

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** (“**Agreement**”) executed on this _____ day
of _____, 2021

BY AND BETWEEN

(1) LEMON CONSTRUCTIONS PVT. LTD (PAN: AABCL1191R) a company incorporated under the Companies Act, 1956 having its registered office at 29/1, Kalabagan Lane, P.O. Santragachi, P.S. Shibpur, (now Chatterjeehat), Howrah- 711104 hereinafter, referred to as the “**OWNER**” of the **FIRST PART** represented by its constituted attorney represented **PANSARI DEVELOPERS LIMITED (PAN: AABCP6809N)**, a company incorporated under the Companies Act, 2013, having its registered office at 14, N.S. Road, P.O. GPO, P.S. Hare Street, Kolkata- 700001 (represented by its authorized signatory **Tuhin Banerjee**, son of Sri Nabin Banerjee, by faith – Hindu, by occupation –Service, having **PAN – BENPB1010F, Aadhar No:** _____ working for gain at 14, N.S. Road, P.O. GPO, Police Station – Hare Street, Kolkata 700001) duly authorized and/or empowered to sign this agreement under the registered power of attorney dated 29.01.2021 (registered with the Registrar of Additional Registrar of Assurance – III, Kolkata, and recorded in Book No. I, Volume No. 1903-2021, Pages from 64510 to 64180 being No. 190301034 for the year 2021) granted by the said Lemon Constructions to the Attorney.

AND

(2) PANSARI DEVELOPERS LIMITED (CIN L72200WB1996PLC079438) (PAN AABCP6809N), a company incorporated under the Companies Act, 2013, having its registered office at 14, N.S. Road, P.O. GPO, P.S. Hare Street, Kolkata – 700001, represented by its authorized signatory **SRI TUHIN BANERJEE (PAN BENPB1010F)**, son of Sri Nabin Banerjee, by faith hindu, by occupation service, residing at 14, N.S. Road, 4th Floor P.O. GPO, P.S. Hare Street, Kolkata – 700001, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-interest and assigns) of the **SECOND PART**.

AND

(3) _____ **(PAN: _____) (Aadhar no: _____)** son of _____, aged about __ years residing at _____ P.O.– _____, P.O. _____ P.S. _____, Pin: _____ **AND (4)** _____ **(PAN: _____) (Aadhar no: _____)** wife/ daughter of Mr. _____, aged about __ years residing at _____ **P.O.– _____, P.S. _____, Pin: _____** hereinafter, collectively, called the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee’s heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

(The “Owner” and the “Developer” are, hereinafter, collectively, called the “**PROMOTER**”, the “**OWNER**”, “**DEVELOPER**” and “**ALLOTTEE**” are hereinafter, collectively, referred to as the “**PARTIES**”.)

DEFINITIONS:

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

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

WHEREAS:

- A. The Owner is the absolute and lawful owner of the property shown in **RED** border on **Plan – “A”** annexed hereto and marked as “**ANNEXURE-A**”and more fully described in the **FIRST SCHEDULE** hereto (the “**SAID LAND**”) as per the devolution of title of the Said Land more fully described in the **SECOND SCHEDULE** hereto.
- B. The Said Land is earmarked and/or proposed to be developed by the Owner for the purpose of building one Project consisting of residential apartments and also for construction of 4 (four) shop rooms to be given and/or allocated to the existing tenant and also for construction and development of other spaces including parking spaces and spaces for other facilities and amenities required for beneficial use and enjoyment of such residential apartments and the said project shall be known as “**Purti Hastings**”. (the “**PROJECT**”) and accordingly the Owner has entered into an agreement with the Developer dated the 29th day of January, 2021, registered in the office of Additional Registrar of Assurances – III, Kolkata, in Book No. I Volume No. 1903-2021, Pages 64902 to 64974, being number 190301021 for the year 2021, (the “**SAID AGREEMENT**”) for development of the Said Land by construction on the terms and conditions mentioned in the Said Agreement.

- C. In terms of the Said Agreement the Owner has granted a power of attorney dated 29th January, 2020 registered in the office of Additional Registrar of Assurance – III, Kolkata, recorded in Book No. I, Volume No. 1903-2021 Pages 64150 to 64180, being numbered 190301034 for the year 2021 (the “**POA**”) to the Developer (to be represented by Mr. Tuhin Banerjee and Mr. Ankit Agarwal jointly and/or severally) to enable the Developer to do various work for development of the Project.
- D. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Said Land on which the Project is being constructed has been duly completed.
- E. A building plan has already been sanctioned by the authorities having Building permit bearing No. 2014090039 dated 04.09.2014 which has been subsequently revalidated and revised on 18.02.2020 by 567th MBC for development of the Project on the Said Land (the “**SAID PLAN**”). The Developer has since caused the Owner to apply for a revision of the Said Plan under the relevant law(s)/rules and the sanction thereof is awaited.
- F. In the meantime the Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata and the Registration No. _____.
- G. The Allottee, vide application No. _____ dated _____ has applied for allotment of an apartment morefully described in the **FOURTH SCHEDULE** hereunder written, (the said “**APARTMENT**”).
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties have also gone through all the additional disclosures/details as contained in the **SEVENTH SCHEDULE** hereunder written and have also understood the mutual rights and obligations detailed therein.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notification, etc applicable to the Project.
- K. 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;

- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell, in the manner mentioned below, and the Allottee hereby agrees to purchase the said Apartment, as specified in para "G" above.

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment as more fully described in the **FOURTH SCHEDULE** herein below.

1.2 The Total Price for the said Apartment and appurtenances based on the carpet area is Rs. _____/- (_____ only) and Taxes of Rs _____/- (Rupees _____ only) aggregating to Rs. _____ (Rupees _____ only) ("**TOTAL PRICE**"):

Sl.No.	Description	Amount (Rs.)	Total Value
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A.	<p>Unit Price:</p> <p>(a) Cost of Said Unit (____ sq. ft. carpet area approx. and ____ sft of attached balcony (Inclusive of GST 5%)</p> <p>(b) Cost of ____ nos of covered/open car parking space) (Inclusive of GST 5%)</p>	<p>_____-/-</p> <p>_____-/-</p>	<p>_____-/-</p> <p>_____-/-</p>
B.	<p>Other Charges*:</p> <p>(a) HT and LT Charges</p> <p>(b) Club Charges</p> <p>(c) Generator</p> <p>(d) Video Door/ Intercom</p> <p>(e) VRV – Air Conditioner Charges</p> <p>(f) Formation of Society</p> <p>(g) Share Application</p>	<p>_____-/- + GST @18%</p> <p>_____-/- + GST @18%</p> <p>_____-/- + GST @18%</p> <p>_____-/- + GST @18%</p> <p>_____-/- + GST @18%</p> <p>_____-/- + GST @18%</p> <p>_____-/- + GST @18%</p>	<p>_____-/-</p> <p>_____-/-</p> <p>_____-/-</p> <p>_____-/-</p> <p>_____-/-</p> <p>_____-/-</p> <p>_____-/-</p>

C.	Other deposits and Fees*:		
	(a) Maintenance Charge		_____/-
	(b) Sinking Fund		_____/-
	(c) Legal Fees		_____/-
	Grand Total (A+B+C)		_____/-

*** Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts:=**

Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the common areas only as prescribed in the existing fire fighting code/ regulations including Goods and Service Tax as applicable.

*** Other deposits and fees: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts:=**

- (i) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Designated Apartment directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas and payable to the Promoter on or before the notice for possession.
- (ii) Any additional or increased Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees and payable to the appropriate authority within the time prescribed by law.

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Apartment;

(ii) The Total Price above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of sale deed and/or handing over the possession of the said Apartment to the Allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottees unless the increase is attributable to any act or omission (including delay or default) of the Allottee or unless the increase is for the period prior to such completion/registration;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price of said Apartment includes recovery of price of appertaining land, construction of [not only the said Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided

within the said Apartment and the Project described herein at Sixth Schedule hereunder written.

(v) In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as will be so specified by the Developer in due course of time on or before handing over possession of the said Apartment to the Allottee :

(a) security deposit for Electric Meter;

(b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;

(c) Charges for mutation and separate assessment of the Apartment mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;

(d) Costs charges and expenses for providing satellite cable TV connection per such connection

(e) (f) Interest Free Sinking Fund @ Rs ___/- per sq. ft. amounting to Rs _____/-

(vi) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee.

1.3 The Allottee(s) shall make the payment of the Total Price as also other charges as mentioned above as per the payment plan set out in the **FIFTH SCHEDULE** hereto (the "**PAYMENT PLAN**").

1.4 It is agreed that the Developer shall not make any additions and/or alterations in the sanction plans, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **SIXTH SCHEDULE** (which shall be in conformity with the advertisement, prospects etc. on the basis of which sale is effected) in respect of the said Apartment

without the previous written consent of the Allottee, as per the provisions of the Act, provided that, the Developer may make such minor additions or alterations, as may be required by the Allottee or such minor changes or alteration as per the provisions of the Act.

1.5 The Developer shall confirm to the Allottee the final carpet area of the said Apartment that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area, then the Developer shall refund the excess money paid by the Allottee within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is an increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to the allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the **FIFTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.6 Subject to para 9.3 below the Developer agrees and acknowledges, that the Allottee shall have the right to the Apartment, as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use all Common Areas along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate of the Project from the competent authority as provided in the Act.
- (iii) The computation of 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, waterline and plumbing, finishing with tiles/mosaic flooring, (as agreed) doors, windows,, (only to the extent, as required under the relevant law(s)) in the common areas, maintenance charges as per para 12 etc. and includes cost for providing all other facilities,

amenities and specifications to be provided within the Apartment and the Project.

- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Apartment, as the case may be.
- (v) The computation of the price of the Apartment also includes the cost of the/covered parking/ /open parking/Car Parking etc., if any, allotted to the Allottee by the Developer, and as mentioned in the **FOURTH SCHEDULE** hereto.

1.7 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the covered parking/open parking/Basement/Mechanical Car Park, as the case may be, (if any, allotted to the Allottee by the Promoter and as so mentioned in the **FOURTH SCHEDULE** hereto) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Said Land and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the allottees (including the Allottee herein) of the Project.

1.8 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartments to the allottees, which the Promoter has collected from the allottees (including the Allottee herein) for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by the Promoter from the allottees, (including the Allottee herein) or any liability, mortgage loan and interest thereon before transferring the apartments respectively to the allottees, then, and in such event, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken therefore by such authority or person.

1.9 The Allottee, has paid a sum of **Rs.** _____/- (**Rupees** _____ **only**) as initial booking amount, being part payment towards the Total Price of the Apartment at the time of application, the receipt of

which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the the **FIFTH SCHEDULE** hereunder written as may be demanded by the Promoter within the time and in the manner specified therein.

1.10 The Allottee has, on or before the execution hereof paid a further sum of **Rs. _____ /- (Rupees _____ only)** as per Payment Plan and is hereby acknowledged by the Developer.

Provided that if the Allottee delays in payment towards any amount, which is payable, the Allottee shall be liable to pay interest at the rate equivalent to the prevailing prime lending rate of the State Bank of India (and/or the such rate by whatever name called) + 2% per annum.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Allottee shall make all payments and the Promoter abiding by the construction milestones, on written demand/email by the Promoter, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of '**PANSARI DEVELOPERS LIMITED**, payable at Kolkata or in the manner mentioned in the said demand/email. Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Promoter a charge of INR 500/- (Indian Rupees Five hundred) plus applicable taxes, for every such dishonour.

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees

that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has physically inspected the project and had satisfied themselves from the layout of the flat as well as the Project **its construction quality**, specifications, amenities and facilities of the Apartment/Project as

mentioned in the **SIXTH SCHEDULE** hereto and have accepted the same which has been approved by the competent authority, as represented by the Developer. The Developer had developed the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the SDDM and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the Apartment - The Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of allottees is the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on by March 2022, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project (the "**FORCE MAJEURE**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Project, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. The Developer shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that the Allottee shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Developer, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of fifteen days from such date (the "**NOTICE OF POSSESSION**") offer in writing the possession of the Apartment, to the

Allottee in terms of this Agreement by sending the notice of such offer by speed post/email calling upon the Allottee to take possession of the Apartment within a maximum of fifteen days from the date of issuance of the said Notice Of Possession by the Allottee (the “**POSSESSION DATE**”) Provided that the conveyance deed of the Apartment in favour of the Allottee shall be executed and registered by the Developer (subject however to the Allottee making all payments as mentioned in the **FIFTH SCHEDULE** hereto and taking possession of the Apartment in terms of the Notice Of Possession and making payment of the stamp duty, registration charges , other extra, deposits and legal charges to the Developer as per requisition of the Developer) within fifteen days from the date of issue of occupancy certificate as provided by the relevant laws in West Bengal. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of allottees, as the case may be after the issuance of the completion certificate for the Project. The Developer shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Apartment, as the case may be, to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.

7.3 Failure of the Allottee to take Possession of Apartment - Upon receiving the Notice Of Possession from the Developer, as per para 7.2, the Allottee shall take possession of the Apartment from the Developer within the Possession Date by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, and/or even after the expiry of the Possession Date, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and the same shall be treated as Deemed Possession.

7.4 Possession by the Allottee - After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including for Common Areas, to the association of allottees or the competent authority , as the case may be, as per local laws i.e., the West Bengal Apartment Ownership Act, 1972, as

amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of allottees formed in the manner provided in the Act.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/ withdraw his/ her/ its allotment in the Project as provided in the Act. Provided that, where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Developer herein shall be entitled to forfeit the Booking Amount paid for the allotment, and GST paid till the date cancellation along with the interest liabilities, and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 45 (forty five) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Developer in making such refund shall be borne by the Allottee. Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Developer shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

7.6 Compensation – The Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules within 45 (forty-five) days of it becoming due. Provided That where the Allottee does not intend to withdraw from the Project shall pay the Allottee interest at the rate of State Bank of India Prime

Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within 45 (forty-five) days of it becoming due.

8. REPRESENTATION AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represent and warrant to the Allottee as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project, except the tenanted areas comprising four shops which, however, are not infringing, in any manner whatsoever the beneficial use and enjoyment of the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Apartment except as stated in (iii) above.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, building, Apartment and Common Areas;
- (vi) The Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner, whatsoever, from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the association of allottees, or the competent authority, as the case may be.
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The 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 Project to the competent *Authorities till the completion certificate has been issued and possession of apartment or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **SIXTH SCHEDULE** hereto) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said

property) has been received by or served upon the Promoter in respect of the Said Land and/or the Project.

9. EVENT OF DEFAULTS AND CONSEQUENCES:

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

- i. The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the 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 Developer's registration under the provisions of the Act or the Rules or Regulations made there under.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, within 45 (forty five) days of receiving the termination notice.:
- (iii) Provided that, where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/it shall be paid, by the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, for every month of delay till the handing over of the possession of the

Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty five) days of the same becoming due.

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

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan, annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter, on the unpaid amounts at the rate prescribed in the Rules.
- (ii) In case the default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter, may cancel the allotment of the said Apartment in favour of the Allottee and refund the money paid to the Developer by the Allottee after deducting the Booking Amount as mentioned in explanation 1 to clause 1.2 herein above and also the interest liabilities and this Agreement shall thereupon stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE APARTMENT:

The Promoter on receipt of Total Price of the Apartment, as per para 1.2 above and as mentioned in the **FIFTH SCHEUDLE** below from the Allottee, shall execute a conveyance deed and convey the title of the said Apartment together with proportionate indivisible share in the 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 provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the Date of issue of Occupancy Certificate. In case, however, the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in favour of the Allottee till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE APARTMENT/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the

Association of Allottees upon the issuance of the completion certificate of the Project subject to the Allottees paying the (maintenance charges @ 7/- per sq ft per month of the super built up area of the Apartment as will be so notified by the Promoter or as actual whichever is lower) provided, however, that there will be no maintenance charges payable for eighteen months for the unsold inventory and/or unsold Apartments in the Project.

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter /maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the said 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 Basement and Service Areas: There is no basement in the Project and/or the buildings. The service areas as located within the Project shall, however, be earmarked for purposes such as parking spaces and services including but not limited to electric meter room ,, underground water tanks,, maintenance and service rooms, and equipment's etc. and other permitted uses as per the sanctioned plan. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees or caused to be formed for the allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT

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

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

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the grant of occupancy certificate by the competent authority(ies) and disclosed, except for as provided in the Act. In this regard it may be mentioned that the Promoter has already applied for revision of the Said Plan under the relevant law(s)

and the Allottee has been made aware of the submission of such revised plan. The Allottee hereby confirm and place on record that the Allottee will not object to the sanction of such revised plan and/or constructions to be made in terms of such revised plan.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the 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 who has taken or agreed to take such Apartment.

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

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Developer has duly complied with and/or will comply with all such laws/regulations as applicable.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment

letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment/Project/building, as the case may be.

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as mentioned in the **FIFTH SCHEDULE** hereto including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY:

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

valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

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

PANSARI DEVELOPERS LIMITED

14, N.S. Road, 4th floor ,P.O. GPO, P.S. Hare Street, Kolkata- 700001

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(SAID LAND)

ALL THAT the brick built messuages, tenements, hereditaments dwelling house sheds structures and premises together with the piece and parcel of land thereunto belonging whereon or parts whereof the same are erected and built containing an area of 23.2 Cottahs be the same a little more or less, equivalent to 1550.72 square meter, more or less, situate lying at and being premises No.9/1B, Bakery Road, Kolkata – 700 022 delineated in Colour “**GREEN**” on the plan annexed hereto.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DEVOLUTION OF TITLE)

One Berthold Vyapaar Private Limited purchased the Said Land by a registered deed of conveyance dated 20th October 2011 which was registered at the Office of ARA-II-KOLKATA, Calcutta in Book No. 1, CD Volume No. 52, Pages 1489 to 1538 being deed No. 13345 for the year 2011 executed by one Srei Equipment Finance Private Limited as Vendor in favour of the said Berthold Vyapaar Private Limited as the purchaser therein, which was subsequently merged and / or amalgamated with Lemon Constructions Private Limited vide order dated 10.02.2016, passed by the Hon'ble Justice Biswanath Somadder, High Court, Calcutta vide company petition no. 426 of 2015 connected with CA No. 268 of 2015 thus the said Lemon Constructions Private Limited, became the Owner of the Said Land.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON AREAS)

ALL THAT the common areas, facilities, amenities and/or the portions of the building/Project, earmarked/meant by the Promoter for beneficial common use and enjoyment of the allottees/purchaser/other occupants of the building/Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoter.

- Swimming Pool and Deck
- Indoor Games Room
- Gymnasium
- Lifts
- Common Staircases & Ramps
- Ground Floor Lobbies
- All floor Common Lobbies and Corridors
- Roof Area
- All Services shafts and Ducts
- underground tank
- Internal Driveway
- All other areas for common services & facilities

THE FOURTH SCHEDULE ABOVE REFERRED TO

(said “APARTMENT”)

ALL THAT the apartment with the balcony/verandah, if any, as shown in “**RED**” color on Plan ____ annexed hereto, **along with** the covered/ parking spaces, if any, **and along with** the open parking spaces, if any, (location thereof to be identified in due course) **and further along with** open terrace, if any, (to remain open to sky forever) as shown in “**YELLOW**” color on Plan ____ annexed hereto **TOGETHER WITH** pro rata share in the common areas as defined under clause (m) of Section 2 of the Act and also defined in the **THIRD SCHEDULE** hereinabove written (the “**COMMON AREAS**”)

Apartment No: _____ **Block No:** _____ :

Floor:

Carpet area of the Apartment:

Carpet area of balcony/verandah:

Built up area of the Apartment including balcony:

Covered parking: _____ No _____ sft

Open Parking: _____ No _____ sft

THE FIFTH SCHEDULE ABOVE REFERRED TO

S l · N o.	Stages of Payment	% of Payment	Amount
1	Application/Booking amount	10% of unit cost +GST (Rs 2 lakhs + GST to be submitted at the time of filling of application form as initial booking amount. Balance within 15 days from the date application.)	Rs.
2	On Agreement - within 30 days of Application	10% of unit cost + 50% of Legal Charges +20% of Transformer and Electricity Charges + 20% of Club Charges+ GST	Rs.
3	On Flooring of the Unit	50% of unit cost +GST	Rs.
4	On Completion of the Unit	20% of unit cost + balance of Transformer , Electricity Charges , Club Charges+ and other other deposits and chares +GST	Rs.

5	On Notice for Possession	10% of unit cost + 50% of Legal Charges + Association Formation Charges+ DG Power Back Charges + Sinking Fund + Refundable Maintenance Deposit +GST	Rs.
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**THE SIXTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS, AMENITIES AND FACILITIES)**

Specification: Purti Hastings

Structure	:	Pile Foundation, Brick and RCC structure.
Living Room / Dining Area		
Flooring	:	Italian Marble
Wall	:	Plaster of Paris
Ceiling	:	Plaster of Paris
Windows/ Glazing	:	Powder coated aluminum windows
Electrical	:	Concealed Copper with Modular switches and socket
Bedrooms		
Flooring	:	Italian Marble
Wall	:	Plaster of Paris

Ceiling	:	Plaster of Paris
Windows/ Glazing	:	Powder coated aluminum windows
Electrical	:	Concealed Copper with Modular switches and socket
Balcony		
Flooring	:	Italian Marble
Wall	:	Painted to match exterior elevation
Ceiling	:	Painted to match exterior elevation
Railing	:	Glass railing with hand rail
Electrical	:	Concealed Copper with Modular switches and socket
Kitchen		
Flooring	:	Italian Marble
Dado	:	Vitrified Tiles (up to 2 feet from Kitchen Slab)
Ceiling	:	Plaster of Paris
Kitchen Sink	:	Stainless Steel
Windows/ Glazing	:	Powder coated aluminum windows
Electrical	:	Concealed Copper with Modular switches and socket
Kitchen Counter	:	Vitrified Tiles (engineered Granite)

Toilets		
Flooring	:	Anti-Skid Vitrified Tiles
Wall	:	Vitrified Tiles
Ceiling	:	Plaster of Paris
Windows/ Glazing	:	Powder coated aluminum windows
Sanitary ware & CP fittings	:	Sanitary Ware and CP fittings of KOHLER brand
Electrical	:	Concealed Copper with Modular switches and socket
Digital Lock on main door only		
Panasonic Video door phone		

THE SEVENTH SCHEDULE ABOVE REFERRED TO

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR THE OCCUPIER(S) OF THE APARTMENT:

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whosoever's hands the Apartment may come, are bound to adhere to and observe, include but are not limited to, the following:

I. The registration of this agreement is mandatory as prescribed under the provisions of the Act and the Allottee will be required to comply with this

mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the Allottee, then, and in such event, this Agreement shall be deemed to have been cancelled and the consequences arising there from as mentioned elsewhere in this Agreement will follow.

II. The Allottee agrees and acknowledges that service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric meter room ,, underground water tanks, maintenance and service rooms, etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the service areas in any other manner whatsoever.

III. The right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Developer or the Association, as the case maybe, and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Developer or the Association, as the case maybe, from time to time;

IV. The Common Areas which are comprised within the Project shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoter and/or the Developer (without affecting the rights of the Allottee, prejudicially) to accommodate its future plans regarding the Said Land and/or the Project and/or additional areas which may be added to the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas.

IV. The Allottee shall make all payments, in common with other Co-buyers in the Project in the proportion that the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project;

V. The Defect Liability of the Promoter as mentioned in clause 12 of this Agreement, is subject to the following:

1. The Promoter/Developer shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee.

2. The Promoter shall also not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

3. The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

(i) If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee has taken over possession of the Apartment. The Promoter will not take any responsibility of waterproofing, cracks or for any defects in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

(ii) If there are changes, modifications or alterations in electrical lines and wirings after handing over possession of the Apartment unto the Allottee. The Promoter will not take any responsibility for any defects in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

(iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

(iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then for any defects like damp, hair line cracks, breakage in floor marble and tiles or other defects arising as a direct or indirect consequence of such alterations or changes, the Promoter shall not be responsible;

(v) Different materials have different coefficient of expansion and contraction and as such because of this difference, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above will have to be rectified in the normal course of maintenance of the building.

(vi) The Promoter shall not be responsible for the defects in case the materials, fittings and fixtures provided by the Promoter/Developer are not used/ maintained by the Allottee or his / her agents in the manner in which the same is required to be maintained or in case the Annual maintenance Charges to be paid for such materials, fittings and fixtures are not paid by the Allottee ;

(vii) Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in Clause 12 of this Agreement For Sale.

V. THE ALLOTTEE SHALL:

1. co-operate with the other co-buyers and co-occupiers of the Project, the Promoter and/or the Association, as the case may be, in the management and maintenance of the Apartment, building and the Project and shall abide by the directions and decisions of the Promoter and/or the Association, as the case may be, as may be made from time to time in the best interest of the Apartment, building and/or the Project;
2. pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the building and/or the Project, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Apartment and/or family members, guests or servants of the Allottee or such other occupiers of the Apartment;
3. be solely responsible, after taking possession, to maintain the Apartment at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings 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;
4. carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and

liable for the consequences thereof to the concerned local authority and/or other public authority;

5. not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;

6. not change the colour scheme of the outer walls or painting of the exterior side of the windows, balconies or carry out any change in the exterior elevation or design;

7. not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the building or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for making good the said damages;

8. not remove any wall, including the outer and load bearing wall of the Apartment;

9. not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, paris or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association;

10. not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

11. not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated, other than in the area earmarked for the such purpose;

12. pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the building in which the Apartment is situated;

13. sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project;

14. carry out all repairs or interior or any other works in the Apartment only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;

15. draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the building or Project, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be;

16. notify the Promoter or the Association, as the case may be, in case the Allottee lets out the Apartment, of the tenant's/transferee's details, including address, email-id and telephone number;

17. not sub-divide the Apartment and/or any part or portion thereof;

18. not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions;

19. not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;

20. install grills, the design of which has not been suggested and/or approved by the Promoter or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the building;

21. not build, erect or put upon the Common Areas any item of any nature whatsoever;

22. not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the building or the Project in any manner;

23. not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project;

24. not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;

25. not make or permit any disturbing noises in the Apartment by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;

26. not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;

27. not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;

28. not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;

29. not misuse or permit to be misused the water supply to the Apartment;

30. not change/alter/modify the name of the building and the Project from that mentioned in this Agreement;

31. not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;

32. not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
33. not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
34. not install or keep or run any generator in the Apartment and the garage, if any;
35. not smoke in public places inside the Project which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
36. not pluck flowers or stems from the gardens or plants;
37. not throw or allow to be thrown litter on the grass planted within the Project;
38. not trespass or allow to be trespassed over lawns and green plants within the Project;
39. not overload the passenger lifts and shall move goods only through the staircase of the building;
40. not use the elevators in case of fire;
41. not object to the Promoter and the Association putting up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
42. not fix or install any antenna on the roof or terrace of the building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter and/or the Association, as the case may be;
43. not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
44. remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
45. not refuse or neglect to carry out any work directed to be executed in the building or in the Apartment after he/she/they had taken possession

thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;

46. not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the building and the Project.

47. Use the Swimming Pool within the Project as per the Rules and Regulations framed from time to time subject to payment of usage charges, if so made applicable by the Promoter or the Association.

48. Not object to the Promoter entering into agreements (on such terms and conditions and for such period as the Promoter shall decide) with the concerned service providers of the Developer's choice of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter.

49. install air-conditioning units only at the designated places/ as constructed /approved by the Developer.

50. repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

51. ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

52. not obstruct the Promoter/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the building, Phase and/or the Project and selling or granting rights to any person on any part of the said building.

53. on and from the Possession Date, make timely payment of the proportionate Common Charges and Expenses to the Developer or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Developer or the Association, as the case may be, failing which the Developer or the Association, as the case may be, shall be entitled to take such action as it may deem fit. The Common Charges and Expenses shall be proportionately divided amongst the co-buyers and/or co-occupiers of the Project, in such manner as may be

decided by the Developer or the Association, as the case be, from time to time in this regard;

54. bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as “**Outgoings**”) related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment to the Developer or the Association, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Developer or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;

55. be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;

56. plan and distribute its electrical load in conformity with the electrical systems installed by the Developer or the Association;

VI. NOMINATION BY ALLOTTEE WITH CONSENT:

The Allottee admits and accepts that after the Lock in period, as mentioned below, and before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee’s right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) Allottee to Make Due Payments:

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) Lock-in Period:

(c) The Allottee cannot nominate any third party before the expiry of a period of 12 (Twelve) months from the date of this Agreement. **Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

(d) Nomination Fees:

The Allottee shall pay a sum calculated @ 2% of the Unit Price or the **Nomination Price** whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee 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 paying to the 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 on or before nomination. The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

VII. CLUB FACILITIES

1 The Allottee shall be entitled to the facilities of a club within the Project ("**Club**") along with the Co-Buyers and/or Co-Occupiers of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.

2 It is expressly made clear that the membership of the Allottee to the Club shall be transferred upon the Allottee transferring the Apartment in favour of a third party. The Club membership can only be used by the Allottee and his /her immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Agreement shall be deemed to confer any right on a subsequent transferee, tenant, lessee or licensee of the Apartment to be entitled to use the facilities of the Club on the basis of being in possession of the Apartment alone.

3 The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Promoter or the Association, as the case may be, in due course and circulated to members

before the Club is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.

4 On failure of the Allottee to regularly pay the charges, subscription, etc. in respect of the Club, the Promoter or the Association, as the case may be, shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/its unfettered consent to the same.

5 If the Allottee bring guests to use the Club facilities, the Allottee will be required to pay guest charges in accordance with the rules and regulations of the Club.

6 The Allottee hereby agrees and acknowledges that some of the facilities at the Club shall be available to the members of the Club, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Promoter/Association.

7 Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including additional members).

VIII. COVENANTS REGARDING ADDED AREAS:

1. Notwithstanding anything contained in this conveyance, the Allottee shall have no objection and shall be deemed to have granted unconditional approval to the Promoter and/or the Developer herein for: (1) integrating or adding future land or buildings to the Project and for this purpose demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads, (2) extending, modifying, realigning the Common Areas, (3) modifying the Said Plan, as may be necessary in this regard and (4) granting to the other allottees of the apartment/units of buildings in such added areas, as the case may be, all forms of rights to use of the said Common Areas.
2. The Allottee shall not object to the construction of building(s) (to be included within and as a part of the Project) on additional land and/or added areas adjoining the Project over a period of time and/or shall not object to the Promoter/Developer combining such areas into the Project with one or more buildings and/or to share and/or apportion any benefit and advantage, access way, portion of utility etc. arising

out of such combination /addition with the Project

3. Notwithstanding anything to the contrary elsewhere herein contained, the properties benefits and rights of the Developer mentioned hereinafter shall be excepted and reserved unto the Developer and it is expressly agreed and understood by and between the Parties hereto as follows:-

- i. The Developer shall be entitled to link the Said Land with added areas i.e. lands or landed properties adjacent and/or adjoining to the Said Land whether by acquiring in their names and/or in the names of any group company / associate/ sister concern/nominee (the “**ADDED AREA**”) and/or by entering upon any negotiation or contract with the owners of such Added Area and shall also be entitled to give, take and/or share any right, title, interest, benefit, advantage etc., as between the Project and the Added Area as the Developer may from time to time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Developer shall be at liberty to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the Said Land and Project with Added Areas:-

1. to amalgamate or merge the Added Areas or any part thereof with the Said Land and/or the Project in such manner and to such extent as be deemed fit and proper by the Developer,
2. to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the Said Land for any sanction, construction, use and enjoyment of the Added Areas or any constructions and developments thereon;
3. to cause or allow building plans for constructions at the Added Areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the Said Land

4. to utilize any additional constructed area that may be allowed or sanctioned in the Said Land and/or the new buildings or Project thereon (by way of additional storey, additional building or otherwise) owing to any amalgamation or link with the Added Areas;
 5. to combine and/or connect the Project and the Added Areas or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access way, entry/exit points, clubs or any common or other facility (including the Common Areas and Installations) between the occupants of the Project and the Added Areas in such manner and to such extent as the Developer may deem fit and proper.
 6. In case of any construction or additional construction arising out of linkage with Additional Area or otherwise, there may be a consequential decrease in the said share in the land, but the Allottee either individually or together with the co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Developer on account thereof.
4. The Allottee doth hereby consent and confirm that the Developer shall be at liberty to have the Said Plan modified and/or altered for construction reconstruction addition and/or alteration of or to the Project or any part thereto or due to arising out of any linkage with the Added Areas and/or for change of user of any building other than the said Apartment provided that in case by such modification, alteration and/or sanction the location or built up area of the said Apartment is likely to be affected then, and in such event, the Developer shall take a consent in writing from the Allottee for such modification alteration and/or sanction.
5. The Allottee doth hereby agree, acknowledge and consent to the rights title and interest excepted and reserved upon the Developer under clause 3 and the sub clauses of Clause 3 hereinabove (as applicable) and also to all the provisions and stipulations contained therein and also otherwise hereunder written and undertakes and covenants not

to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Developer and/or persons deriving title or authority from the Developer.

IN WITNESS WHEREOF Parties herein above named have set and subscribed their respective hands and seals in the presence of attesting witness, on the day month and year first above written:

SIGNED AND DELIVERED

BY THE WITHIN NAMED:

Allottee: (including joint buyers)

Signature:

Signature

Name:

Name

Address:

Address

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY

THE WITHIN NAMED:

Owner represented by their Constituted Attorney:

Signature: _____

Name:

Address: At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY

THE WITHIN NAMED:

Developer:

Signature (Authorised Signatory):

Name:

Address:

At _____ on _____ in the presence of:

MEMO OF CONSIDERATION

Received Rupees _____/- (Rupees _____ only) towards part of Unit Price for the sale of the Apartment as per the terms of this Agreement.

S l . No	Date	Cheque No	Drawn on	Amount

Developer