

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (**AGREEMENT**) is made on this _____ day of _____, Two Thousand and Nineteen (2019).

BY AND BETWEEN

M/s DIVYA DISTRIBUTORS (PAN No. AAGFD0964J and REGISTRATION NO. L73688) a Partnership firm incorporated under The Indian Partnership Act, 1932, having its principle place of business at 10, Clive Row, 2nd Floor, Room-206/4, Police Station- Burra Bazar, Kolkata-700001, represented by its designated partner/authorized signatory _____ (AADHAAR No. _____ and PAN _____), son of _____, residing at _____, hereinafter referred to as "**OWNER/VENDOR/PROMOTER**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partner and partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors, representatives, and administrator of the last surviving partner and his/her/their assigns) of the **FIRST PART**.

AND

[If the Allottee is the company]

_____ (CIN _____), a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory _____ (Aadhaar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees) of the SECOND PART:

[or]

[If the Allottee is the Partnership Firm or a LLP]

_____ a partnership firm (or a Limited Liability Partnership) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at _____ (PAN _____), represented by its authorized Partner, _____ (Aadhaar No. _____) authorized

vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees including those of the respective partners) of the SECOND PART:

[or]

[If the Allottee is an Individual]

(1) Mr./Ms. _____ (Aadhaar No. _____) son/daughter of _____, aged about _____, residing at _____, PAN _____) and (2) Mr. / Ms. _____ (Aadhaar No. _____) son / daughter of _____, aged about _____, residing at _____, PAN no. _____) hereinafter jointly referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, and permitted assignees) of the SECOND PART:

[or]

[If the Allottee is a HUF]

Mr. _____ (PAN _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residing at _____, PAN _____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Heirs, representatives, executors, administrators, successor in interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns) of the SECOND PART:

The **OWNER/VENDOR/PROMOTER** and the **ALLOTTEE(S)** shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

1. **DEFINITIONS:**

For the purpose of this agreement for sale, unless the context otherwise requires,-

1.1. **"ACT"** means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).

- 1.2. **“RULES”** means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- 1.3. **“REGULATION”** means the Regulations made under The West Bengal Housing Industry Regulation Act 2017.
- 1.4. **“SECTION”** means a section of the Act.
- 1.5. **“ARCHITECT”** shall mean the Architect appointed or to be appointed from time to time by Owner/Vendor/Promoter for the purpose of planning, designing and supervision of the construction of the Project/Complex.
- 1.6. **“ALLOTMENT/BOOKING/AGREEMENT FOR SALE”** shall mean the provisional Allotment/Booking letter and/or this Agreement for sale of the Apartment.
- 1.7. **“BLOCK/BUILDING/TOWER”** shall mean a building consisting of several Apartment Units and other spaces intended for independent or exclusive use.
- 1.8. **“BUILT UP AREA”** shall mean and include the aggregate of the Carpet Area, Balcony Area and the External Wall/Column Area.
- 1.9. **“CARPET AREA”** shall mean net usable floor area of the Apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment.
- 1.10. **“COMMON MAINTENANCE EXPENSES”** shall mean and include all expenses for the maintenance, management, upkeep and administration of the common areas/common parts and facilities and for rendition of services in common to the owners/occupiers of the units/apartments and all other expenses for the common purposes to be contributed borne paid and shared by the owners/occupiers relating to the Project/Complex including those mentioned in **Schedule-E** hereto.
- 1.11. **“COMMON PURPOSES”** shall include the purpose of upkeep, management, maintenance, administration and protection of various

respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Owner/Vendor/Promoter and/or occupants of the respective units and all other purposes or matters in which Association and occupants have common interest relating to blocks or buildings in each of the projects and/or the Complex.

- 1.12. **“COMMON AREAS/Common Parts and Facilities”** shall mean common areas of the Project/Complex including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, darwan/s quarter, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker’s room, toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-owners/Co-lessees and/or Co-occupiers and the entire land in each phase if constructed in future more fully and particularly described in **Schedule - D** hereunder.
- 1.13. **“RESERVED AREAS AND FACILITIES”** shall mean such areas and/or facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the Schedule-E. The Open/Covered/ Multi-level car parking areas (Dependent/ Independent) shall be part of Reserved Areas as well as the grant of exclusive right of use of demarcated garden space in ground floor or a terrace appurtenant to any particular Flat or Building Block to any Allottee(s) of the said Flat plus the Reserved Areas/Rights as defined herein.
- 1.14. **“PARKING SPACE”** shall mean right to use space for parking of car, two wheeler or cycles in the portions of the basement (if any), ground floor level or at other levels / MLCP, whether open or covered or mechanical, of the Complex and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc to be allowed by the Owner/Vendor/Promoter for exclusive use of the Allottee(s) who opts to take it from the Owner/Vendor/Promoter. The specifically allotted Parking Space (Dependent/Independent) to a particular Allottee(s) shall be regarded as Reserved Area to be allotted for the exclusive use by the individual Allottee as decided by the Owner/Vendor/Promoter.

- 1.15. **“PROPORTIONATE SHARE”** will be fixed on the basis of the Carpet area of the Unit purchased in proportion to the Carpet area of all the Flats in the block/building or the Project or the Complex as the case may be PROVIDED THAT where it refers to the share of the Allottee(s) in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- 1.16. **“STRUCTURAL ENGINEER”** shall mean the Engineer appointed or to be appointed from time to time by Owner/Vendor/Promoter for the preparation of the structural design and drawings of the buildings.
- 1.17. **“ALLOTTEE”** in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Owner/Vendor/Promoter, and includes the person who subsequently acquires the paid allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
- 1.18. **“APARTMENT”** whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified;
- 1.19. **“BUILDING”** includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes;
- 1.20. **“COMPETENT AUTHORITY”** means the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;

- 1.21. **“INTERNAL DEVELOPMENT WORKS”** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit, as per sanctioned plans;

W H E R E A S :

A. LAND :

DIVYA DISTRIBUTORS is the sole and absolute **OWNER/VENDOR** of **ALL THAT** piece and parcel of plot of land measuring an area about 45.4545 Cottahs, (more or less), comprised under Mouza- Bhiringi, J. L. No. 68, R. S. Khatian No. 56, Old L. R. Khatian No.9005, New LR Khatian No.9779, R. S. Plot No. 5/2833 corresponding to L. R. Plot No. 89, Sub – Division & Addl. Sub – Registry Office at Durgapur, Police Station- Durgapur, within the local limits of Durgapur Municipal Corporation, within the District of Burdwan, in the State of West Bengal, hereinafter referred to as the said **ENTIRE LAND** and morefully mentioned and described in the **Part – I** of the **SCHEDULE A** hereunder written and demarcated in the lay out plan annexed hereto and marked **Annexure-A**.

B. TITLE :

- i. By one Registered Deed of Conveyance dated 06.09.2011 **DIVYA DISTRIBUTORS** had purchased **ALL THAT** piece and parcel of land, measuring an area about 14 (Fourteen) Cottahs equivalent to 23.1 (Twenty Three point One) decimals (more or less), comprised under Mouza- Bhiringi, J. L. No. 68, R. S. Khatian No. 56, L. R. Khatian No.9005, R. S. Plot No. 5/2833 corresponding to L. R. Plot No. 89, Sub – Division & Addl. Sub – Registry Office at Durgapur, Police Station- Durgapur, within the local limits of Durgapur Municipal Corporation, within the District of Burdwan, also **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Sanjoy Kumar Ghose, son of Late Sunil Kumar Ghose, against a valuable consideration mentioned therein and the same deed of conveyance was registered in the office of the DSR-I at Burdwan, and recorded in Book No. I, CD Volume No.13, Pages from 339 to 355, Being No. 04217 for the year 2011.

- ii. By another Registered Deed of Conveyance dated 06.09.2011 **DIVYA DISTRIBUTORS** had purchased **ALL THAT** piece and parcel of land, measuring an area about 14 (Fourteen) Cottahs equivalent to 23.1 (Twenty Three point One) decimals (more or less), comprised under Mouza- Bhiringi, J. L. No. 68, R. S. Khatian No. 56, L. R. Khatian No.9005, R. S. Plot No. 5/2833 corresponding to L. R. Plot No. 89, Sub – Division & Addl. Sub – Registry Office at Durgapur, Police Station- Durgapur, within the local limits of Durgapur Municipality Corporation, within the District of Burdwan, also **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Dipti Ghose, wife of Late Sunil Kumar Ghose against a valuable consideration mentioned therein and the same deed of conveyance was registered in the office of the DSR-I at Burdwan, and recorded in Book No. I, CD Volume No.13, Pages from 356 to 372, Being No. 04218 for the year 2011.
- iii. By another Registered Deed of Conveyance dated 06.09.2011 **DIVYA DISTRIBUTORS** had purchased **ALL THAT** piece and parcel of land, measuring an area about 17.4545 (Seventeen point Four Five Four Five) Cottahs equivalent to 28.8 (Twenty Eight point Eight) decimals (more or less), comprised under Mouza- Bhiringi, J. L. No. 68, R. S. Khatian No. 56, L. R. Khatian No.9005, R. S. Plot No. 5/2833 corresponding to L. R. Plot No. 89, Sub – Division & Addl. Sub – Registry Office at Durgapur, Police Station- Durgapur, within the local limits of Durgapur Municipality Corporation, within the District of Burdwan, also **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Sucharita Ghose, wife of Sanjoy Kumar Ghose, against a valuable consideration mentioned therein and the same deed of conveyance was registered in the office of the DSR-I at Burdwan, and recorded in Book No. I, CD Volume No.13, Pages from 356 to 372, Being No. 04218 for the year 2011.
- iv. The said **DIVYA DISTRIBUTORS** has become the sole and absolute owner of **ALL THAT** piece and parcel of plot of land measuring an area about 45.4545 Cottahs, (more or less), comprised under Mouza- Bhiringi, J. L. No. 68, R. S. Khatian No. 56, Old L. R. Khatian No.9005, New LR Khatian No.9779, R. S. Plot No. 5/2833 corresponding to L. R. Plot No. 89, Sub – Division & Addl. Sub – Registry Office at Durgapur, Police Station- Durgapur, within the local limits of Durgapur Municipal Corporation, within the District of Burdwan, in the State of West Bengal, i.e. the said **ENTIRE LAND** and morefully mentioned and

described in the Part – I of the **SCHEDULE A** hereunder written and demarcated in the lay out plan annexed hereto and marked **Annexure-A**.

- v. The said **DIVYA DISTRIBUTORS** while seized and possessed of the aforesaid Land measuring an area about 45.4545 Cottahs, more or less, have mutated its name in the record of BL & LRO, Durgapur and had obtained L. R Khatian No. 9779 and are paying taxes regularly.
- vi. The said **DIVYA DISTRIBUTORS** had also mutated its name in the records of Durgapur Municipal Corporation and obtained ID No. 0066857 and Holding No.73/N under Ward No.15 and **DIVYA DISTRIBUTORS** is paying taxes regularly relating to the Land as mentioned above.
- vii. The said Land is free from all sorts of encumbrances, charges, liens, lispendenses, mortgage whatsoever and the **DIVYA DISTRIBUTORS** being the Owner/Vendor herein has got a clear, free and marketable title to the said lands as mentioned hereinabove.

C. DEVELOPMENT :

- i. The **DIVYA DISTRIBUTORS** being the sole and absolute owner of the said Land and while in absolute seized and possessed the said Land free from all sorts of encumbrances, **DIVYA DISTRIBUTORS** being the Owner/Vendor herein has decided to develop the said Land by constructing 2 Towers of G+6 each multi storied residential buildings containing several self contained apartments therein and the said project shall be known as **“DIVYA JYOTI”**.
- ii. The said land is earmarked by the **DIVYA DISTRIBUTORS** for the purpose of building of a residential project, comprising 84 multi storied apartment buildings along with Community Hall, Multi-Gym and Childrens Play Area under the said project namely DIVYA JYOTI and herein after referred to as the said “Project”.
- iii. The **DIVYA DISTRIBUTORS** being **DEVELOPER/ PROMOTER** is fully competent to enter into this Agreement and all the legal formalities with respect to the said Project, DIVYA JYOTI, have been completed.

- iv. The Durgapur Municipal Corporation has granted the Commencement Certificate to develop the said Project vide its approval dated 15.11.2017 bearing Registration No. CB/N-199/16 of 2017-18.
- v. The Owner/Vendor/Promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the said project and also for the apartment or building, as the case may be from Durgapur Municipal Corporation and the Owner/Vendor/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.
- vi. The Owner/Vendor/Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____ .
- vii. The Allottee(s), after satisfying himself/herself/itself/themselves about the title of land, the rights of the Owner/Vendor/Promoter and after inspection of the Plan designs and specifications prepared by the Owner/Vendor/Promoter's Architects and sanctioned by the competent authorities in respect of the said Project and all other permissions necessary for construction and development of the Project, had applied for an apartment in the Project vide application dated _____ and has been allotted the apartment measuring a carpet area of ____ sq. ft. together with a balcony area of ____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Flat No. ____ on ____ floor in the Building being Block No. _____ together with the right to use ____ nos. Open/ Covered/ Multi level Car Parking Space (dependent/independent) on the ____ level of the Building/Project/Complex together with the right to use the common areas/common parts and facilities in common with other allottees hereinafter referred to as the said "Apartment" more fully and particularly mentioned and described in the Part – II of the **SCHEDULE A** hereunder written and demarcated in the lay out plan annexed hereto and marked **Annexure-B** together with undivided proportionate impartible share or interest in the land underneath the said building fully mentioned in the Part – I of the **SCHEDULE A** hereunder written with all easement rights over all common portions in the said entire land and building.

- viii. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- ix. The Allottee(s) prior to the execution of this agreement already inspected and satisfied about the physical nature and measurement of the said entire land including divided and demarcated portion of the same as well as the said Project.
- x. The Allottee(s) prior to the execution of this agreement already examined and satisfied about the title deeds, various plans including building plan and all other relevant and necessary documents and has also made all essential and appropriate enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the said Project/Buildings/Apartments and after been satisfied about the same entering into this agreement and have no objection thereof.
- xi. The Allottee(s) has carefully inspected, considered and scrutinized the title of the Owner/Vendor/Promoter herein including the aforementioned title documents, various plans and all other relevant and pertinent documents thereof and Allottee(s) with full knowledge of its actual status and conditions accepts the title and further agrees, assures and covenants not to raise any objection thereto and/or make any requisitions in connection therewith after entering this agreement.
- xii. That no Internal Paint of the said Apartment will be done by the Owner/Vendor/Promoter.
- xiii. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the said Project.
- xiv. This Agreement does not preclude diminish the right of any financial institution, fund, registered money lender from whom finance may have been taken for the instant Project/Complex/Building and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the Allottee(s) in respect of his Apartment/ Flat in the said Project.
- xv. 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;

- xvi. That in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties herein, the Owner/Vendor/Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the said Apartment more fully and particularly mentioned and described in Part – II of the **SCHEDULE A** herein under together with undivided proportionate impartible share or interest in the said entire land underneath along with the said building more fully and particularly mentioned in Part – I of the **SCHEDULE A** hereunder written with all easement rights over all common portions in the said building and premises.

IV. PROJECT

Name of the project “**DIVYA JYOTI**” which includes 2 Towers of G+6 each multi storied buildings comprising 84 self contained apartments being a residential project/complex along with Community Hall, Multi-Gym and Childrens Play Area under the said project constructed on the said entire Land more fully and particularly mentioned in Part – I of the **SCHEDULE A** hereunder written. This Project will consist of (i) Residential Units, (ii) Club, (iii) Multi-Gym, (iv) Community Hall and (v) Gaming Zone, which may be changed and varied as per the decision of Owner/Vendor/Promoter in the manner prescribed in the Act.

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Owner/Vendor/Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the apartment measuring a carpet area of ____ sq. ft. together with a balcony area of ____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Flat No. ____ on ____ floor in the Building being Block No. _____ together with the right to use ____ nos. Open/ Covered/ Multi level Car Parking Space (dependent/independent)

on the ____ level of the Building/Project/Complex together with the right to use the common areas/common parts and facilities in common with other allottees hereinafter referred to as the said "Apartment" more fully and particularly mentioned and described in the Part – II of the **SCHEDULE A** herein under together with undivided proportionate impartible share or interest in the entire land underneath the said building fully mentioned in Part – I of the **SCHEDULE A** hereunder written with all easement rights over all common portions in the said building and premises.

- 1.2 The Total Price for the said Apartment along with Garage space (if applicable) based on the carpet area is Rs. (Rupees only) and the break-up and description of the same are more fully and particularly described in **Schedule - C** hereunder , the Total Price provides herein below:-

Apartment Details	Total Carpet Area of the Apartment (Square Feet)	Rate of Apartment per Square Feet	GST as per prevailing rate	Amount (Rupees)
Block/Building/Tower No. Apartment No. Type..... Floor..... Car Parking Space				
Total Price in Rupees				

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Owner/Vendor/Promoter towards the said Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the said Project payable by the Owner/Vendor/Promoter, by whatever name called) upto the date of the handing over the possession of the said Apartment to the Allottee(s) and the said Project to the association of allottees or the

competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Owner/Vendor/Promoter shall be increased/reduced based on such change/modification.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the said 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(s);

- (iii) The Owner/Vendor/Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Owner/Vendor/Promoter within the time and in the manner specified therein. In addition, the Owner/Vendor/Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the said Apartment includes recovery of price of land, construction of, not only the said 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 Clause 11, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Apartment and the said Project and parking (if any) as provided in the Agreement.
- (v) The Allottee(s) has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.
- (vi) The Allottee(s) acknowledges that the Total Price has been agreed between the parties taking into account the effect and benefits of the input tax credit under the applicable laws.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Owner/Vendor/ Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Owner/Vendor/Promoter shall enclose the said notification/order/rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in “**Schedule B**” (Payment Plan), “**Schedule E**” (Cost Of Maintenance) and “**Schedule F**” (Other Charges).
- 1.5 The Owner/Vendor/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Purchaser(s)/ Allottee(s) by discounting such early payments @ ____ per annum or any other rate as think fit and proper for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee(s) by the Owner/Vendor/Promoter.
- 1.6 It is agreed that the Owner/Vendor/Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at “**Schedule C**” and “**Schedule D**” (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the said Apartment/Building and the said Project, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Owner/Vendor/Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such other minor changes or addition or alterations as per the provisions of the Act.

- 1.7 The Owner/Vendor/Promoter shall confirm to the final carpet areas that has been allotted the Allottee(s) after in construction of the building is complete and the occupancy certificate be granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Owner/Vendor/Promoter. If there is reduction in the carpet area than the Owner/Vendor/Promoter shall refund the excess money paid by Allottee(s) 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(s). If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee(s), the Owner/Vendor/ Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in Schedule D. 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 Owner/Vendor/Promoter agreed and acknowledges, the Allottee(s) shall have the right to the said Apartment as mentioned below:
 - (i) The Allottee(s) shall have exclusive ownership of the said Apartment;
 - (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Owner/Vendor/Promoter shall handover the common areas to the association of Allottee(s) after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) Further, the right of the Allottee(s) to use the common areas/ common parts and facilities shall always be subject to the timely payment of maintenance charges and other charges as time to time applicable. It is

clarified that the Owner/Vendor/Promoter shall convey undivided proportionate title in the common areas/ common parts and facilities to the Association of Allottee(s) as provided in the Act and the proportionate share of the Allottee(s) in the land and also in the common areas/ common parts and facilities will always be variable.

- (iv) The allottee(s) of the apartments of each of the buildings within the said Project/Complex shall use in common with other allottee(s), the common areas/ common parts and facilities of the Project/Complex together with all easements, rights and appurtenances belonging thereto.
- (v) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with wall putty, marbles, 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 specification to be provided within the said Apartment and the said Project;
- (vi) The Allottee(s) has the right to visit the said Project site to assess the extent of development of the said Project and his/her/their said Apartment.

1.9 It is made clear by the Owner/Vendor/Promoter and the Allottee(s) agrees that the said Apartment along with the garage open/covered parking (if applicable) shall be treated as a single indivisible unit for all purposes. It is agreed that the said Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the said Project.

1.10 The Owner/Vendor/Promoter shall be entitled to obtain any finance or loan from the banks, financial institutions or from other sources against the said Project and/or Complex and to offer the said land and/or land in the Project/Complex along with the construction

thereon or any part thereof as security (including by way of a mortgage or charge) to any credit/financial institution, bank or other person/body, who has advanced or may advance credit, finance or loans to the Owner/Vendor/ Promoter and which does not in any way affect the right of the Allottee(s) in respect of his Apartment/Flat in the said Project.

- 1.11 The Owner/Vendor/Promoter agrees to pay all outgoings/dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Project). If the Owner/Vendor/Promoter fails to pay all or any of the outgoings/dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Owner/ Vendor/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.12 The Allottee(s) has paid a some of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the said Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan as mentioned in Schedule B hereunder and as may be demanded by the Owner/Vendor/Promoter within the time and manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Owner/Vendor/Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Owner/Vendor/ Promoter, within the stipulated time as mentioned in the payment plan through account

payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of DIVYA DISTRIBUTORS payable at KOLKATA.

COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Owner/Vendor/Promoter with such permission, approval which would enable the Owner/Vendor/Promoter to fulfill its all obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) 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/they may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Owner/Vendor/Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee(s) shall keep the Owner/Vendor/Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Owner/Vendor/Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Owner/Vendor/Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Owner/Vendor/Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee(s) authorized the Owner/Vendor/Promoter to adjust/ appropriate all payments made by him/her/ them under any head(s) of

dues against lawful outstanding of the Allottee(s) against the said Apartment, if any, in his/her/their name and the Allottee(s) undertakes not to object/demand/ direct the Owner/Vendor/Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

The Owner/Vendor/Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Apartment to the Allottee(s) and the common areas to the Association of Allottee(s) or the competent authority, as the case may be.

The Owner/Vendor/Promoter shall abide by the time schedule for completing the project/phase as disclosed at the time of registration of the said Project with the Authority and towards handing over the same to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the occupancy certificate* or the completion certificate/ partial completion or both, as the case may be subject to the same being formed and registered as per local law.

It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) to signify 'Completion' and in some areas a plus an 'Occupancy Certificate' (OC) is issued by the Municipal Authorities to signify 'Completion'. In House areas where neither a CC nor a OC is issued in such areas the Completion Certificate issued by the Architect shall be deemed to signify 'Completion'.

6. **CONSTRUCTION OF THE SAID PROJECT/APARTMENT:**

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Owner/ Vendor/Promoter. The Owner/Vendor/Promoter shall develop the said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Owner/Vendor/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

HIRA, West Bengal Municipal Act and Rules and all others Acts and Rules as applicable and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Acts and Rules, and breach of this term by the Owner/Vendor/Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT :

7.1 Schedule for possession of the said Apartment – The Owner/Vendor/Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(s) and the common areas to the Association of Allottee(s) or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the said Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31.12.2019 and it may further be extended for a grace period of more or less Six (Six) months, which subject to extendable due to force majeure as defined in Clause 40 of this Agreement and the Allottee(s) agrees the same i.e. unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project due to “Force Majeure”. If, however, the completion of the said Apartment/Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Owner/Vendor/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

The Possession Date as stated above has been accepted by the Allottee(s). However, if the said Apartment is made ready prior to the Completion Date, the Allottee(s) undertakes(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee(s) are linked inter alia to the progress of construction, and the same is not a time linked plan.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Owner/Vendor/Promoter to implement the said project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Vendor/Promoter shall refund to the Allottee(s) the entire

amount received by the Owner/Vendor/Promoter from the Allotment within 45 days from that date. The Owner/Vendor/Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agreed that he/she/they shall not have any rights, claims etc. against the Owner/Vendor/Promoter and the Owner/Vendor/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession- The Owner/Vendor/Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. The Owner/Vendor/Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner/Vendor/Promoter.

The Allottee(s) before taking possession of the said Apartment, agree(s) to clear all dues and/or demands raised as per Schedule "B", "E" and "F" as time to time claims by the Owner/Vendor/ Promoter including claims raised on or before taking possession of the said Apartment failing which the Allottee(s) further agrees to pay 6% interest on all dues till the actual payment thereof. That after providing the possession letter to the Allottee(s), date of possession as intimated in the said possession letter should be treated as deemed date of possession and all formalities applicable to the Allottee(s) treated as the Allottee(s) have already possessed the said Apartment on and from the said date of possession.

The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and all other charges as determined by the Owner/Vendor/Promoter and/or Association of Allottee(s), as the case may be, after the issuance of completion certificate for the said Project. The Owner/Vendor/Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee(s) at the time of conveyance of the same. The Owner/Vendor/Promoter shall not allow registration of the Deed of Conveyance of the said Apartment until and unless all dues of the Allottee(s) to the Owner/Vendor/Promoter along with all interest, if at all, shall clear absolutely by the Allottee(s).

7.3 Failure of allottee(s) to take possession of Apartment - Upon receiving a written intimation from the Owner/Vendor/Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the said Apartment from the Owner/Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Owner/Vendor/Promoter shall give possession of the said Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee(s) shall continue to be liable to pay maintenance charges and all other charges as specified under Para 7.2 above.

7.4 Possession by the allottee(s) - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the Owner/Vendor/Promoter to handover the necessary documents and plan, including common areas to the Association of Allottee(s) or the competent authority, as the case may be, as per the applicable/local laws.

7.5 Cancellation by allottee(s) - The Allottee(s) shall have the right to cancel/withdraw his allotment in the said Project as provided in the Act; provided that where the Allottee(s) proposes to cancel/withdraw from the said Project without any fault of the Owner/Vendor/Promoter, the Owner/Vendor/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid after deducting all statutory deductions including all kind of tax and other expenses as applicable to the Allottee(s) shall be returned by the Owner/Vendor/Promoter to the Allottee(s) without any interest thereof within forty-five days of such cancellation.

7.6 Compensation - The Owner/Vendor/Promoter shall compensate the Allottee(s) in case of any loss, caused to him/her/them due to defective title of the land, on which the said Project is being developed or has been developed, in the manner as provided under the Act and vice-versa and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Owner/Vendor/Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to

discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Owner/Vendor/Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) 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 Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee(s) does not intent to withdraw from the said Project the Owner/Vendor/Promoter shall pay the Allottee(s) interest for every month of delay, till the handing over of the possession of the said Apartment, which shall be paid by the Owner/Vendor/Promoter to the Allottee(s) within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Owner/Vendor/Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Owner/Vendor/Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the said Project;
- (ii) The Owner/Vendor/Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the said Land or the said Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Vendor/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, Land, Building and Apartment and common areas;

- (vi) The Owner/Vendor/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Owner/Vendor/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 said Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Owner/Vendor/Promoter confirms that the Owner/Vendor/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Owner/Vendor/Promoter shall handover lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Owner/Vendor/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the said Apartment along with common areas has been handed over to the Allottee(s) and the Association of Allottee(s) or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) On or before the execution of this agreement the Allottee(s) has already seen and examined the said sanctioned plan, title deeds and all other

necessary documents and has satisfied in respect of the said project/apartment and shall not be entitled to raise any query or objection thereto after executing this agreement and the Allottee(s) further agrees and undertakes to pay entire consideration money agreed to be paid as stated hereunder as well as all other various deposits and additional amounts as specified hereunder to the Owner/Vendor/ Promoter as indicated hereinunder and in case of any defaults notwithstanding anything contain herein the Owner/Vendor/Promoter at its own discretion take necessary action as deem fit and proper as per the applicable laws.

- (xiv) In case the Allottee(s) commits any kind of defaults in performing and observing covenants/obligations/commitments or like nature herein including all those payments the Allottee(s) entitled to pay as per this Agreement then in such event Owner/Vendor/Promoter reserves its each and every rights and authorities in respect to take any kind of penal action/actions as the may think fit and proper as per the provisions of the applicable Act or the Rules or Regulations time being in force.
- (xv) Any covenant by the Allottee(s) not to do any act shall be deemed to include an obligation by the Allottee(s) that the Owner/Vendor/Promoter will not allow, suffer or permit the act to be done and the Owner/Vendor/Promoter further not to allow the Allottee(s) to do any kind of act/activity as a result of which one or more can suffer expressly or impliedly and will take action strictly in accordance with the prevailing laws and this agreement.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

- 9.1 Subject to the Force Majeure clause, the Owner/Vendor/Promoter shall be considered under a condition of default, in the following events:-
 - (i) The Owner/Vendor/Promoter fails to provide ready to move in possession of the said Apartment to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion

certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Owner/Vendor/Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Owner/Vendor/Promoter as demanded by the Owner/Vendor/Promoter. If the Allottee(s) stops making payments, the Owner/Vendor/Promoter shall correct the situation by completing the construction milestones and Owner/Vendor/Promoter immediately intimate the Allottee(s) about the said rectification through written intimation and only thereafter the Allottee(s) be required to make the next payment without any interest immediately and positively within 20 days from the date of such written intimation send by the Owner/Vendor/Promoter to the Allottee(s) at the address mentioned in Clause 29 of this Agreement and as per this Agreement said rectification intimation duly posted at the address, mentioned in the in Clause 29 and/or the address subsequently provided by the Allottee(s) to the Owner/Vendor/Promoter, the said rectification intimation shall be deemed to have been received by the Allottee(s) and delayed payment by the Allottee(s) beyond 20 days liable for penalty as think fit and proper by the Owner/Vendor/Promoter, which calculate from the date it becomes due to till the date of actual payment which further subject to any written condonation, if any, by Owner/Vendor/Promoter ;
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Owner/Vendor/Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the said Apartment, along with a simple interest as per banking interest rates of the State Bank of India within forty-five days of receiving the termination notice and the said refund will be subject to deduction of all taxes, charges, levies, cess, assessments, impositions and costs which further subject to Allottee(s)'s fulfilling all formalities on its part as more fully mentioned in Clause 7 of this Agreement;

Provided that where an Allottee(s) does not intend to withdraw from the said Project or terminate the Agreement, he shall be paid, by the Owner/Vendor/Promoter, a simple interest as per banking interest rates

of the State Bank of India, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Owner/Vendor/ Promoter to the Allottee(s) within forty-five days of it becoming due or adjusted from future installments payable by the Allottee(s).

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Owner/Vendor/ Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

- (i) In case the Allottee(s) fails to make payments for 2 consecutive demands made by the Owner/Vendor/Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Owner/Vendor/Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee(s) under the conditions listed above continues for a period beyond 3 consecutive months after notice from the Owner/Vendor/Promoter in this regard, the Owner/Vendor/ Promoter may cancel the allotment of the said Apartment in favour of the Allottee(s) and refund the money paid to the Owner/Vendor/Promoter by the Allottee(s) by deducting the entire booking amount, all taxes, charges, levies, cess, assessments and impositions and the interest and liabilities as applicable and this Agreement shall thereupon stand terminated:

Provided that the Owner/Vendor/Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination by serving due notice to the Allottee(s) at the address mentioned in Clause 29 of this Agreement and as per this Agreement said termination notice duly posted at the address, mentioned in the in Clause 29 and/or the address subsequently provided by the Allottee(s) to the Owner/Vendor/ Promoter, the said termination notice shall be deemed to have been received by the Allottee(s).

- (iii) The remaining balance amount of money refundable (if any) shall be returned by the Owner/Vendor/Promoter to the Allottee(s) within 45 (forty-five) days of such termination/cancellation and this Agreement shall thereupon stand terminated.
- (iv) In the event the Owner/Vendor/Promoter condones the cancellation of this Agreement, the Allottee(s) shall be liable to pay interest @ 2 % per month to be compounded monthly on the amount due, from the date it becomes due till the date of actual payment. However, it is made absolutely clear that right of condonation is exclusively vested in the Owner/Vendor/Promoter and the same should be in written.
- (v) In the event no positive response received from the end of the Allottee(s) after 45 (forty-five) days from the date of posting the "Notice of Termination" to the Allottee(s), the Owner/Vendor/Promoter treat this Agreement deemed cancelled and shall refund the refundable amount, if any, to the Allottee(s) and shall have acquire the right to deal with and/or dispose of the said Apartment in any manner whatsoever as think fit and proper without any obstruction or hindrance from the Allottee(s).
- (vi) Upon such cancellation of the agreement the Allottee(s) shall have no right or vestige of interest in connection with/out of the said agreement and further shall have no right to take any legal action against the Owner/Vendor/Promoter in connection therewith forever and absolutely.
- (vii) In the event after such termination inspite of the best efforts made from the end of the Owner/Vendor/Promoter to refund the refundable amount, if any, to the Allottee(s) immediately, then the said refundable amount, if any, shall kept with the Owner/Vendor/Promoter's own custody till the same will duly claim by the Allottee(s) and the same will be provided accordingly to the Allottee(s) without any interest thereof.

10. CONVEYANCE OF THE SAID APARTMENT :

The Owner/Vendor/Promoter, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee(s) shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee(s):

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Owner/ Vendor/Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Owner/Vendor/Promoter is made by the Allottee(s).

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

The Owner/Vendor/Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Allottee(s) upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY :

- i. 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 Owner/Vendor/Promoter as per this Agreement relating to such development is brought to the notice of the Owner/Vendor/Promoter within a period of five years by the Allottee(s) from the date of handing over possession of the said Project to the Allottee(s) and/or Association of Allottee(s), as the case may be, after obtaining completion certificate from the competent authority and it agrees between the parties herein that the date of issuance of completion certificate shall be treat as deem date of handing over possession of the said Project and therefore within the period of five years from the said deem date of handing over possession, it shall be the duty of the Owner/Vendor/Promoter to rectify such defects without further charge, within thirty days, and in the event of Owner/Vendor/ Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- ii. It is further agreed that that the Owner/Vendor/Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee(s) or any person appointed by him or acting under him or under his instructions or arising due to any normal wear and tear or due to reasons not attributable to the Owner/Vendor/Promoter.
- iii. It is further agreed that that the above said responsibility of the Owner/Vendor/Promoter shall not cover defects, damage, or

malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee(s) or its nominee/agent, (iii) cases of force majeure, (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms.

- iv. It is further agreed and recorded that the allottees(s) shall also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter and in case non-payment of maintenance charges by the allottee(s) and there being discontinuation of proper maintenance in that event the Owner/Vendor/Promoter shall not be held as liable as default on its part under this clause.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Owner/Vendor/Promoter/maintenance agency/Association of Allottee(s) shall have rights of unrestricted access of all common areas, open/covered garages parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of Allottee(s) and/or maintenance agency to enter into the Apartment or any. Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Service Areas:- The service areas, as located within the DIVYA JYOTI, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Owner/Vendor/Promoter and/or Association of Allottee(s) as the case may be for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT :

- 15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own

cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and 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(s) further undertakes, assures and grants that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee(s) also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Apartment.

15.3 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Owner/ Vendor/Promoter and thereafter the Association of Allottee(s) and/or maintenance agency appointed by the association of Allottee(s). The Allottee(s) shall be solely 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 the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project.

17. ADDITIONAL CONSTRUCTIONS:

The Owner/Vendor/Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the said Project after the building plan, layout plans sanction plan and specifications,

amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. OWNER/VENDOR/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Owner/Vendor/Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take the said Apartment.

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

The Owner/Vendor/Promoter has assured the Allottee(s) that the said Project in its entirety is in accordance with the provisions of the HIRA. The Owner/Vendor/Promoter showing compliance of various laws/regulations as applicable in HIRA.

20. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Owner/Vendor/Promoter does not create a binding obligation on the part of the Owner/Vendor/Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with disbursement of all the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar of DURGAPUR as and when intimated by the Owner/Vendor/Promoter. If the Allottee(s) fails to execute and deliver to the Owner/Vendor/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar of DURGAPUR for its registration as and when intimated by the Owner/Vendor/Promoter, then the Owner/Vendor/Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever by deducting all taxes, charges, levies, cess, assessments and impositions and the interest and liabilities as applicable under this

Agreement and the Allottee(s) shall wave his/her/theirs all right, title and interest from the said Apartment forever and absolutely.

However, Processing Fees of Rs.50,000/- as agreed shall be deducted. If Agreement is cancelled after signing by the Allottee(s) deduction will be as per the terms contained herein.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Building /Project, 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 TO ALL THE PURCHASER(S) / ALLOTTEE(S) / 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 Apartment and the said Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Owner/Vendor/Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee(s) in not making payments as per the payment plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Owner/Vendor/Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Owner/Vendor/Promoter to exercise such discretion in the case of other Allottee(s).

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in the said Project, the same shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all the Apartments in the said 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 Owner/Vendor/Promoter through its authorized signatory at the Owner/Vendor/Promoter's Office, or at some other place, which may be mutually agreed between the Parties herein, in Durgapur after the Agreement is duly executed by the Allottee(s) and the Owner/Vendor/Promoter or simultaneously with the execution the said

Agreement shall be registered at the office of the Sub-Registrar at Durgapur _____ (*specify the address of the Sub-Registrar*). Hence this Agreement shall be deemed to have been executed at Durgapur.

29. NOTICES:

That all the notices to be served on the Allottee(s) and the Owner/Vendor/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Owner/Vendor/Promoter by registered post at their respective addresses specified below:-

M/s DIVYA DISTRIBUTORS	ALLOTTEE(S) Name
Address...	ALLOTTEE(S) Address

It shall be the duty of the Allottee(s) and Owner/Vendor/ Promoter to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner/Vendor/Promoter or the Allottee(s), as the case may be.

30. JOINT ALLOTTEE(S):

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the said apartment, as the case may be, prior to the execution and registration of this agreement for sale for such apartment under the said Project, as the case may be, shall not be construed to limit the rights and interests of the Allottee(s) under the agreement for sale or under the Act the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION :

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

34. ARBITRATION :

Any dispute or difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Apartment/Project and/or this Agreement or any term or condition herein contained and/or relating to interpretation and meaning or scope of this Agreement or any rights and liabilities of the parties under the Agreement thereof shall be referred to the arbitration of a sole Arbitrator to be appointed under the provisions of the Arbitration and Conciliation Act, 1996 or any amendment thereto. The Award/Awards made by the Arbitrator shall be full and final and the parties agree to be bound by the same.

35. CLUB :

- (i) A 'Club' for some of the facilities shall be set up as part of the said Project/Complex. The Owner/Vendor/Promoter will have the right to hand over the club to the Association of Allottees at the completion of the Project or the Complex. The facilities of the Club would be such as be decided by Owner/Vendor/Promoter but the facilities committed will not be curtailed. The Allottee(s) shall automatically be entitled to become member of the Club, and the Club will be run professionally and all members will be required to abide by the rules and regulations which will be framed by Owner/Vendor/Promoter. The membership and the right to use the club facilities shall always be subject to payment of charges and

observance of regulations. It is clarified that certain facilities, areas and installations in the Club shall be made available on a pay and use basis.

- (ii) If any Allottee(s) becomes a member of the Club and in the event any Allottee(s) leases or rents out his/her/its Apartment, it will be mandatory of such Allottee(s) to notify the Club Manager / Maintenance-in-Charge of such leasing/renting. The Allottee(s) will thereafter be barred from using the Club/Common facilities till such time he/she/it is back in possession of the said Apartment and its lessee/tenant will be entitled to utilize the Club / common facilities as per rules. The Allottee(s) and the lessee/tenant both cannot be a member of the club simultaneously.
- (iii) The detailed terms and conditions of membership and rules and regulations governing use of the Said Club / facilities will be formulated in due course and circulated to the Allottee.
- (iv) In the event of sale/transfer of the said Apartment, the membership will stand terminated and the new owner/lessee may be nominated/granted a new membership at the then applicable terms and as per the rules and regulations of the Club then in force.
- (v) The acceptance by the Allottee(s) of these conditions and the Club Scheme shall be a condition precedent to completion of sale of the Said Apartment. GST and all other taxes as applicable will be charged extra on the above said charges.

36. LOAN :

If the Allottee(s) want to take loan to purchase the said Apartment, the same shall be intimated to the Owner/Vendor/Promoter and in that case if the Allottee(s) want the photo copy of the legal set directly from the Owner/Vendor/Promoter, the Allottee(s) shall pay a sum of Rs. 2000/- (Rupees Two Thousand Only) for the same.

In the event of the Allottee(s) obtaining any financial assistance and/or housing loan from any bank and/or financial institution or creating any charge or encumbrance on his/her/theirs rights to the said Apartment hereunder to finance the amounts becoming payable in pursuance hereof, the sale shall be subject to such charge created by the Allottee(s) and the Owner/Vendor/Promoter is hereby authorized and empowered to act in accordance with the instructions of the bank and/or financial institution in terms

of the agreement between the Allottee(s) and the Bank and/or financial institution **Subject However** the Owner/Vendor/Promoter being assured of all amounts being receivable for sale and transfer of the said Apartment and in no event the Owner/Vendor/Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee(s) from such Bank and/or Financial Institution.

37. ALLOTTEE(S) RESTRICTIONS AND OBLIGATIONS :

- i) The Allottee(s) has executed this agreement on the exclusive basis of the terms and conditions of this agreement and not in reliance/confidence or any demonstration/representation or guarantee/ warranty either oral/written and/or both and whether express or implied made by or on behalf of the Owner/Vendor/Promoter or its agents.
- ii) For any extra work desired by the Allottee(s) if it is possible to do that, the same shall be intimated to the Owner/Vendor/ Promoter in writing well in advance and shall cause to pay extra cost for the said extra work to the Owner/Vendor/Promoter.
- iii) The Allottee(s) shall not nor be entitled to ask, demand or seek delivery of possession of the said Apartment so long the Allottee(s) has not paid, in full, the consideration and other amounts and deposits agreed to be paid herein or is in default in performing any of his obligations and covenants herein contained.
- iv) Save the said Apartment, the Allottee(s) shall have no or nor shall claim any right whatsoever or howsoever over and in respect of the other Apartment and spaces or constructed areas or parking spaces at the said Project. The right of the Allottee(s) shall remain restricted to his/her/their respective Apartment and use of the Common Parts, Portions, Facilities and Amenities and in no event the Purchaser(s)/ Allottee(s) shall be entitled and hereby agrees not to claim any right of ownership or otherwise in respect of the other parts or portions of the said Building/Project or the Residential Complex.
- v) The Allottee(s) shall after registration of the Apartment apply for and obtain at his own costs separate assessment and mutation of the said Apartment in his/her/their names in the records of the concerned authorities.

- vi) Timely payment of installments of the said Apartment as per payment schedule written hereunder more fully and particularly described in Schedule – B, Schedule – E and Schedule – F hereunder and all other applicable charges is the essence of this agreement. The Allottee(s) shall be responsible to make necessary payments in the manner and within the time as specified in this Agreement and shall pay at the proper time and place, installments of the said Apartment, registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other lawful charges, time to time as applicable and Allottee(s) agrees to pay the same as raised by the Owner/Vendor/Promoter, failing which Owner/Vendor/ Promoter shall be entitled to receive appropriate compensation in the manner as provided under the Act and/or other applicable laws.
- vii) Shall be liable to pay interest, at such rate as applicable as per laws for any kind of delay in payment towards any amount or charges to be paid to the Owner/Vendor/Promoter.
- viii) Dishonour of cheque mainly due to insufficient fund may lead to debit the cheque cancellation charges to the Allottee(s)'s account and may force the Owner/Vendor/Promoter to refuse any further payment by cheque.
- ix) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Owner/Vendor/Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Owner/Vendor/Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Owner/Vendor/Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Owner/Vendor/Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

- x) At the time of the execution of this agreement it is well within the knowledge of the Allottee(s) about stage-wise time schedule of completion of the said Apartment/Project and the payment made thereof and also the provisions for water, sanitation, electricity and all other amenities and services as agreed to between the parties herein and thus the Allottee(s) shall not be entitled to raise any objection to that effect before the Owner/Vendor/Promoter and any authorities and thus by violation of this agreement shall not entitle to take any purported action against the Owner/Vendor/ Promoter and the Allottee(s) have to co-operate with the Owner/Vendor/ Promoter and other Co-Purchasers of the said Project.

- xi) The Allottee(s) aware that the price of the said Apartment is arrived after adjusting the GST and other taxes, charges, levies, cess, assessments and impositions, as applicable, input credit to be passed on to him/her/them by the Owner/Vendor/Promoter and the Allottee(s) shall not claim, demand or dispute in regard thereto.

- xii) If prior to execution of the conveyance, the Allottee(s) nominates his/their booked apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Owner/Vendor/Promoter. However the first 18 (eighteen) months from the date of Application/Booking shall be a Lock-in Period during which time the Allottee(s) shall not be permitted to nominate in favor of any third party. At the time of nomination, the new purchaser will be compulsorily required to register the Agreement for Sale/Nomination Agreement. The Allottee(s) shall pay a sum calculated @ 2% of the Total Price or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoters. Any additional income tax liability that may become payable by the Promoters due to nomination by the Allottee(s) because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee(s) paying to the Owner/Vendor/Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee(s) on or before nomination.

- xiii) In the event of cancellation of allotment the balance amount of money paid by the Allottee(s) (other than Taxes paid by the Allottee(s) and/or stamp duty and registration charges incurred by the Allottee(s) shall be returned by the Owner/Vendor/Promoter to the Allottee(s) without interest, out of the amounts received by the Owner/Vendor/Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the said Apartment to another buyer and the Purchase Price of the Allottee(s) if the current Sale Price is less than the Purchase Price. The Allottee(s) shall prior to receipt of refund on the above account from the Owner/Vendor/Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Owner/Vendor/Promoter.
- xiv) In case payment is made by any third party on behalf of Allottee(s), the Owner/Vendor/Promoter will not be responsible towards any third party making such payment /remittances on behalf of the Allottee(s) and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Owner/Vendor/Promoter shall issue the payment receipts in the name of the Allottee(s) only.
- xv) The Allotment is personal and the Allottee(s) shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Owner/Vendor/Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee(s) shall be entitled to let out, grant, lease and mortgage and/or deal with the said Apartment for which no further consent of the Owner/Vendor/ Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the said Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the said Apartment in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.
- xvi) That Allottee(s) shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project 'DIVYA JYOTI' and the Owner/Vendor/Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill

Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Owner/ Vendor/Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

- xvii) In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Owner/Vendor/Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Owner/Vendor/Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- xviii) Owner/Vendor/Promoter may also extend the said Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area and the Allottee(s) shall not have any objection to it and further, the Allottee(s) hereby give consent to the Owner/Vendor/Promoter that the Owner/Vendor/Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Sale of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Owner/Vendor/Promoter decides. The Purchaser(s)/ Allottee(s) is also notified that the Owner/Vendor/ Promoter may at any subsequent period undertake development of a separate project on land which is adjacent but not part of this project and in that case the Owner/Vendor/Promoter may

decide to provide for a passage way across this project and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this project and their Association. The Owner/Vendor/ Promoter may extend the size of the said project as presently envisaged by causing development of another Project/Phase on land contiguous to the present project whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this project with shared infrastructure and common facilities which means that the facilities available in this project will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases.

- xix) Use the Community Hall for small functions of their families or for the meeting of flat owners or for the use of any function / meeting by all the flat owners of the said project. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project 'DIVYA JYOTI' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.
- xx) To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Owner/Vendor/Promoter and/or the Association of the Allottee(s) with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall and Gymnasium. To pay for, in case of exclusive use of the community hall, Gymnasium and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- xxi) To ensure that all interior work of furniture, fixtures and furbishing of the said flat, or any repairs or renewals thereto, is carried out during

daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co- Allottee(s).

- xxii) Not to do any act, deed or thing or obstruct the construction and completion of the said Apartment/Building/Project in any manner whatsoever.
- xxiii) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Apartment or any portion of the building or the said Project.
- xxiv) Not to store or bring and allow to be stored and brought in the said Apartment any goods or hazardous or combustible nature of which are so heavy as to effect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner.
- xxv) Not to damage or demolish or cause to be damaged or demolished the said Apartment or any part thereof at any time or at the fittings and fixtures affixed thereto.
- xxvi) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xxvii) Not to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment or adjacent to the said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.
- xxviii) Not to close or permit the closing of verandah or balconies and lobbies and common parts/paths and also not to alter or permit any alteration in the elevations and Verandah, lunge or any external portion of the said Apartment/Building/Project.
- xxix) Not to install grills the design of which have not been suggested approved by the Architect.

- xxx) Not to make in the said Apartment any structural additions and/or alterations which is menu, columns, partition walls etc., or improvement of a permanent nature except with the prior approval in writing of the Owner/Vendor/Promoter and with the sanction of the concerned authority.
- xxxi) Not to use the said Apartment or permit the same be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which or is likely to cause nuisance or annoyance to the occupiers of the other portions of the said building or the Owner/Vendor/Promoter and occupiers of the neighboring Premises or for any illegal or immoral purpose or as a boarding house, nursing home, amusement or entertainment centre, eating or catering place, dispensary or a meeting place or for any commercial industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any Katcha or pucca construction grilled wall/enclosure thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or blocking any and/or putting any articles shall not be allowed on the Car Parking Space.
- xxxii) To abide by such building rules and regulations as may be made applicable by the Owner/Vendor/Promoter before the formation of the Owners Association and after the Allottee(s) Association is formed to comply with and/or to adhere to the building rules and regulations of such Association.
- xxxiii) Not to sub-divide the said Flat and/or the Parking Space if allotted or any portion thereof.
- xxxiv) If fails to act in accordance with the commitments/obligations as agreed under this Agreement which amounts to violation of the terms and conditions of this Agreement and as such it attracts the penalty and thus the Allottee(s) shall be liable to compensate to the Owner/Vendor/Promoter indemnify the vendors/developers for all losses, damages, costs, claims, expenses and dues charges demands actions and proceedings suffered or incurred by the Owner/Vendor/Promoter upon such failure of the Allottee(s). The Allottee(s) further do hereby indemnify and agree to keep the Owner/Vendor/Promoter indemnified, saved, defended and harmless from and against all and any costs, expenses, charges, outgoings damages and risks at all times and restrain

himself/herself from any kind of activities against the Owner/Vendor /Promoter and abide all covenants, representations and warranties made by the Allottee(s) in this Agreement.

38. RIGHTS OF DEVELOPER:

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:

- (a) The Owner/Vendor/Promoter shall have the right to grant to any person the exclusive right to park cars or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the New Building/s at the said Project and/or any portion of the Residential Complex and also the covered spaces in the ground floor of the New Building/s (including parking spaces) in such manner as the Owner/Vendor/Promoter shall in its absolute discretion think fit and proper.
- (b) The Owner/Vendor/Promoter will not entertain any request for modification in the internal layouts of the said Apartment. In case the Allottee(s) desires with prior written permission of the Owner/Vendor/Promoter to install some different fittings/floorings on his/her/their own within the said Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee(s) has made full payment according to the terms of payment, at its sole discretion, the Owner/Vendor/Promoter may subject to receipt of full payment allow any Allottee(s) access to the said Apartment prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee(s) provided that such access will be availed in accordance with such instructions of the Owner/Vendor/Promoter in writing and that the right of such access may be withdrawn by the Owner/Vendor/Promoter at any time without assigning any reasons.
- (c) The Owner/Vendor/Promoter reserves unto itself the exclusive right to use and permit or permitted to be used any space in the Common Parts, Portions of the Residential Complex for the purpose of exhibiting any neon sign board, signage or otherwise in / upon the open spaces in the Residential Complex.

- (d) The Owner/Vendor/Promoter shall be entitled to all future vertical and horizontal exploitation of the said Building and/or the said Project and/or the Residential Complex or by way of further construction thereat by way of additional construction or otherwise.
- (e) The proportionate share of the Allottee(s) in various matters referred herein shall be such as may be determined by the Owner/Vendor/ Promoter and the Allottee(s) shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (f) Save the said Apartment the Allottee(s) shall have no right, title and interest nor shall claim any right whatsoever or howsoever over and in respect of other Apartments and spaces or constructed areas or parking spaces at the said Project and/or the New Building/s thereat and/or the Residential Complex and the Owner/Vendor/Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Owner/Vendor/ Promoter in its absolute discretion, shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or oppose or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of such areas and spaces belonging to the Owner/Vendor/Promoter.
- (g) For the purpose of facilitating the construction of the said Apartment in the aforesaid building/project the Owner/Vendor/Promoter may apply for and obtain financial assistance from banks and other financial institutions.
- (h) That the Owner/Vendor/Promoter shall not be liable or responsible for the destruction or damage to the said Apartment or any part thereof by reason of any force majeure circumstances, fire, act of God or irresistible force, civil disobedience riots, terrorism or any other reasons whatsoever beyond the reasonable control of the Owner/Vendor/Promoter.
- (i) The Owner/Vendor/Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/ insurance contracts/agreements) and upkeep of

all the fixtures, equipment and machinery provided by the Owner/ Vendor/Promoter, for which the Owner/Vendor/Promoter shall not be liable after handing over.

39. MISCELLANEOUS

- i. That the parties have entered into this agreement without indulging into any sort of coercion, undue-influence, misrepresentation, fraud, mistakes etc and this Agreement for Sale is completely independent entered into by and between the parties herein and giving rise to independent actions.
- ii. The right or possession of the Allottee(s) in respect of the said Apartment shall arise upon the Allottee(s) fulfilling all the obligations as are contained in this Agreement for Sale.
- iii. This Agreement is personal and the Allottee(s) shall not be entitled to transfer, let out, mortgage, grant, lease in respect of the said Apartment without the consent in writing to the Owner/Vendor/Promoter until the registration of the Apartment is completed.
- iv. The Allottee(s) shall not be entitled to assign his right pertaining to this Agreement for Sale to any other third parties except his family members viz., wife and children in any manner whatsoever.

40. FORCE MAJEURE:

The following shall be included in the reasons beyond the Owner/Vendor/ Promoter's control for giving possession of the said Unit to the Purchaser:

- (a) Fire, storm, tempest, flood, earthquake, natural calamity and other Acts of God or Acts of Government, Statutory Body etc.;
- (b) Strike, labour unrest, riot, mob, air raid, local problems and/or local disturbances, scarcity availability of raw materials, order of injunction, order of status quo or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body (including the Pollution Control Board and all other Environment Control and Regulation Authorities), changes in rules regulations and laws for the time being in force resulting in stoppage or postponement or delay of construction or any work at

the said premises and any other unavoidable circumstances beyond control of the Owner/Vendor/ Promoter.

41. DOCUMENTATION/REGISTRATION :

1. All drafting including drafting of Deed of Conveyance shall be made by the Owner/Vendor/Promoter's Advocate for transfer of the said Apartment.
2. The Owner/Vendor/Promoter on receipt of the entirety of the Total Price of the said Apartment under the Agreement from the Allottee(s) as morefully describe and mentioned in Schedule "B", "E" and "F" herein, shall execute a conveyance deed drafted by the Owner/Vendor/Promoter's Advocate and convey the title of the said Apartment within 3 (three) months from the date of issuance of the Completion/Occupancy Certificate as the case may be, to the Allottee(s). However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Owner/Vendor/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues including stamp duty and registration charges to the Owner/Vendor/Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).
3. All stamp duties, registration fees and allied expenses on execution of agreements, sale deed or deeds and other documents to be executed and/or registered in pursuance of a confirmed sell shall be borne and paid by the Allottee(s).
4. The Allottee(s) shall take each and every initiative and co-operate with the Owner/Vendor/Promoter to complete registration of the said Apartment.
5. That in case if, the Allottee(s) after official possession reluctant/ disincline to render any kind of help/support and/or fails to provide any kind of positive response/initiative in all respect as call for /require/necessitate for registration of the said Apartment in that case

notwithstanding anything herein contain the Allottee(s) shall be liable for cost and consequences.

42. SAVINGS

Any Expression of Interest, letter, agreement or any other document signed by the Allottee in respect of the Apartment prior to the execution and registration of this Agreement for Sale for such Apartment shall not be construed to limit the right and interest of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

SCHEDULE-'A'
PART - I
(LAND TO BE DEVELOPED)

ALL THAT piece and parcel of plot of land measuring an area about **45.4545** Cottahs, (more or less), comprised under Mouza- Bhiringi, J. L. No. 68, R. S. Khatian No. 56, Old L. R. Khatian No. 9005, New L. R. Khatian No. 9779, R. S. Plot No. 5/2833 corresponding to L. R. Plot No. 89, Sub - Division & Addl. Sub - Registry Office at Durgapur, Police Station- Durgapur, within the local limits of Durgapur Municipal Corporation having ID No. 0066857 and Holding No.73/N under Ward No.15, within the District of Burdwan, butted and bounded by:

ON THE NORTH : 30 feet wide Road.
ON THE SOUTH : Property on R.S. Plot No. 8.
ON THE EAST : Property on RS Plot no 5 & 2834.
ON THE WEST : Property on RS Plot No. 6 & 2832.

SCHEDULE-'A'
PART - II
(APARTMENT)

ALL THAT a self contained independent apartment measuring a carpet area of ____ sq. ft. together with a balcony area of ____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Flat No. ____ on ____ floor in the Building being Block No. _____ at the Project DIVYA JYOTI more or less, comprising of ____ **Bed Rooms**, ____ **Dinning/Living Room**, ____

Kitchen, ___ Toilets, ___ Balcony, together with the right to use ___ nos. Open/Covered/Multi level Car Parking Space (dependent/independent) on the ___ level of the Building/Project/Complex together with the right to use the common areas/common parts and facilities in common with other allottees.

SCHEDULE-‘B’
(PAYMENT PLAN)
(MODE OF PAYMENT OF CONSIDERATION)

Total consideration of the said flat is **Rs. _____ (Rupees _____ Only)** and the said consideration is payable in the following manner:

PAYMENT SCHEDULE		
Sl.No.	Particulars	% Consideration
1	Application/Booking Money	Rs.1,00,000 /-
2	Within 10 days from the date Application	10% including Application Money + GST as applicable
3	Within 25 days from the date of signing of this Agreement	10% + Legal and Documentation Charges + GST as applicable
4	On Commencement of Foundation	15% + GST as applicable
5	On Commencement of 1 st floor Roof Casting	15% + GST as applicable
6	On Commencement of 3 rd floor Roof Casting	10% + GST as applicable
7	On Commencement of 5 th floor Roof Casting	10% + GST as applicable
8	On Commencement of Brick Work of the said Flat	10% + GST as applicable
9	On Commencement of flooring of the said Flat	15% + GST as applicable
10	Before Possession of the said Flat	5% + Extra Charges + GST as Applicable

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

SCHEDULE-‘C’

SEPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE SAID APARTMENT)

ITEMS	Specifications
FOUNDATION	Pile Foundation
STRUCTURE	RCC framed structure.
ELEVATION	A unique blend of ornamental and modern architecture.
INTERIOR	Conventional brick work with Wallputty on the walls.
ELEVATOR	2 Elevators in each block.
FLOORING	Vitrified tiles in living, dinning, kitchen and all bedrooms.
WATER SUPPLY	24 - hour treated water supply.
WALL MASONRY	200mm (external). Bricks; 100 mm (Internal). Bricks.
WALL FINISH	Interior – Putty finish smooth walls. Exterior - Combination of antifungal and textured paint.
ROOF	Decorative tiles over waterproofing treatment.
KITCHEN	Granite top platform with stainless steel sink of reputed make and glazed tiles upto upto 2ft. height above the platform.
TOILET	Anti skid tiles in floor. Ceramic tiles up to door height. Provision for hot and cold water supply in each toilets. European style water closet. Elegant CP fitting.
DOOR	Entrance- Flush door. Good quality flush doors in all other rooms.
WINDOW	Anodized Aluminium windows.
HARDWARE	Stainless steel hardware fittings of reputed make.
PAINTING	Internal-Wall Putty over internal plaster. External. External feature plus plain and texture painting. Door

	frame, shutter, and MS works: Enamel paint over primer.
SECURITY	24 hours Security surveillance with CCTV.
PLUMBING AND SANITARY	Soil and Waste Pipes - UPVC pipes of reputed make Sanitary Water Supply: CPVC
EXTRA FEATURES	Air conditioning provision in all flats & Community hall, Gym at 1st, floor and entry lobby at ground floor.
ELECTRICAL	Copper wiring in concealed conduits. Telephone, TV cable point in living/dining. Modular switches.

SCHEDULE-'D'
COMMON AREAS, SEPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE SAID PROJECT)

The Common Portions are at 3 (three) levels, which are:

LEVEL1: The Common Portions at Level 1 includes the following :

1.1.1	Sewerage treatment Plant/Water Treatment Plant (if any)
1.1.2	Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities.
1.1.3	Electrical Transformers, electric wiring meters and panels.
1.1.4	Roads, installations, and security arrangements not exclusive to any Phase.
1.1.5	Drains and sewers from the premises to the Municipal Drains.
1.1.6	Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
1.1.7	Boundary walls of the premises including outer side of the walls of the building and main gates.
1.1.8	Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
1.1.9	Transformer electrical wiring meters and electrical panels
1.1.10	Management / Maintenance office if any
1.1.11	Security arrangements with CCTV with Close circuit TV at Ground Floor

1.1.12	Main entrance Gate
1.1.13	Fire Fighting Equipment and Extinguishers and Protection system
1.1.14	Water supply system
1.1.15	Rain water harvesting system.
1.1.16	Communication system for Intercom
1.1.17	Water pump, the pump room, water reservoir, tube-well (if any), and distribution pipes
1.1.18	Cable connection
1.1.19	Fittings & Fixtures for common area lighting
1.1.20	Intercom facility
1.1.21	Children Play area, toddler's zone
1.1.22	A.C. Community Hall (Banquet) for common use of all the occupants
1.1.23	Foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
1.1.24	Visitors Car Parking if any
1.1.25	Indoor Games Room
1.1.26	Multi Gym

LEVEL-2: Those which are to remain common to the Apartments in any particular Building/Block/Project. These include the following:

1.2.1	Entrance with ground floor lobby only.
1.2.2	Lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
1.2.3	Elevators
1.2.4	Earmarked area of roof of respective tower demarcated for common use
1.2.5	Overhead Water Tank.
1.2.6	Lifts and their accessories installations and spaces required therefore.
1.2.7	Toilet and shower room on the Ground Floor in some blocks (if any).

LEVEL-3: Undivided proportionate impartible variable share in the land of the Project attributable to the Apartment.

1. Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the Phases and those that are inside the Complex including its

boundary walls and/or fences, water body etc. shall be deemed to be common portion only of the complex and common to its Apartment Owners and users. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.

2. The Owner/Vendor/Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1.1, 1.2 or 1.3, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any Phase or part thereof.

SCHEDULE-‘E’
(COST OF MAINTENANCE)

1. Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters fresh rain water pipe drain sewerage and water storages tanks and electric wires, motors, and other appliances and passages in or under or upon the building and enjoyed or used by the Purchaser in common with other occupiers of the building and the main entrances passages landing staircase, lift of building enjoyed by the Purchaser or used by him in common and the boundary walls of the building, compound terrace etc.
2. Cost of the cleaning and lighting the passages, landing, staircases, lift and other parts of the building as enjoyed used by Purchaser in common as aforesaid.
3. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same purpose.
4. All charges and deposits for suppliers of common utilities.
5. The Purchaser hereby agrees to pay Rs. 18/sqft. as advance maintenance for the first year to the developer before taking possession of the said unit.
6. The Purchaser further agrees to pay Rs. 12/sqft. as maintenance deposit to the developer before taking possession of the said unit. The same deposit will be transferred to the Building Society upon its’ formation.

7. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project/Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
8. Keeping the gardens and grounds of the Project/Complex generally in a neat and tide condition and tending and renewing all lawns decorations thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
9. Cleaning as necessary of the areas forming parts of the Project/Complex.
10. Maintaining and operating the lifts of the said of the Project/Complex.
11. Paying all land revenue/khazana for the land of the said Project/Complex and the rates taxes duties charges assessments and outgoings whatsoever assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/lessees/ occupiers of any Apartment.
12. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.
13. Any other expense for common Purpose.

SCHEDULE-‘F’
(OTHER CHARGES)

All the following charges to be paid by the Allottee(s) before taking official possession of the said Flat from the Owner/Vendor/Promoter herein and also should get an acknowledgement for the same.

1. Owner/Vendor/Promoter has given opportunity to the Allottee(s) to enjoy the facilities and services of Club and it is mandatory that the flat/Apartment Owners/Allottee(s) shall be a member of the Club and shall pay one time Club Membership fees of Rs 65,000/- (Rupees Sixty Five Thousand) only to Owner/Vendor/Promoter before taking possession

of the Flat and may avail facilities and services of the Club on payment of Annual subscription fees to be decided by the Owner/ Vendor/ Promoter and the Club member shall adhere to the rules and regulations framed by the Club Authorities. The Club authority shall have the sole and absolute discretion to admit outside members to enjoy the club facilities on payment of charges as may be decided by the club authority from time to time.

2. Owner/Vendor/Promoter has given further opportunity to the Allottee(s) to enjoy the facilities and services of Transformer and Generator and it is mandatory that the Flat/Apartment Owners/Allottee(s) shall pay one time fees of Rs 65/- (Rupees Sixty Five) only per Square Feet to Owner/Vendor/ Promoter before taking possession of the Flat and may avail facilities and services of the Transformer and Generator.
3. That it is mandatory that the flat/Apartment Owners/Allottee(s) shall have to pay one time fees of Rs. 65,000/- (Rupees Sixty Five Thousand) only per Flat to Owner/Vendor/ Promoter for Water Connection Charges before taking possession of the Flat in regard to avail facilities thereof.
4. All applicable charges as time to time claim by the Owner/Vendor/ Promoter.
5. All charges in respect of GST and other taxes, levies, cess, assessments and impositions, as applicable.
6. Legal and Documentation charges of Rs. 11,000/- (Eleven Thousand Only) to be paid to the Owner/Vendor/Promoter by the Allottee(s).

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ 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:

Signature _____
Name _____
Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

ANNEXURES

ANEXURE A	Copy of the proposed layout plan and the Entire Land
ANEXURE B	Copy of the proposed layout plan and the Apartment