, Post Office- Tollygunge, Kolkata 700033, West Bengal and its successor or successors – in – interest, transferors, nominee/s and/or assigns.

- 1A.9 **PURCHASER** shall mean and include his/her/their heirs executors, administrators, representatives and assigns, but not include nominee or nominees.
- 1A.10 **COMMON FACILITIES/PORCTIONS** shall include paths passages, stairways, elevator, water courses, drains, sewers and other spaces and facilities whatsoever expressly to be specified by the Developer upon completion of the new building for enjoyment by the Flat/Unit Owners subject to payment of maintenance charges in favour of Developer or maintenance-in-charge.
- 1A.11 **MAINTENANCE -IN-CHARGE** shall mean and include the Developer herein till the formation of the Association to be formed by the Developer.
- 1A.12 **CONSTRUCTED SPACE** shall mean the space in the said New Building available for independent use and occupation including the space demarcated for common facilities and services.
- 1A.13 **PROPERTY/PREMISES** shall mean and include the said **Property** morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- 1A.14 **PLAN** shall mean the map or plan sanctioned by the **HALISAHAR MUNICIPALITY** for construction of the said New Buildings on the said Property with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer.
- 1A.15 **“Co-owners”** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase and taken possession of any Unit including the Developer for those units not alienated or agreed to be alienated by the Developer.
- 1A.16 **“Common Areas and Installations”** shall mean and include the areas installations and facilities comprised in the said premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Co-owners **But shall not include** Parking Spaces and other open and covered spaces at or within the said premises (including the open spaces surrounding the Building at the said premises) which shall be and always be deemed to be excepted and reserved unto the Developer and the Developer may use or permit to be used for parking of motor cars or construction and/or such purposes as the Developer may deem fit and proper and the Developer shall have the absolute right to deal with the same, to which the Purchaser hereby consents.

- 1A.17 **“Common Expenses”** shall mean and include all expenses for the maintenance, management, upkeep, security and administration of the said premises and in particular the Common Areas and Installations and rendition of common services in common to the Co-owners and all other expenses for the Common Purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed borne paid and shared by the Co-owners.
- 1A.18 **“Common Purposes”** shall mean and include the purposes of managing, maintaining, up-keeping, security and administering the said premises and in particular the Common Areas and Installations, rendition of services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners of the Unit and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas and Installations in common.
- 1A.19 **“Units”** shall mean the independent and self-contained flats, shops, showrooms, offices and other constructed spaces in the Building at the said premises capable of being exclusively held or occupied by a person.
- 1A.20 **“Parking Spaces”** shall mean spaces in or portion of the Ground Floor of the Building and also open spaces at the ground level of the said premises as expressed or intended by the Developer, at their sole discretion, for parking of motor cars/two wheelers etc.
- 1A.21 **“built-up area”** according to the context shall in relation to the said Unit in the Building mean and include the covered/plinth/built-up area of such Unit and include the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit.
- 1A.22 **“saleable area”** according to the context shall in relation to the said Unit in the Building mean and include the built-up area of the said Unit and proportionate share of the area of the Common Areas and Installations.
- 1A.23 **“proportionate”** or **“proportionately”** or **“proportionate share”** according to the context shall mean the proportion in which the built-up area of any Unit may bear to the built-up area of all Units in the Building **Provided That** where it refers to the share of the Purchaser or any co-owner in any rates and/or taxes then such share of the whole shall be determined on the basis such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be shared on the basis of area rental income

consideration or user of their respective units by the Purchaser and the other Co-owners respectively).

- 1A.24 **“said Unit”** shall mean the Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and wherever the context so permits shall include the right of parking one motor car at the Parking Space at the said premises, if so specifically and as expressly mentioned and described in the **SECOND SCHEDULE**.
- 1A.25 **“Advocates”** unless changed by the Developer, shall mean SRI MANAS DASGUPTA, Advocate of 4, Kiran Sankar Roy Road, Ground Floor, Room No. 11, Kolkata-1 appointed by the Developer for preparation of necessary agreements and instruments for transfer of the Units in the Building and for formation of the Association and its taking charge of the acts relating to the Common Purposes or such other person who may from time to time be appointed by the Developer as their Advocates for the said purposes.
- 1A.26 **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies/Gram Panchayet or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owner AND THE MATTERS TO WHICH THE DEVELOPER HAS NO DIRECT CONTROL.
- 1A.27 **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.
- 1A.28 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to PURCHASER thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961and the Transfer of Property Act.
- 1A.29 Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- 1A.30 Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and

NEUTER GENDER; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

CHAPTER-II # RECITALS:

WHEREAS:

- (1) One Usha Rani Das, wife of Late Rasik Chandra Das, predecessor in interest of the vendors herein purchased by way of a registered deed of conveyance executed and registered on 12th August, 1962 from one Kalipada Bauri all that Bastu land measuring 7.00 decimal, lying and situate at Mouza – Mallikerbag, J.L. No. 1, Pargana – Haveli Sahar, C.S. Dag No. 47 (corresponding to L.R. Dag No. 275), Khatian No. 130 (R.S. Khatian No. 12) and the said deed of conveyance is registered in the office of Naihati Sub Registry Office and recorded in Book No. 1, Volume No. 80, pages 187 to 189 being Deed No. 9509 for the year 1962.
- (2) After purchase of the said land measuring 7.00 decimal the said Usha Rani Das mutated her name in the records of the concerned Block Land & Land Reforms Office and paid requisite taxes and outgoings in respect thereof.
- (3) One Rasik Chandra Das, predecessor in interest of the vendors herein purchased by way of registered deed of conveyance executed on 4th March, 1967 from one Mathor Chandra Bauri all that Bastu land measuring 4.50 decimal lying and situate at Mouza – Mallikerbag, J.L. No. 1, Pargana – Haveli Sahar, R.S. Dag No. 36 (corresponding to L.R. Dag No. 271), R.S. Khatian No. 673 (Khatian No. 962) and the said deed of conveyance was registered in the office of Naihati Sub Registry Office and recorded in Book No. 1, Volume No. 20, pages 102 to 105 being Deed No. 1218 for the year 1967.
- (4) The said Rasik Chandra Das after purchase of the said land measuring 4.50 decimal duly mutated his name in the records of the concerned Block Land & Land Reforms Office and paid requisite taxes and outgoings in respect thereof.
- (5) The said Rasik Chandra Das also purchased another land measuring 3.30 decimal lying and situate at Mouza – Mallikerbag, J.L. No. 1, Pargana – Haveli Sahar, R.S. Dag No. 47/406 (corresponding to L.R. Dag No. 278), R.S. Khatian No. 72 (Khatian No. 962) from one Kalipada Bauri and Nemai Chandra Bauri and the said deed of conveyance was registered on 20th May, 1967 in the office of Naihati Sub Registry Office and recorded in Book No. 1, Volume No. 39, pages 126 to 129 being Deed No. 3149 for the year 1967.
- (6) The said Rasik Chandra Das after purchase of the said land measuring 3.30 decimal duly mutated his name in the records of the concerned Block Land & Land Reforms Office and paid requisite taxes and outgoings in respect thereof.

- (7) In the manner aforesaid, Usha Rani Das and Rasik Chandra Das became owners in respect of the following lands by way of deed of purchase mentioned hereinabove :-

Sl. No.	Mouza	Dag No.	Khatian No.	Name of the owner	Area of the land
1)	Mallikerbag	47 (LR Dag No. 275)	130	Usha Rani Das	7 decimal
2)	Mallikerbag	36 (LR Dag No. 271)	962	Rasik Chandra Das	4.50 decimal
3)	Mallikerbag	47/406 (LR Dag No. 278)	962	Rasik Chandra Das	3.30 decimal
Total =					14.80 decimal
(Equivalent to 8.954 Cottah)					

- (8) That Rasik Chandra Das while ceased and possessed the aforesaid land measuring 7.80 decimal died intestate on 6th July, 1981 leaving behind his wife, Usha Rani Das, three sons namely Chittaranjan Das, Chiranjib Das and Sanjib Das and two daughters namely Renuka Das and Ila Pal being his legal heirs entitled to the said land.
- (9) One of the sons of the said Rasik Chandra Das namely Chittaranjan Das died intestate on 20th October, 1997 leaving behind his mother, Usha Rani Das, wife namely Maya Das, one son namely Shri Subrata Das and one daughter namely Mukta Dutta being his legal heirs entitled to the share of the said Chittaranjan Das.
- (10) That Usha Rani Das died intestate on 7th August, 2001 leaving behind her two sons namely Chiranjib Das and Sanjib Das , two daughters namely Renuka Das and Ila Pal and the wife and children of the pre-deceased son Chittaranjan Das.
- (11) That the wife of Chittaranjan Das namely Maya Das died intestate on 25th March, 2008 leaving behind her one son namely Subrata Das and one daughter namely Mukta Dutta being her legal heirs who are entitled to the share of Chittaranjan Das in respect of the said land.
- (12) That upon the death of Rasik Chandra Das, Usha Rani Das and Maya Das, the said land measuring 14.80 decimal lying and situate at Mouza – Mallikerbag, J.L. No. 1, Pargana – Haveli Sahar, R.S. Dag

Nos. 47, 36, 47/406 (corresponding to L.R. Dag Nos. 275, 271 and 278), Khatian No. 130, 962 registered in the office of Naihati Sub Registry Office within Ward No. 2 of Halisahar Municipality (hereinafter referred to as the `said property') and morefully mentioned in the SCHEDULE hereunder written devolved upon the following persons :-

I. Chiranjib Das	:	1/5 th share
II. Sanjib Das	:	1/5 th share
III. Subrata Das & Mukta Dutta	:	1/5 th share
IV. Renuka Das	:	1/5 th share
V. Ila Pal	:	1/5 th share

- (13) That Renuka Das and Ila Pal each bequeathed their respective share in the said property in equal shares and the said Mukta Dutta also bequeathed her share in the said property in favour of the vendor No. 3 herein through a registered Deed of Gift executed on 26th February, 2015 and the said Deed of Gift was registered in the Office of ADSR Naihati and recorded in Book No. I, CD Volume No. 4, pages 4634 to 4651, being Deed No. 01411 for the year 2015.
- (14) That consequent upon execution and registration of the said Deed of Gift, the vendors herein became the owner of the said property, each having undivided 1/3rd share thereof and the names of the said vendors have also been mutated in the records of the Halisahar Municipality.
- (15) In the manner aforesaid the First Part herein became the absolute joint OWNERS of **ALL THAT** the piece and parcel of revenue free land measuring about 14.80 Decimals (equivalent to 8.954 Cottah) be little more or less together with two storied brick built up building lying and situate in Mouza-Mallicker Bag, J.L. No. 1, R.S. Dag No. 36, 47, 47/406, Corresponding L.R. Dag No. 271, 275 and 278, Khatian No. 130, 962, Holding No. 91/142/32 Gola Bati G. P. Road, under Halisahar Municipality, Ward No. 2, P.S. Bizpur, District-North 24 Parganas, hereinafter referred to as the said **PROPERTY/PREMISES** (morefully described in the First Schedule hereunder written) and sufficiently seized & possessed of the said property free from all encumbrances, charges, liens, lispence, attachment, trust, whatsoever and howsoever.
- (16) The Owners have approached the abovenamed Developer for making construction of a multi-storied building in consideration of 35% built up area of the proposed newly constructed building in full and final settlement only as the total consideration in exchange of the said Property and the Developer will get the entire balance area.
- (17) Relying upon the respective representations of the Owners, and subsequent to joint meetings and discussions, the terms, conditions,

considerations and stipulations that have been mutually agreed, accepted and covenanted between the Owner, therein also described as the Owner, and the Developer, therein also described as the Developer, hereto entered into an Agreement on 25.01.2016 (hereinafter referred to as the said **Development Agreement**) and the said Development Agreement was registered in the Office of the ARA and recorded in Book No. I, CD Volume No. 1904-2016, Page No. 26507 to 26569, being Deed No. 190400664 for the year 2016.

- (18) In terms of the said Development Agreement, the said Owners appointed the Developer for developing the said premises upon constructing new buildings thereon in terms of the sanctioned plan, on the terms and conditions recorded thereunder and further the Owner empowered the Developer to carry out such development effectively and to sell the covered areas and/or saleable areas of the Developer's Allocation to the prospective Purchaser of the units and/or flats and to receive and appropriate the process and/or consideration thereof on account of the Developer more particularly described in the said Development agreement dated 25.01.2016.
- (19) In terms of the said Development Agreement, said Owners granted a power of attorney in favour of **SRI BIKRAM KUMAR SARAF** on **25.01.2016** and the said power of attorney was registered in the office of ARA and recorded in Book No. IV, CD Volume No. 1903-2016, pages no. from 14018 to 14047 being No. 190300512 for the year 2016 (hereinafter referred to as the 'power of attorney granted by the Owners').
- (20) After the said Development Agreement, the Developer herein has caused a Building Plan sanctioned by the Competent Authority i.e. Halisahar Municipality vide No. 86-18 dated 18.08.17 (hereinafter referred to as the said PLAN).
- (21) In pursuance of the said Development Agreement, the Developer, the Confirming Party herein has commenced constructed of multistoried buildings consisting of several self contained Units/commercial space/Constructed portions capable of being held and/or enjoyed independently (hereinafter called the **SAID BUILDING**) as per the said Plan.
- (22) The Owners and the developer has represented as under :
- (a) The Said Land is earmarked for the purpose of development of a residential project, and the said project shall be known as IRED USHA ("Project");
- (b) 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/Promoter regarding the Said Land on which Project is to be constructed have been completed;

- (c) The Halisahar Municipality has granted the commencement certificate to develop the project vide approval dated 26-08-2017 (**please check**) bearing registration no. 86-18;
- (d) The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from Halisahar Municipality. The Promoter agrees and undertakes that it shall not make any change to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- (23) The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____
- (24) The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted FLAT no. _____ ON THEFLOOR, having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ (“Building”) along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ Holding No. 91/142/32 Gola Bati G. P. Road, under Halisahar Municipality, Ward No. 2, P.S. Bizpur, District-North 24 Parganas, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (m) of Section 2 of the Act (hereinafter jointly referred to as the “Apartment/UNIT” more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B);
- (25) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- (26) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- (27) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (28) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified.

- (29) In terms of the said Development Agreement read with the supplementary agreement recording the demarcation of the respective Allocation (both owner's and Developer's allocation) coupled with the registered Power of Attorney granted by the Owners, the Developer is entitled to the constructed area and other areas in the said multi storied building, being the Developer's Allocation.
- (30) The Purchaser being desirous of owning **ALL THAT** the said Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written in the Building approached the Developer to purchase the said unit belong to the Developer as **Developer's Allocation** in terms of the said Development Agreement, to which the Developer agreed to, at or for the consideration and on the terms and conditions hereinafter contained.
- (31) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- (32) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (33) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said UNIT as specified above.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the SAID UNIT as specified in para 24.
- 1.2 The Total Price for the SAID UNIT based on the carpet area is Rs. _____ (Rupees _____) only ("**Total Price**") (Give break up and description):

Block/Building/Tower _____	No.	Rate of Apartment per square feet *
Apartment/ _____	UNIT No.	

Type _____	
Floor _____	
Total Price (in rupees)	

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

[AND] [if/as applicable]

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

Explanation:

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

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

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

- iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall

- make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv. The Total Price of said UNIT includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Plot] and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments, Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule ‘D’ and Schedule ‘E’ (Which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment,

- plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.
- 1.7 [Applicable in case of an apartment] The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:
- i. The Allottee shall have exclusive ownership of the said UNIT;
 - ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - iii. That the computation of the price of the said UNIT includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said UNIT and the Project;

- iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the said UNIT along with _____ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is and independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the said UNIT at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said UNIT as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand demand by the Promoter, within the stipulated

time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____ payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the said UNIT, if any, in

his/her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

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

7. POSSESSION OF THE APARTMENT/ SAID UNIT:

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

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the

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

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the SAID UNIT, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of THE SAID UNIT**– Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the SAID UNIT to the allottee. In case the Allottee fails to take possession within the time provided in para.
- 7.2. such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate* and handing over physical possession of the SAID UNIT to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws; [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].
- 7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

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

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

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER AND THE OWNERS:

The **PROMOTER/DEVELOPER AND THE OWNERS** hereby represents and warrants to the Allottee as follows:

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

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land];
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said UNIT;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said UNIT are valid and subsisting and have been obtained by following due process of law. Further , the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and said UNIT and common areas;
- (vi) The Promoter has the rights to enter into this Agreement and has not committed or omitted to perform any act or thing. Whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said said UNIT which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said said UNIT to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said UNIT to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, imposition, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

8A. REPRESENTATION AND WARRANTIES BY THE DEVELOPER

8A.1 At execution of this Agreement, the Developer has assured and represented to the Purchaser as follows:

- (i) THAT the Developer has entered into a Development Agreement dated 25.01.2016 in respect of the First Schedule property for construction of a Multi storied building thereon.
- (ii) That Developer has obtained a Plan duly sanctioned by the Competent Authority vide No. 86-18 dated 18.08.17 (hereinafter referred to as the said **PLAN**).
- (iii) The Developer further represented to the Purchaser that the said Property is free from all encumbrances.
- (iv) That the said UNIT is part of the Developer's Allocation in terms of the said Development Agreement and the Developer is entitled to sell the said UNIT, for which no separate consent is required from the Owner of the said Property.
- (v) The Developer has agreed to sell and transfer and the Purchaser agrees to purchase **ALL THAT** the said Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided indivisible impartible variable share in the land comprised in the said premises fully described in the **FIRST SCHEDULE** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided indivisible impartible variable share in the Common Areas and Installations morefully and particularly mentioned and described in **PART-I** of the **THIRD SCHEDULE** hereunder written attributable to the said Unit as per Specification mentioned in Part-II of the Third Schedule within the time Limit mentioned in Part-III of the Third Schedule , at or for the consideration mentioned in **PART-I** of the **FIFTH SCHEDULE** hereunder written payable by the Purchaser to the Developer in installments as mentioned in **PART-II** of the

FIFTH SCHEDULE hereunder written and on and subject to the terms and conditions contained herein.

8B. REPRESENTATION AND WARRANTIES BY THE PURCHASER

8B.1 At execution of this Agreement, the PURCHASER has assured and represented to the Developer and the Vendors as follows :

- (i) The PURCHASER shall cause a publication, if necessary, of the proposed transaction in the newspaper.
- (ii) The PURCHASER doth hereby declare that the PURCHASER has perused and inspected photocopies of all papers/ documents/ deeds of title and the sanctioned building plan of the proposed building and made himself satisfied with regard to the title of the property and agreed not to raise question in respect of the said UNIT (along with common facilities and benefits etc.) and the said premises.
- (iii) The Purchaser doth hereby consent and confirm that the Developer shall be at liberty to have the said Building Plan modified and/or altered for construction reconstruction addition and/or alteration to the Buildings or any part thereto and/or for any change of user of any Unit.
- (iv) The Purchaser doth hereby further accepts and confirms that the said Unit is being constructed in accordance with the Building Plan with such sanctionable modifications or alterations therein as may be deemed fit by the Developer or advised by the Architects or directed by the Competent Authority or any other authority and the Purchaser agrees not to raise any objection in respect thereof and shall accept the same and in no event be entitled to any abatement in price or to any compensation on account thereof.
- (v) The Purchaser further agrees that on completion of construction if the measurement of the Said Unit increases/decreases from that of as mentioned in this Agreement, such increase/decrease shall be accepted by the Purchaser as final and binding.
- (vi) The Purchaser shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Building or on other parts of the said premises by the Developer.
- (vii) The Purchaser hereby undertake that the Purchaser shall not object, obstruct and or interfere in respect of sale/transfer of

other flats/car-parking space/spaces to any other intending PURCHASER/buyers.

- (viii) The Purchaser hereby undertakes that the Purchaser shall make the total consideration amount (as mentioned in Part-I of the Fifth Schedule) within the time schedule morefully mentioned in the Part-II of the Fifth schedule hereunder written. It is agreed that timely payment by the Purchaser shall be the essence of the contract.
- (ix) On the basis of terms and conditions and timely payment to be made by the Purchaser as mentioned hereinabove, the purchaser has agreed to purchase and the Developer has agreed to sell the said UNIT, free from all encumbrances charges liens lispensens attachments trusts whatsoever for the consideration and on the terms and conditions morefully hereinafter appearing.

8C. **PROCEDURE**

8C.1 The properties and rights hereby agreed to be sold and conveyed to the Purchaser shall be one lot and shall not be dissociated or dismembered in part or parts in any manner by the Purchaser.

8C .2 **UNIT CONSTRUCTION:** Subject to the Purchaser making payment of the consideration within the due dates stipulated hereunder and complying with his other obligations hereunder contained and subject to force majeure and other reasons beyond the control of the Developer, the Developer will construct complete the construction of and make tenantable or cause to be constructed completed and made tenantable the said Unit in accordance with the Building Plan and in the manner and with the specifications mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written and within the period mentioned in **PART-III** of the withinstated **THIRD SCHEDULE** and shall be at liberty to install and complete the Common Areas and Installations within a reasonable time thereafter.

8C.3 The said Unit shall be constructed in accordance with the Building Permit with such sanctionable modifications or alterations therein as may be deemed fit by the Developer or advised by the Architects or any other authority and the Purchaser agrees not to raise any objection in respect thereof and shall accept the same and in no event be entitled to any abatement in price or to any compensation on account thereof.

8C .4 **POSSESSION AND CONVEYANCE:** Upon making the said Unit tenantable, the Developer shall give a notice thereof to the Purchaser who shall within 15 days of its service, pay the entire balance consideration

and all other amounts and deposits payable by the Purchaser to the Developer for sale of the said Unit and fulfill all his other covenants hereunder and take possession of the said Unit. The Developer shall execute and register the Deed of Conveyance in favour of the Purchaser within 3 months from the date of delivery of possession of the said Unit to the Purchaser.

8C .5 It is expressly agreed understood and clarified as follows:

- (i) the Developer shall not be liable to deliver possession of the said Unit to the Purchaser nor to execute any Deed of Conveyance until such time the Purchaser makes payment of all amounts agreed and required to be paid as may be notified by the Developer or the Maintenance-in-Charge and the Purchaser has fully performed all the terms conditions and covenants of this Agreement on the part of the Purchaser to be observed and performed until then.
- (ii) it will not be necessary for the Developer to complete and install all the Common Areas and Installations before giving the notice to the Purchaser to take possession. The said Unit shall be deemed to be in a tenable condition as soon as the same is completed internally in accordance with the specifications mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written and reasonable ingress and egress and water drainage sewerage and electricity (temporary or permanent) connections are provided in or for the said Unit.
- (iii) the Purchaser's liabilities and obligations towards payment of Common Expenses, rates and taxes and other outgoings payable in respect of the said Unit shall be deemed to have commenced on the date of handing over possession of the said Unit by the Developer.

8C .6 In case upon completion of construction of the said Unit and/or the Building, the area (on saleable area basis or built-up area basis or otherwise) of the said Unit varies from the area stated in the **SECOND SCHEDULE** hereunder written, then the amounts payable under this Agreement by the Purchaser to the Developer, the Maintenance In-charge and others towards consideration money, deposits and/or otherwise shall also vary on a pro-rata basis.

8C.7 It is further expressly agreed that with effect from the date the Developer issues notice to the Purchaser to take possession of the Unit or within 15 days of its service, as mentioned in clause 7.4 above (irrespective

of whether the Purchaser has taken physical possession of the Unit), it shall be deemed that the Developer have complied with all its obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled thereafter to raise any dispute against or claim any amount from the Developer on any account whatsoever.

8C.8 In case of difference between the parties hereto in respect of the measurement of the said Unit and/or the area contained therein and/or the workmanship of the said Unit or the Common Areas and Installations, the Certificate of the said Architects shall be final, conclusive and binding upon the parties hereto and none of the parties shall be entitled to raise any dispute with regard thereto.

8C.9 **RESTRICTIONS ON ALIENATION BEFORE POSSESSION:** Before taking actual physical possession of the said Unit by the Purchaser in terms hereof and before the execution of the Deed of Conveyance in respect of the said Unit in favour of the Purchaser, the Purchaser shall not deal with, let out, encumber, transfer or alienate the said Unit or the rights of the Purchaser hereunder without the consent in writing of the Developer first had and obtained in writing **Provided That** the Purchaser may do so in case the Purchaser pays the entirety of all the balance consideration and other amounts payable hereunder to the Developer and the Maintenance In-charge and is not in any manner in default in observance of his obligations hereunder **And Subject Nevertheless To** the following terms and conditions:

- (i) the Purchaser shall be obliged to take prior consent, in writing, of the Developer for any such nomination transfer letting out or alienation as aforesaid it being expressly made clear that no such nomination transfer letting out or alienation as aforesaid shall be valid without such consent, in writing, of the Developer.
- (ii) Any such nomination transfer letting out or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Purchaser to be observed fulfilled and performed and subject to payment of nomination charges mentioned hereinafter.
- (iii) The Purchaser shall be liable to pay all increase in the municipal rates and taxes and other outgoings as may be occasioned due to aforesaid leasing out or letting out.

- (iv) The Purchaser shall be liable to pay nomination charges @ Rs.150/- Per Sq.ft. area of the said Unit to the developer in the event of nomination in place of the purchaser before execution and registration of Deed of Conveyance in respect of the said Unit.
- (v) The Developer may refuse such permission in the event it appears to the Developer that the said Unit is being sold undervalued or the going rate of other unit or unit in the said building.

8C.10 EXTRAS AND DEPOSITS: In addition to the consideration payable by the Purchaser to the Developer as stated hereinabove the Purchaser shall also pay to the Developer:

- i) the full costs charges and expenses for making any additions or alterations and/or changing, at the request of the Purchaser, any specification with regard to construction of the said Unit and/or for providing at the request of the Purchaser any additional facility and/or utility in or relating to the said Unit in excess of those specified in **PART-II** of the **THIRD SCHEDULE** hereunder written and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to all the Co-owners in the said Building in addition to those mentioned in **PART-I** of the within stated **THIRD SCHEDULE**. All the said costs and charges shall be paid by the Purchaser in full or proportionately as the case may be before the work is commenced or cause to be commenced by the Developer. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Unit to the Purchaser, the Developer shall not be liable for any interest damages compensation etc., that may be suffered by the Purchaser thereby.
- (ii) the proportionate costs, charges, expenses for Transformer **in the Building** (including for wiring, cabling, etc.,) from the WBSEDCL Limited at the rate of Rs. 30/- (Rupees Thirty only) per sq.ft. for each unit.
- (iii) the full amount of Security Deposit and other costs payable to the WBSEDCL Ltd/CESC., for giving direct electric meter in respect of **the said Unit** and proportionate share of the total amount of Security Deposit and other costs payable to the WBSEDCL Ltd., for the electric meters for maintenance

running and operating any of the Common Areas and Installations.

- (iv) the proportionate costs, charges and expenses for purchase and installation of the Generator with its equipments and accessories and providing for supply of power of about 700 Watts for an area of 1000 Sq.ft. during WBSEDCL/CESC power failure at the rate of Rs. 50/- (Rupees Fifty only) per sq.ft. for each unit.
- v) Proportionate costs charges and expenses for formation of the Association being Rs.5, 000/- for each unit.
- vi) Betterment fees, development charges and other levies taxes duties and statutory liabilities that may be charged on the said premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be and other charges.
- vii) The fees and/or legal charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof which shall be equal to Rs. 10000/- (Rupees Ten Thousand only) out of which one-half shall be paid by the Purchaser to the Advocates at or before the execution hereof and the balance one-half on the Purchaser's Liability Commencement Date.
- viii) All stamp fees, registration fees and allied expenses of Rs 10000/- on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof.
- ix) Sinking fund and such other expenses as are necessary or incidental for the maintenance and upkeep of the Building as may be determined by the Developer in its absolute discretion.
- x) Increase and/or escalation in the cost due to force majeure or for works lying stopped for more than 6 (Six) months, proportionately.
- xi) GST or any other tax or levy (excluding Income Tax) payable by the Developer for transfer of the Said Unit to the Purchaser, wholly at such rate as may be applicable.
- x) Sales Tax, if applicable, and/or Service Tax/ GST on construction or transfer of the said Unit.

8C.11 The Purchaser shall also deposit and/or keep deposited 12 months maintenance charges as advance maintenance charges from the date of taking over possession, with the Maintenance In-charge or the Developer, as the case may be, a sum calculated @ Rs. 1.50 per Square feet per month of the super built up area of the said Unit, towards

Common Expenses to remain in deposit with the Developer to meet therefrom, the maintenance charges, municipal rates and taxes and proportionate liability towards the other Common Expenses (including those mentioned in the **FOURTH SCHEDULE** hereunder written) in terms hereof, in the event of default in payment thereof by the Purchaser.

8C.12 It is expressly agreed and understood that in case the exact liability on all or any of the heads mentioned hereinabove cannot be quantified then the payment shall be according to the reasonable estimate of the Developer.

8C.13 Any apportionment of the liability of the Purchaser in respect of any item of expenses, taxes, duties, levies and outgoings payable by the Purchaser hereunder shall be final and binding on the Purchaser.

8C.14 It is further expressly agreed and made clear that the payments and deposits to be made by the Purchaser hereunder shall not carry any interest.

8D. MAINTENANCE

8D.1 MANAGEMENT MAINTENANCE AND COMMON ENJOYMENT: As a matter of necessity, the ownership and enjoyment of the Common Areas and Installations by the Purchaser shall be consistent with the rights and interest of all the Co-owners and in using and enjoying the said Unit and the Common Areas and Installations, the Purchaser binds himself and covenants:-

- (i) to co-operate with the Maintenance In-charge in the management and maintenance of the Building and the said premises and other Common Purposes and formation of the Association.
- (ii) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Building and in particular the Common Areas and installation.
- (iii) to allow the Developer and the Maintenance In-charge and their authorized representatives with or without workmen to enter into the said Unit at all reasonable times for construction and completion of the Building and the Common Purposes and to view and examine the state and condition

thereof and make good all defects decays and want of repair in the said Unit within seven days of giving of a notice in writing by the Developer/Maintenance In-charge to the Purchaser thereabout.

- (iv) to use the said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes (not to use as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Developer first had and obtained it being expressly agreed that such restriction on the Purchaser shall not in any way restrict the right of the Developer to use or permit any other Unit or portion of the said Building to be used for non-residential purposes.
- (v) unless the right of parking motor car is expressly granted and mentioned in the **SECOND SCHEDULE** hereunder written, the Purchaser shall not park or allow or permit to be parked by his employees agents visitors guests customers etc. any motor car, two wheeler vehicle or any other vehicle at any place in the said premises (including at the open space surrounding the Building) **AND** if the right to park car is so expressly granted and mentioned in the withinstated **SECOND SCHEDULE** the Purchaser shall use only the Car Parking Space so granted and that too only for the purpose of parking of one medium sized motor car without obstructing ingress and egress of other Cars of the Co-owners.
- (vi) not to use the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
- (vii) use the Common Areas and Installations only to the extent required for ingress to and egress from the said Unit of men, materials and utilities.
- (viii) keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions or encroachments and in a clean and orderly manner and not store or allow any one to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other Common Areas of the said premises.
- (ix) not to claim any right whatsoever or howsoever over any Unit or portion in the Building save the said Unit.

- (x) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Building save at the place as may be approved or provided by the Developer **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the said Unit.
- (xi) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or may cause any increase in the premium payable in respect thereof.
- (xii) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (xiii) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the staircase, lobby, landings, pathways, passages or in any other Common Areas of the Building nor into lavatories, cisterns, water or soil pipes serving the said Building nor in the said Roof nor allow or permit any one to do so.
- (xiv) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the said building.
- (xv) To keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the said building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around the said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said Unit. In particular and without prejudice to the generality of the foregoing, the Purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the said Unit or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (xvi) Not to let out the parking space, if the right of parking car is granted hereunder independent of the said Unit nor vice versa.

- (xvii) Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral trade or activity in or through the said Unit.

- (xviii) To maintain at his own costs, the said Unit in the same good condition state and order in which it be delivered to him and abide by all laws bye-laws rules regulations and restrictions of the Government, Police Authority, Fire Department, Authorised Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, The Officer under the West Bengal Building Tax Act, 1996 and/or any statutory authority and/or local bodies as regards user and maintenance of the Building and to make such additions and alterations in or about or relating to the said Unit and/or the said Building as be required to be carried out by them or any of them, independently or in common with the other Co-owners as the case may be without holding the Developer or any of them in any manner liable or responsible therefor and to pay all costs and expenses therefore wholly or proportionately as the case may be and to be answerable and responsible for all deviation or violation of any of the conditions or rules or bye-laws and to observe and perform all terms and conditions contained herein.

- (xix) To apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the competent authority.

- (xx) To sign and deliver to the Developer all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Unit from the WBSEDCL Ltd. in the name of the Purchaser. Until separate electric meter in respect of the said Unit be obtained, the Developer shall provide or cause to be provided reasonable quantum of electricity from the sources of the Developer and install at the cost of the Purchaser an electric sub-meter in or for the said Unit and the Purchaser shall pay all charges for electricity consumed in or relating to the said Unit.

- (xxi) To bear and pay and discharge, the following expenses and outgoings:-
 - (a) Property rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to the Statutory Authority Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Developer the proportionate share of all such rates and taxes assessed on the said premises.

 - (b) All other taxes impositions levies cess and outgoings (including Building Tax under the West Bengal Building

Tax Act, 1996, if payable) whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Building or the said premises and whether demanded from or payable by the Purchaser or the Developer or any of them and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the Building or the said premises.

- (c) Electricity charges for electricity consumed in or relating to the said Unit and the same shall be paid to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Unit by the Developer at such rate at which the Developer are liable to pay the same to the WBSEDCL Limited **Provided That** upon WBSEDCL Limited providing separate electricity meter/connection for the said Unit the Purchaser shall pay the electric charges directly to WBSEDCL Limited.
 - (d) Charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
 - (e) Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay in advance to the Maintenance In-charge, the maintenance charges calculated @ Re.1.50 only per Square feet per month of the super built up area of the said Unit within seven days of each calendar month. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
 - (f) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- (xxii) To observe such other covenants as be deemed reasonable by the Developer from time to time for the Common Purposes.

8D.2 From the Date of Possession the Purchaser covenants:

- (a) To co-operate with the Developer and/or the Maintenance In-Charge in the management and maintenance of the Said Building constructed in the Said Premises and undertake to pay the share(s) of deposits, subscription and such fees and charges as may be levied and decided by the Developer and/or the Maintenance-In-Charge.
- b) To observe the Rules and Regulations framed from time to time either by the Developer and/or the Maintenance-In-Charge for the common purpose.
- c) To allow the Developer and/or the Maintenance-In-Charge with or without the workmen to enter into the Said Unit for completion, repairs and for the common purpose.
- d) To pay and bear the Common Expenses more fully described in the 4th Schedule hereto, electricity and other utility charges and outgoings for the Said Unit, wholly and the Common Areas, proportionately.
- e) To pay and bear the municipal rates, taxes, levies and other outgoings relating to the new building, proportionately PROVIDED the same relate to the period commencing from the Date of Possession till the assessment of the Said Unit as a separate unit.
- f) To pay and bear the municipal rates, taxes, levies and other outgoings relating to the Said Unit wholly.
- (g) Not to let out or part with possession of the Said Unit before giving prior intimation in writing to the Developer and/or the Maintenance-In-Charge of the full particulars of the intended occupant and rent and all other charges and benefits receivable by the Purchaser in respect of the Said Unit (to the extent necessary for assessment of the liability for rates, taxes and other impositions) until separate assessment of the Said Unit (for the purpose of municipal tax) has been done in the name of the Purchaser.
- (h) Not to use the Said Unit or permit the same to be used for any purpose other than RESIDENTIAL nor for any illegal or immoral purpose.

- (i) The exterior of the Said Unit shall not be decorated or redecorated otherwise than in the manner agreed to with the Developer and/or the Maintenance-In-Charge in writing and in accordance with the general scheme of the new building.
- (j) No external wireless or television antenna/dish shall be erected.
- (k) Not to sub-divide the Said Unit and/or the car parking space.
- (l) To use the car parking space(s) only for the purpose of parking of the cars and not to use the same for any other purpose whatsoever.
- (m) Not to place or store in the Common Areas or in the common corridors any goods or things whatsoever nor erect any cupboard nor create any obligation etc.
- (n) To observe and conform to all regulations and restrictions made by the Developer and/or the Maintenance-In-Charge from time to time for the proper management and maintenance of the Building.
- (o) Not to bring or permit to remain upon the Said Unit any machinery, goods or other articles which shall or may strain or damage any part of the Common Areas or the Said Building.
- (p) Not to shift or obstruct any windows nor put any extra / box grills.
- (q) Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Developer and/or the Maintenance-In-Charge.
- (r) Not to throw any rubbish save to such extent and at such place or places as be permitted and specified by the Developer and/or the Maintenance-In-Charge.

(s) Not to do anything whereby the other unit owners or the co-PURCHASER or the co-transferees are obstructed in or prevented from enjoying their respective units, quietly and exclusively.

(t) Not to claim any right over the space(s) earmarked and/or reserved by the Developer and/or the Maintenance-In-Charge for open car parking space(s) or for any other common or exclusive purpose.

(u) To keep the Said Unit in good state of repairs and condition and to carry out necessary repairs or replacements as and when required.

(v) Not to put any articles including nameplate and letter box save at the place approved or provided therefore by the Developer and/or the Maintenance-In-Charge.

(w) Not to bring nor store in the Said Unit any article or substances of combustible inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.

(x) Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the Said Unit or the Said Building in the Said Premises or any part thereof.

(y) To observe such other covenants as be deemed reasonable.

(z) Not to make any hole either to the beams or to the pillars nor put any weight/load on the beams and pillars.

(aa) Not to shift or change the location of the outdoor unit of the air conditioner(s) and/or exhaust fan(s), installed by the Developer under any circumstances, without the previous written consent of the Developer and/or the Maintenance-In-Charge.

8 D.3 At the request of the Purchaser, the Developer and/or the Maintenance-In-Charge may at its option and subject to such conditions as it may deem fit, allow the Purchaser to have temporary access to the Said Unit for interiors and furniture works at its own costs PROVIDED THAT the Purchaser has made full payment of the Sale Price, Extras and Deposits and has also completed the registration of the Said Unit. The Purchaser shall complete the interiors and furniture works without disturbing or causing inconvenience to the Developer and/or the Maintenance-In-Charge or PURCHASER / occupants of other Units and without making any change in the structure and construction of the Said Unit. During such period the Seller shall continue to be in possession of the Said Unit and the Purchaser shall only have a revocable and temporary license to have access to the Said Unit for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the Said Unit, till possession is given by the Developer by issuing the notice of possession.

8 D.4 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of a demand being made by the Maintenance In-charge. All payments required to be made to any authority or person shall be payable by the Purchaser directly within the due date of such payment. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the said Unit or in the letter box in the Ground Floor of the said building and earmarked for the said Unit.

8 D.5 Upon transfer of all the units to the Co-owners or at the sole discretion of the Developer, earlier, the Association shall be formed of the Co-owners for the Common Purposes and the Co-owners shall be made the members thereof each having voting rights therein equivalent to one vote per Unit **it being clarified** that in case there be more than one Purchaser of one Unit then only one of such Purchaser who is nominated amongst them shall be entitled to have voting right equivalent to one vote.

8 D.6 The rules and regulations and/or bye laws of the said Association shall not be inconsistent herewith.

8 D.7 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser

shall be liable to pay to the Maintenance In-charge interest at the rate of 18% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) disconnect the supply of electricity to the said Unit from common meter.
- (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser and his employees customers agents tenants or licencees and/or the said Unit.
- (iii) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Unit.

8E- MISCELLANEOUS:

8E.1 The open areas in the Building in the Said Premises (including all car parking spaces) not required for ingress to or egress from the Said Unit and/or the areas which do not form part of the Common Areas will be the exclusive property of the Developer with absolute right to sell, transfer and/or otherwise dispose of the same or any part thereof.

8E.2 Notwithstanding what has been contained in this Agreement anywhere, the Purchaser's right, title and interest is confined to the Said Unit absolutely with a free right to ingress to and egress from the Said Unit and further right on the undivided proportionate impartible share in the land beneath the Said building/Premises without having any right on any future sanction that may be given in the Said Premises by the competent authority, whether on the existing buildings or otherwise.

8E.3 The Purchaser hereby confirms, assures and affirms that he/she/they/it will not put any obstruction of any nature whatsoever or howsoever on the construction that may be made by the Developer and/or the Maintenance-in-Charge in case further sanction is given by the competent authority in the Said Premises nor on sale of these additional areas to third parties. The Purchaser is neither entitled to nor eligible in any manner whatsoever to any right or interest in or on any subsequent sanction that may be given by the Competent Authority in the Said Premises and constructions to be made thereon. The Seller shall have the exclusive right over all further constructions on the basis of any such further sanction by the Competent Authority.

8E.4 In all matters relating to construction, measurement and specification, decision of the Architect shall be final and binding on the parties.

8E.5 Car Parking Space(s), if not earlier identified for the unit holders, shall be identified before handing over possession of the Said Unit and decision of the Developer in the matter of identification of individual Car Parking Space shall always be treated as final and the Purchaser shall not raise any dispute with regard to such identification or allotment.

8E.6 Natural materials like Vitrified Tiles, wood, sandstone etc. contain veins with inherent structural differences, as a result of which colour and marking caused by their mineral complex composition, cracks, inherent impurities are likely to occur. The Seller shall take every care to ensure construction and completion of the Said Unit as per specifications mentioned herein.

8E.7 The Sale Price, Extras and Deposits and all other charges (including transfer charges/ nomination fees) shall be payable by the Purchaser to the Developer on super built up area of the Said Unit.

8E.8 The Purchaser shall have no connection whatsoever with the PURCHASER of the other units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations irrespective of whether the Developer can procure only a few of them and the Purchaser's obligations and the Developer rights shall in no way be affected or prejudiced thereby.

8E.9 The Purchaser individually or along with the other PURCHASER will not require the Developer or any of them to contribute a proportionate share of the maintenance charges of the units which are not alienated or agreed to be alienated by the Developer.

8E.10 It is agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land.

8E.11 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said premises and/or the said Unit and/or the said Building or on the transfer of the said Unit, the same shall be borne and paid by the Purchaser within 7 days of a demand being made by the Developer without raising any objection thereto.

8E.12 The Developer shall be entitled to apply for and obtain and/or raise financial assistance from Banks, Financial Institutions, Non Banking Financial Institutions towards construction of the Building or any part thereof by way of mortgage or charge of or otherwise creating a lien on the said premises or any part or share thereof and/or any Flat/Unit in the new buildings at the said premises **Provided However That** any such mortgage, charge or lien, if it in anyway relates to the said Unit and/or the said share in the said premises shall be redeemed by the Developer by way of repayment of the loan prior to the execution of Deed of Conveyance by the Developer in favour of the Purchaser in terms hereof.

8E.13 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The Purchaser acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Developer or any of them or their agents, servants or employees other than what is specifically setforth herein.

8E.14 The building shall bear the name “ **I-Red USHA**” or such other name as be decided by the Developer from time to time.

8F : FORCE MAJEURE

8F.1 **FORCE MAJEURE:** The following shall be included in the reasons beyond the control of the Developer for giving possession of the said Unit to the Purchaser:

- (a) storm, tempest, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc.
- (b) strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said premises,

scarcity or non availability of building materials equipments or labourers, local problem, changes in laws for the time being in force resulting in stoppage of construction at the said premises AND THE MATTERS TO WHICH THE DEVELOPER HAS NO DIRECT CONTROL. In such an event neither party shall have any claim on the other for the delay on account of such force majeure.

- (c) In case there be delay in the Developer's fulfilling its obligations for ANY MATTER TO WHICH THE DEVELOPER HAS NO DIRECT CONTROL, the Purchaser shall not have any claim on the DEVELOPER, for the period of delay on account of such force majeure.

8G RIGHTS OF DEVELOPER VIS-À-VIS THE PURCHASER:

8G.1 The space/room under the over-head water tank and lift machine room on the said Roof and all open spaces of or in the said premises and also the constructed space in the Ground Floor of the Building and all open and covered Car Parking Spaces (save one if so and specifically agreed to be granted to the Purchaser hereunder) shall not be nor can be claimed by the Purchaser alongwith or independent of the Co-owner, to be part of or comprised in any Common Areas and Installations and shall belong to and remain the exclusive property of the Developer, and the Developer shall have the full free and exclusive right:

- (i) To use the same in such manner and for such purpose as the Developer may in their absolute discretion deems fit and proper.
- (ii) To make constructions of additional floors, new constructions, additions and/or alterations from time to time thereon or thereto or therein or on any part thereof and to connect all common facilities and utilities in or for the said Building to such constructions and do all acts and things (including erecting of scaffoldings and storing of building materials in the Common Areas of the said premises) for such construction additions alterations and connections as be deemed by the Developer to be expedient for the same (notwithstanding any temporary inconvenience to the Purchaser in using and enjoyment of the said Unit).

(iii) To deal with, transfer, sell and/or part with possession of the same in one or more lots and with or without any constructions thereon or thereto to any person and on such terms and conditions as the Developer in its absolute discretion shall think fit and proper and appropriate the sale proceeds arising thereby.

and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Developer exclusively.

8G.2 The Purchaser shall have the right to use only the Ultimate roof of the Building in common with the Developer and all persons expressly permitted by the Developer or any of them.

8G.3 In particular and without prejudice to the rights of the Developer hereinbefore contained, it is also expressly agreed and recorded as follows:-

- (i) The Developer shall have the right to grant to any person the exclusive right to park his car or scooter or two wheeler or otherwise use and enjoy for any other purposes, the open spaces at the ground level surrounding the Building at the said premises and also the covered spaces in the Ground Floor of the Building (including Parking Spaces not expressly provided for to the Purchaser under this Agreement) in such manner as the Developer shall in their absolute discretion think fit and proper.
- (ii) The Developer shall, notwithstanding anything to the contrary elsewhere herein contained, fully entitled to enclose the open spaces at the ground level surrounding the Building (save and except the common driveway) and use or allow or transfer the same to any person or persons at such consideration and on such terms and conditions as the Developer may deem fit and proper and the Purchaser shall not be entitled to raise any objection with regard thereto and no consent of the Purchaser shall be required.

8G.4 In the event the Developer make any further or additional construction or additions or alterations, the proportionate undivided share of the Purchaser in the land comprised in the said premises as also in the Common Areas and Installations shall stand reduced proportionately and

for that the Purchaser shall not claim any amount from the Developer or any of them.

8G.5 The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;
Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession

of the said UNIT, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said UNIT in favour of the Allottee and refund the money paid to him by the allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

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

10. CONBEYANCE OF THE SAID APARTMENT:

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

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

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

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said UNIT at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said UNIT, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said UNIT and keep the said UNIT, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that

the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said UNIT or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the said UNIT.

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

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

The Parties are entering into this Agreement for the allotment of a said UNIT with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

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

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

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said UNIT and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said UNIT, in case of a transfer, as the

said obligations go along with the said UNIT for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27. FURTHER ASSURANCES:

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

herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

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

29. NOTICE:

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

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter name

_____ (Promoter Address)

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as

the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

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

34. The parties also agreed as follows :

IN WITNESS WHERE OF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence
of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE said
UNIT AND TILE GARAGE/COVERED PARKING (IF
APPLICABLE) ALONG WITH BOUNDARIES IN ALL
FOUR DIRECTIONS

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO :
(Description of the said Property/Premises)
(PROPERTY OWNED BY LAND OWNERS)

ALL THAT the piece and parcel of revenue free land measuring about 14.80 Decimals (Equivalent to 8.954 Cottah Upon physical measurement) be little more or less together with two storied brick built building measuring 500 Sq.ft. (250 Sq.ft ground floor and 250 Sq.ft. first floor) lying and situate in Mouza-Mallicker Bag, J.L. No. 1, R.S. Dag No. 36, 47, 47/406, Corresponding L.R. Dag No. 271, 275 and 278, Khatian No. 130, 962, Holding No. 91/142/32 Gola Bati G. P. Road, under Halisahar Municipality, Ward No. 2, P.S. Bizpur, P.O. Kanchrapara, District-North 24 Parganas, and butted and bounded as under:

ON THE NORTH	:	Property of Rama Nandi and others;
ON THE SOUTH	:	Municipal Road and Property of Basu Das;
ON THE EAST	:	6 feet wide road and property of Narayan Das;
ON THE WEST	:	Municipal Road;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Unit)

ALL THAT the Flat in or portion of the Building being **Unit No. Block - , Flat No.** containing an area of Square feet (super built up area) more or less on the **2nd Floor** (as shown in the map annexed hereto duly bordered in '**RED**' thereon) in the Building known as "**I-Red USHA**" TOGETHER WITH right to park one medium sized motor car at such Open place in the premises as be expressly demarcated by the Developer at or before the date of possession.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

(Common Areas & Installations- common to the Co-owners)

1. Staircases, lobby and landings having windows with standard section of wood and glass panes with stair cover on the ultimate roof.
2. Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lift.
3. Electrical installations with main switches and meters and space required therefore.
4. 4/5 passenger lifts with all machinery accessories and equipment (including lift machine room) and lift well for installing the same.
5. Water pump with electric motor.
6. Overhead water tank and underground water reservoir with distribution pipes therefrom connecting to different units and from the underground water reservoir to the over-head water tank.
7. Water waste and sewage evacuation pipes from all or any of the units to drains and sewers common to the Building
8. Ultimate roof of building

PART-II

(Specifications for construction of the Building and Fittings and fixtures to be provided in the Unit)

- Foundation: RCC strip footing with anti-termite treatment in foundation.
- Structure: RCC framed structure with 10” and 8” masonry walls and 5” masonry partition walls.
- Walls & Ceiling:
 - Internal : AAC Block-Brick wall with plaster of paris finish.
 - External : AAC Block-Brick wall with surface texture / acrylic paints finish.
- Entrance: Block board Flush doors.
- Toilet: Doors (Block board or PVC or similar type)

- Fittings: Necessary lock and accessories will be provided on main gate.
- Windows: Wood/Aluminum Sectional glass panel and locking arrangement.
- Doors: C. P. Flush door shutter with locking arrangement.
- Floor Finish: Vitrified /Tiles finish inside all flats, staircase, landings and floor lobbies; granite finish in main gate, main lobby and lift facia.
- Sanitary:
 - Toilets: Concealed plumbing with hot and cold water lines; white WC, cistern, wash basin with CP fittings.
 - Kitchen: Raised cooking platform of granite; stainless steel sink; glazed tile dado in white base.
- Water supply: Through Over head Water tanks.
- Electrical: Concealed conduit wiring with copper conductors; AC plug point in one bedroom and drawing room; Geyser point in toilet; exhaust fan point in kitchen; light and fan points in all rooms; electric calling bell point in entrance; TV and telephone outlet; electrical switches.
- Elevators: Semi-automatic lift of reputed make brand or equivalent.
- Extra Facilities
 - (ii) 24 hrs. Generator service.
 - (iii) 24 hrs. water supply.

Note: Subject to change without notice at the discretion of the Architects.

PART-III
(Period of construction of Unit)

Subject to the other terms and conditions of the Agreement, the said Unit described in the **SECOND SCHEDULE** hereto is expected to be constructed and completed within **36 (Thirty six) months** from this agreement with a provision for extension of another period of 6 months.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the Common Areas, machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Building).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lift, water pump with motor etc.).
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Developer or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any Unit).
6. **INSURANCE:** Insurance premium for insurance of the Building for insuring the said building against defect, earthquake, damage, fire, lightning, mob, violence, civil commotion and any other risks, if insured by the Developer.
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer or its nominee and/or the Association for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Consideration)

PART-I

The consideration payable by the Purchaser to the Developer for sale of the said Unit and proportionate undivided share in the Common Areas and installation and the said share in the said premises shall be as follows:-

(i)	Consideration money for the said Unit	Rs.
(ii)	Consideration money for the grant of right for parking of one Motor Car	As applicable
(iii)	GST payable as applicable (to be billed separately)	As applicable
	Total	Rs + GST and other charges

PART-II

The amount mentioned in **PART-I** hereinabove shall be paid by the Purchaser to the Developer in installments as follows:

On Application/Booking	51,000/- + GST
On Execution of Agreement for Sale	10% of Total Consideration + GST less application money
On Commencement of Piling/foundation	15% of Total Consideration + GST
On Completion of Ground Floor Roof Casting	15% of Total Consideration + GST
On Completion of 1 st Floor Roof Casting	10% of Total Consideration + GST

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED OWNERS

above named.

1.

SIGNATURE OF THE OWNERS

(As a constituted attorney of Land Owners)

2.

SIGNED, SEALED AND DELIVERED

DEVELOPER above named.

SIGNATURE OF THE DEVELOPER

SIGNED, SEALED AND DELIVERED Purchaser

above named.

1.

SIGNATURE OF THE PURCHASER

2.