

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**Agreement**”) executed on this _____ day of _____, 2018.

By and Between

MOON RAKER CONSTRUCTION (P) LTD. (CIN NO: (CIN: U70200WB1988PTC044993) (**PAN AABCM9002K**) a company incorporated under the provisions of the Companies Act (1956 or 2013, as the case may be) having its registered office at 11, Crooked Lane, Kolkata 700 069, , P.S Hare Street , P.O Esplanade, represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the FIRST PART.

AND

(1) **JAYGRIH NIRMAN (P) LTD.** (PAN AAACJ7480J(CIN: **U70101WB1988PTC043636**)); (2) **PAHARI CONSTRUCTION (P) LTD.** (CIN: **U70101WB1989PTC046835**) (PAN AABCP7480K); (3) **RUPALI UDYOG (P) LTD.** (CIN: **U15114WB1985PTC039873**)((PAN AACCR3932M); (4) **ARCHANA PROPERTIES (P) LTD.** (CIN: **U70109WB1999PTC089618**) (PAN AADCA9711E); (5) **GANAPATI NIWAS (P) LTD.** (CIN: **U45201WB1996PTC081016**) (PAN AABCG9069K) (6) **MOON RAKER CONSTRUCTION (P) LTD.** (CIN: U70200WB1988PTC044993) (**PAN AABCM9002K**);, (7) **SRI PAWAN KUMAR KAJARIA**, (PAN AFUPK1601G), S/O Sri Jugal Kishore Kajaria, having its office at 11, Crooked Lane, Kolkata- 700040, collectively hereinafter referred to as the OWNERS (which expression shall mean and include its successors-in-interest and/or assigns) of the SECOND PART ;

AND

1). Mr. (PAN.....) son of by occupation service by nationality Indian and 2) Mrs. (PAN) wife of by occupation house lady by Indian, both residing at collectively hereinafter referred to as the PURCHASERS (which expression shall mean and include his / her / its successors-in-interest and/or assigns) of the THIRD PART.

DEFINITIONS:

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

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

WHEREAS:

A. The Owners are the absolute and lawful owners of piece or parcel of land comprised in R.S Dag no. 181(P) Mouza Ray nagar , JL No : 47, South 24 Pargana, now part of no 486, Ray Nagar, Kolkata 700070, within ward no 112 of KMC P.S bansdrone measuring 9 Kottah 11 chittack (equivalent to -----sqmeters) vide sale deed dated 21.5.2012 registered as deed no 5476 of 2012 registered with A.R , A.I Kolkata

- B. The Owners and the Promoter have entered into a (collaboration development/joint development) agreement dated 5/10/18.
- C. The Said Land is earmarked for the purpose of building a (commercial/residential) project comprising multistoried apartment buildings and (insert any other components of the Project) and the said project shall be known as (“Project”)
- D. The Promoter has already completed a project on the adjoining land measuring 37 Kottahs also known as Vishnu Regency No 486, Ray Nagar, Kolkata 700070 comprising of Blocks I,II,and III in collaboration with the similar Owners and now extending the said project by construction of Block IV on the land measuring 9 Kottahs 11 Chittack as per the extension programme by combining the Block IV with the existing completing project.
- E. The promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the promoter regarding the said land on which project is to be constructed have been completed.
- F. The Kolkata Municipal Corporation has granted the commencement certificate to develop the project vide approval dated 2017110149 dated 05/12/2017.
- G. 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 K.M.C . The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- H. The promoter has registered the project under the provisions of the Act with the West Bengal Housing industry Regulatory Authority at.....on under registration no.....
- I. The Allotee had applied for an apartment in the project vide application no.....dated and has been allotted apartment no..... having carpet area ofsquare feet, type, on floor in (tower/block/building) no.....(building) along with garage/covered parking no in the (please insert the location of the garage/covered parking) as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause(m) of section 2 of the Act (hereinafter referred to as the “

Apartment” more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B);

- J. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein:
- K. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the Phase –I of the project and the other phases including the other phase of the project to which this Agreement relates.

- L. 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 the applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- M. The Allottee has been made aware and has unconditionally agreed that the occupants of apartments in other phases of the Project shall also have complete and unhindered access to all Common Areas, as morefully described in the **SCHEDULE A** hereunder written as also to all amenities and facilities of Phase – I of the Project and/or the Project which are meant or allowed by the Promoter for use and enjoyment by other parties, as the case may be

- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable) as specified in Para G.

NOW THEREFORE, in consideration of the mutual representations, covenants,

assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the (Apartment/Plot)

As specified in Para I

1.2 The Total Price for the (Apartment/Flat) based on the Chargable Area is Rs. (Rupees ___ only) ("**TOTAL PRICE**")(**Give break up and description**):

Block / Building/Tower No	Rate of Apartment per square feet*
Apartment No.	
Carpet Area	
Type	
Floor	
GST	
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	
Garage/Covered Parking-2	
Total price(in rupees)	

- (i) The Total price above includes the booking amount paid by the allottee to the promoter towards the [‘Apartment/Plot]
- (ii) The total price above does not include 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(/) above and the Allottee shall make payment demanded by the promoter within the time and in the manner specified therein. In addition , the promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ levies etc. have been imposed or become effective:
- (iv) The total price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment , lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas , maintenance charges as per para II etc. and includes cost 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, if any, payable to the competent authority and/or any other increase, if any, in charges which may be levied or imposed by the competent authority, if any, from time to time till such time the Phase - IV is completed. 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 also enclose the relevant 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 Phase – IV of the Project and/or of the Project, as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Phase – IV of the Project and or to the Project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee shall make the payment as per the payment plan set out in Schedule “C” (Payment Plan)
- 1.5 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, amenities described herein in the **SCHEDULE ‘D’(Part I & II) Part I** where of relates to the particular Apartment and part II relates to the entire complex (which shall be in conformity with the advertisement/prospectus. Etc. on the basis of which sale if effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per provisions of the Act:

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

The Promoter shall confirm to the Allottee 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 beyond 3% then, the Promoters shall refund the excess money paid by the Allottee within 45 days from when such an excess amount was paid by the allottee. If there is any increase in the carpet area, which is not more than 3% (three percent) of the carpet area of the apartment, allotted to the Allottee, the promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule 'C' . All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.7.1 Apart from the total pricec herein mentioned the Allottee shall also be liable to certain extra costs and deposits as set forth under Schedule ' E' below.

1.7.2 The extra cost would be appropriated towards costs but the deposits would be carried forward and would be adjusted at actual and any surplus thereof would be transferred the Allocation.

1.7 Subject to Para 9.3 the Promoter agrees and acknowledges, that the Allottee shall have the right to the[Apartment/Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the

association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with building outer paint, stone, tiles, doors, windows, fire-detection and fire-fighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the project.
- (iv) The Allottee has the right to visit the project site to access the extent of development of the Project and his Apartment/Plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot];along withgarage /covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project covering the said land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the 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 thereof by such authority or person.

- 1.11 The Allottee has paid a sum of Rs. ____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the payment plan [Schedule 'C'] as may be demanded by the Promoter within the time and in the manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter within the stipulated time as mentioned in the Payment plan [through A/c payee cheque/demand drafts/bankers cheque or online payment { as applicable} in favour of..... Payable at.....

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) /modification(s) made thereof and all other applicable laws

including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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, the he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the [Apartment/Plot], if any, in the 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 project with the Authority and towards handing over the [Apartment/Plot] to the Allottee and the Common Areas to the association of allottees

or the competent authority, as the case may be.

6 CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/ Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the promoter. The Promoter shall develop the project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to the terms in this agreement. The Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the 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 Promoters shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT/PLOT:

7.1 Schedule for possession of the Said Unit [APARTMENT/PLOT] - The Promoter agrees and understands that timely delivery of possession of the [APARTMENT/PLOT] to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [APARTMENT/PLOT] along with ready and complete Common Areas with all specifications, amenities and facilities of the project in place on theunless 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 is delayed due to the the “**FORCE MAJEURE**” conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the [APARTMENT/PLOT]

provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that,

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

7.3 Failure of the Allottee to take Possession of [APARTMENT/PLOT] - Upon receiving a written intimation from the promoter as per para 7.2, the Allottee shall take possession of the [APARTMENT/PLOT] from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [APARTMENT/PLOT] to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2

7.4 Possession by the Allottee: After obtaining the occupancy certificate* and the handing over physical possession of the [APARTMENT/PLOT] to the Allottee it shall be the responsibility of the Promoter to handover the necessary documents and plans, including Common Areas of the Project to the association of allottees or the competent authority, as the case may be , as per the local laws

Provided that, in the absence of any local law, the promoter shall hand over 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/ her/ its allotment in the Project as provided in the Act.

Provided that, where the Allottee proposes to cancel/withdraw from project without any fault of the Promoter, the Promoter herein shall be 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 claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the [APARTMENT/PLOT] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or(ii) due to discontinuance of this business as a Promoter on account of suspension or revocation of registration under the Act; or for any other reason; the Promoter shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from project, without prejudice to any other remedy available, to return the total amount

received by him in respect of the [APARTMENT/PLOT] with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

7.7 The Allottee after obtaining possession of the Apartment shall be subject to and liable to observe and/ or abide by certain House rules and/or restrictions as set forth under Schedule ‘ F’ below

8 REPRESENTATION AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represent and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said land or the Project
- (iv) There are no litigations pending before any court of law or Authority with respect to the said land , project or the [APARTMENT/PLOT]
- (v) All approvals , licenses and permits issued by the competent authorities with respect to the project, said land and [APARTMENT/PLOT] are valid and subsisting and have been obtained by following due process of law. Further , the promoter has been and shall, all the times, remain to be in compliance with all applicable laws in relation to the project, said land, building and [APARTMENT/PLOT] and common areas.
- (vi) The promoter has the right to enter into this Agreement and has 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 other person or party with respect to the said land including the project and the said [APARTMENT/PLOT] which will, in any manner, affect the rights of allottee under this agreement.
- (viii) The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said [APARTMENT/PLOT] to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the promoter shall hand over lawful, vacant, peaceful, physical possession of the [APARTMENT/PLOT] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be.
- (x) The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property.
- (xi) This promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges, and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building as the case may be, along with common area (equipped with all the specifications, amenities and facilities) has been handed over to Allottee and the association of Allottees or the competent authority, as the case may be:
- (xii) No Adverse notice from the Government or any local body or authority or any legislative enactment, government ordinance, order notification (including any notice for accusation or requisition of the said property) has been received by or served upon the promoter in respect of the said land and/or the project.

9. EVENT OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to provide ready to move in possession of the [Apartment/plot] to the Allottee within the time period specified in Para 7.1 or fails to complete project within the stipulated time disclosed at the time of registration of project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of 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, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter as demanded by the promoter. If the Allottee stops making payments, the Promoter shall correct the situation by restart/completing the construction milestone 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 within 90 days of receiving the termination notice,

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment/plot which shall be paid by the promoter to the Allottee within 45 days of it becoming due.

9.3 The Allottee shall be considered under 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 the Allottee under the condition listed above continues for a period beyond..... consecutive months after notice from the Promoter in this regard, the promoter may cancel the allotment of the Apartment/plot in favour of the Allottee and refund the money paid him by the Allottee by deducting the *Booking* amount and maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the total price of the [Apartment/Plot]

10. CONVEYANCE OF THE SAID UNIT:

The Promoter on Receipt of total price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/ plot] together with proportionate 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 Allotee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. However, in case the Allotee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allotee 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 Allotee.

11. MAINTENANCE OF THE 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 Allotees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the total price of the Apartment/Plot

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allotee from the Date of handing over possession, or *Completion date of Project*, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allotee 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 allotees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allotees and/or maintenance agency to enter into the Apartment/Plot or any part thereof, after due notice and during the normal working

hours, unless the circumstances warrant otherwise with a view to set right any defect.

14. USAGE

USE OF SERVICE AREAS:

The service areas, if any, as located within the project name, shall be ear-marked for purpose 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, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in anyn manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by thr Allottees for rendering maintenacce services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [APARTMENT/PLOT] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the [APARTMENT/PLOT], or the staircases, lifts, common passages, corridors, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [APARTMENT/PLOT] and keep the [APARTMENT/PLOT], its walls and partitions, sewers, drains, pipe and appurtenances there to 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 anyway damaged or jeopardized..

15.2 The Allottee further undertakes, assures and guarantees that the he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the project buildings therein or Common Areas. The Allottees shall also not change the colour

scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Unit or place any heavy material in the common passages or staircase of the building of the Project. The Allottee shall also not remove any wall, including the outer and load bearing wall of the apartment/Plot.

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

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

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

17. ADDITIONAL CONSTRUCTION

The Promoter undertakes that it has the 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 this Act.

18. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

has taken or agreed to take the [Apartment/Plot/Building].

19. APARTMENT OWNERSHIP ACT [OR THE RELEVANT STATE ACT]

The Promoter have assured the Allottee that the Project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 The promoter showing compliance of various laws/regulations as applicable in.

20. BINDING EFFECT:

Forwarding of this Agreement to the Allottee by the Promoters 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-register) as and when intimated by the Promoter.If the Allottee (s)fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the sub Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21 ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment/PLOT and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment/Plot, in case of a transfer, as the said obligations go along with the Apartment/PLOT for all intents and purposes.

24. WAIVER NOT LIMITATION TO ENFORCE:

- a. 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 be binding on the Promoter to exercise such discretion in the case of other allottees .
- b. 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 *chargable* area of the Apartment/PLOT bears to the total *chargable* area of all Apartments/Plots in the project.

27. FURTHER ASSURANCES:

The Parties agree that they shall execute, acknowledge and deliver to the others 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 complete only upon its execution by the Promoters through their respective authorized signatory at the promoter's office , or at some other place, which may be mutually agreed between the Promoter and the Allottee inafter the Agreement is duly executed by the Allottee and the Promoters or Simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at..... (specify the address of the sub-registrar) Hence this Agreement shall be deemed to have been executed at

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter

by Registered Post at their respective address given in Agreement.

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 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 Promoters 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/building , as the case may be, prior to the execution and registration of this Agreement for Sale for the such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under this Agreement for Sale or under the Act or the rules or the regulations made there under.

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 rules and regulations made thereunder.]

SCHEDULE “A” –

APARTMENT/FLAT NO.....

FLOOR NO.....

CARPET AREA.....

Car parking NO.....

SCHEDULE-B

FLOOR PLAN OF THE PAYMENT

SCHEDULE-C

PART - I

(Consideration)

Consideration payable for the Unit No. is **Rs**/- (Rupees
Only) plus GST.....

PART II

(Schedule of Payment)

At the time Booking

At the time of execution of Agreement

At the time of possession

Total : Rs. /-

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SCHEDULE D
Part I
Specifications of Apartment

STRUCTURE	RCC Framed Structure.
FLOORS	Tiles
DOOR	Quality Wooden Frames and Solid Core Flush Shutters, Decorative Main Door Shutters.
WINDOWS	Aluminum sliding Windows.
STAIR CASE	Stone Finished.
KITCHEN	Kitchen top Granite and Ceramic Tiles above 2 ft of working platform with Stainless Steel Sink.

TOILET	Ceramic Tiles, Dado upto 6 feet height, Provision for Hot & Cold Water Supply System, European Style WC elegant C.P. fittings of Marc or Equivalent Sanitary ware : Cera/ Equivalent Make.
INTERIOR FINISH	Smooth Finish Plaster of Paris on Walls.
OUTER FINISH	Cement Plastered painted with durable weatherproof Paint.
ELECTRICAL	Copper Wire in concealed conduits. Sufficient Light, Fan, Plug point in all Bed Rooms, in Living and Dining rooms.
LIFTS	Kone or equivalent make.

Part II

1. The Foundation Columns Beams Supports Corridors Lobbies Stairs, Stairways Landings Entrances Exits and Pathways Ramp Driveways,
2. Lifts, Lift Pits, Lift Plant Installation, Lift Machine Room,

3. Common Passage and Lobby on Ground Floor excepting car parking area, if any,
4. Tubewell, if any,
5. Water Pump, Water Tank, Water Pipes and other common Plumbing Installation,
6. Transformer if any, Electric Wiring, Motor and Fittings,
7. Drainage and Sewers including Main Holes, Septic Tank etc.,
8. Pump House,
9. Fire Fighting System as stipulated by Fire Directorate, Govt. of West Bengal including Water Tank if any.
10. Letter Boxes,
11. Boundary Walls and Main Gates,
12. Intercom Systems,
13. Portion of the roof comprising of overhead water reservoir and lift machine room,
14. Water Filtration Plant at an additional cost to be shared by all the Purchasers of the flats proportionately pro-rata,
15. Generator in the Complex at an additional cost to be shared by all the Purchaser of the flats proportionately pro-rata.
16. Such other Common Parts Areas Equipments Installations Fixtures Fittings Covered and Open Space in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the units and as are specified by the Developer expressly to be the common parts after construction of the building but excluding the other open and/or covered areas or space which can always be used or allowed to be used by the Developer for different

purposes. The Developer shall be entitled to assign and/or transfer the open side spaces by way of four wheeler or two wheeler parking spaces and the Purchaser undertakes not to object to the same.

SCHEDULE – E

Particulars of charges / deposits (free of interest)

to be kept with the Developer before taking

delivery of possession of the said unit)

- a) Towards proportionate cost incurred for obtaining,
Consulting, and installing of HT/LT Line and for
Security Deposit for electricity connection. @ At Actual.....
- b) Towards maintenance deposit for 12 month @ Rs1.50/- per Sq. Ft.
- c) Towards deposit for corporation rates taxes
and other taxes @ Rs10/- per sq. ft.
- d) Towards sinking fund / Development fund

	and other contribution.	@ Rs 10/- per sq. ft.
e)	Generator Charges	@ At Actuals
f)	Water Filtration Plant	@ At Actuals
g)	Towards Sales tax, excise duty, work contract tax and other taxes GST and or duties as if / may be applicable	@ Actuals/Estimated
h)	Legal charges	Rs. 15000 for 2BHK Rs 25000 for 3BHK

SCHEDULE F

RESTRICTIONS AND OTHER OBLIGATIONS

As from the date of possession of the said unit, the Purchaser agrees and covenants:

- (i) To co-operate with the Developer, Maintenance Company and/or Association in the management and maintenance of the said building;
- (ii) To observe the rules or regulations framed from time to time by the Developer, Maintenance Company and/or Association in respect of the said premises and/or the Building;
- (iii) To allow the authorized representatives of the Developer and/or Maintenance Company and/or Association with or without workmen to enter into the said unit for the purpose of maintenance and repairs;
- (iv) To pay the charges of the electricity and other utilities in or relating to the said unit wholly for the said unit and proportionately in relating to the common parts;
- (v) Not to sub-divide the said unit and/or the car parking space, if allotted, or any portion thereof;
- (vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the said unit or in the said building and /or compound or in any portion of the building or in the common parts save at the places indicated therefore;
- (vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said unit or in the common areas and not to block any common areas and not to block any common area of the building in any manner;
- (viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any unit;

- (ix) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the stability of the building or any part thereof;
- (x) Not to fix or install air conditioner/s in the said unit save and except at the place/s which have specified in the said unit for the same;
- (xi) Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or affect any damage to the said unit or to the flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use;
- (xii) Not to damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto;
- (xiii) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exported walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the said unit;
- (xiv) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- (xv) Not to make in the said unit any structural additions and / or alterations such as beams columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and/or any concerned authority;

- (xvi) Not to fix or install any antenna on the roof of the said building or any window antenna;
- (xvii) Not to use the said unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said premises and the neighboring premises and shall not use the said unit for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, clinic, gymnasium godown or as a meeting place or for any manufacturing or industrial activity;
- (xviii) Not to use the car parking space, if any allotted to the Purchaser, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser's own car and not to raise or put up any kutchha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;
- (xix) Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to him/her/them/it, it being clarified that in case the Purchaser has been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicle or combination of vehicles such a four wheeler with a two-wheeler etc.;

- (xx) To use only those common areas as are mentioned in the Fourth Schedule hereto, for ingress and egress to the said unit, in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or space in the building and/or the said premises;
- (xxi) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the said unit in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising therefrom;
- (xxii) Not to put or affix any sign - board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the said unit and/or building save at the place and in the manner expressly permitted in writing by the Developer;
- (xxiii) Not to obstruct or object to the Developer doing or permitting anyone to do any construction, alteration or work in the said premises and/or the building;
- (xxiv) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other units;
- (xxv) The Purchaser shall have only the proportionate right and interest in the common parts of the building (save those reserved unto the Developer and/or Developer) along with the other co- Developers and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Developer and/or Developer or the other co-owners;
- (xxvi) To regularly and punctually pay and discharge to the Developer or the Maintenance Company or the Association or the concerned statutory semi

government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the said unit and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under the Fifth Schedule hereunder written in advance within the 7th (Seventh) day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said unit has been taken or not by the Purchaser;

(xxvii) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer and/or Maintenance Company and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Developer and/or Maintenance Company and/or Association shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same;

(xxviii) So long as each unit in the building is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate whichever is earlier be liable to pay proportionate share of all the rates and taxes assessed on the entirety of the said premises, such proportion to be determined by the Developer on the basis of the area of the said unit.

(xxix) After taking delivery of the said unit, the Purchaser shall take steps to have the said unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;

- (xxx) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses then the Developer and/or the Maintenance Company or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the said unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition the said unit shall be deemed to be charged in favour of the Developer or the Maintenance Company or the Association as the case may be, for all such amounts falling due together with interest;
- (xxxi) In case the Developer and/or Maintenance Company and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Developer, Maintenance Company and/or Association and also interest at the rate of and $\frac{1}{2}$ percent per month for the period of default on all amounts remaining unpaid together with reconnection charges.

IN WITNESS WHERE OF parties hereinabove named have set their respective hands and signed this Agreement for sale at(city/town) 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

photo and sign

(2) SIGNATURE

photo and sign

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

SIGNATURE

Aton.....in the presence of :

WITNESSES

SIGNATURE

(2)SIGNATURE