

THIS AGREEMENT FOR SALE ("Agreement") is made on this _____ day of _____, Two Thousand and _____, at _____

BETWEEN

Bengal Shriram Hi-Tech City Private Limited (CIN No. -----), a Company incorporated under the Companies Act, 1956, having its registered office at No. 40/43 Nagashree Chambers, 8th Main, 4th Cross R.M.V Extension, Sadashivnagar, Bangalore - 560080 and Corporate office at Level – 7, Block – B, "Victoria Park", Block GN, Plot 37/2, , Sector V, Salt Lake, Post Office – Nabadiganta, Police Station – Salt Lake Electronic Complex, Sector V, Kolkata – 700091, represented by its Authorised Signatory, _____, **authorized vide Board Resolution dated -----** and hereinafter referred to as the "**PROMOTER**" (which term or expression shall unless repugnant to the subject or context thereof, be deemed to mean and include its successor – in - office and assigns) of the **ONE PART**

AND

----- (Aadhaar No. -----), son/daughter of -----aged about ----- years, residing at -----, Post Office - ----- Police Station - ----- District - -----, State- PIN - -----, (PAN No. -----) (hereinafter referred to as the "**ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, administrators, successors-in-interest, executors and/or permitted assigns) of the **OTHER PART**;

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"

DEFINITIONS:

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

1. "**Act**" means the West Bengal Housing Industry Regulation Act, 2017(West Bengal Act XLI of 2017);
2. "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
3. "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act(WBHIRA), 2017;
4. "**section**" means a section of the Act.
5. "**Apartment**" shall have the meaning ascribed to it under the Recital S
6. "**Allotment Money**" shall mean the entire/part of the prescribed amount mentioned in the Allotment Letter payable by the Allottee/s in the manner prescribed in the Payment Schedule as mentioned in Schedule C. The Allotment Money shall mean and be treated as the Booking Amount for all purposes.
7. "**Application Amount**" shall mean the amount that has been paid along with the Application Form by whatsoever nomenclature the same has been mentioned therein.
8. "**Application Form**" shall have the meaning ascribed to it under Recital S;
9. "**Applicable Laws**" means all applicable Government laws rules or regulations and any statutory re-enactment thereof including all amendments, modifications or supplements thereto;
10. "**Allotment**" shall have the meaning ascribed to it under Recital S;
11. "**Allottee(s)**" shall mean the applicant(s) in whose favour an allotment of apartment/shop in the Project has been made by the Promoter by issuance of an Allotment Letter;
12. "**Allotment Letter**" shall have the meaning ascribed to under Recital S
13. "**Advance Core Maintenance Charge**" shall have the meaning ascribed to it in 12.1(d).
14. "**Advance Township Maintenance Charges**" shall have the meaning ascribed to it in Clause 12.2 (f)
15. "**Advance Maintenance Charges**" shall have the meaning ascribed to it in Clause 1.2 (c) (i);
16. "**Association**"/ "**Owners' Association**" shall mean an association to be formed by the owners of the various apartments comprised in the Project in accordance with and under the provisions of the West Bengal Apartment Ownership Act, 1972, as amended;
17. "**Architect**" shall mean person(s) and/ or firm(s) and/ or company(s) whom the promoter may appoint from time to time as the architect for the said project and who is registered under the provision of Architect Act , 1972
18. "**BHK**" shall mean B = Bedroom, H= Hall & K = Kitchen;
19. "**BL&LRO**" shall have the meaning ascribed to it under Recital G;
20. "**Built-up Area**" shall mean the constructed area of the Apartment which includes the area of the Exclusive Balcony and also the thickness of the external walls and pillars and columns in the Apartment PROVIDED THAT if any wall or pillar or column be common between two apartments then, half of the area under such wall, column or pillar shall be included in each such Apartment;
21. "**Clause**" means a clause in this Agreement;
22. "**Car Parking Space(s)**" shall mean the designated parking space(s) sanctioned by KMDA and available in limited numbers in the Project, reserved for exclusive use by the Allottee/s and lawful occupants for parking cars and two-wheelers in the Project;
23. "**Carpet Area**" shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
24. "**Cancellation Charge**" shall mean the amount deducted from the Sale Price of the Apartment on cancellation by the Allottee/s but does not include the interest on delayed payments, Taxes & Duties and other charges required to be deducted/recovered by the Promoter upon cancellation in terms of Clause -7.5.1 (a) of this Agreement;
25. "**Cancellation Letter**" shall have the meaning ascribed to it in Clause 7.5.1 (a);
26. "**Cancellation Notice**" shall have the meaning ascribed to it in Clause 10.2.2 (a)
27. "**Cancellation Period**" shall have the meaning ascribed to it in Clause 7.5.1 (a);
28. "**Clusters**" shall have the meaning assigned to it under Recital O;
29. "**Common Areas**" shall mean the areas available within the Project to be accessed, used and enjoyed in common with the Promoter and all the Allottees/lawful occupants of

- apartments/shops comprised in the Project, more fully and particularly described in PART-I of Schedule E but shall exclude Car Parking Space(s) as sanctioned by KMDA;
30. **"Common Utilities, Facilities & Amenities"** shall mean and include the facilities and amenities relating to the Project which are to be used and enjoyed in common with the Promoter and all the Allottees/lawful occupants of other apartments comprised in the Project, more fully and particularly described in PART II of Schedule E but shall exclude Car Parking Space(s) as sanctioned by KMDA;
 31. **"Corpus Deposit"** shall have the meaning ascribed to it in Clause 12.1.(e);
 32. **"Core Maintenance"** shall have the meaning ascribed to it in Clause 12.1(a)
 33. **"Core Maintenance Charges"** shall have the meaning ascribed to it in Clause 12.1.(c)
 34. **"Defect Liability Period"** shall have the meaning ascribed to it under Clause 13
 35. **"Demand Note"** shall have the meaning ascribed to it in Clause 2.1.
 36. **"Deemed Date of Possession"** shall have the meaning ascribed to it in Clause 7.2 (e) .
 37. **"Deemed Effective date"** shall have the meaning ascribed to it in Clause 7.5.1.(c)
 38. **"Events of Default"** shall have the meaning ascribed to it in Clause 10;
 39. **"Exclusive Balcony"** shall mean the area of the balcony which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee/s;
 40. **"Force Majeure Events"** shall have the meaning ascribed to it in Clause 16.15.
 41. **"Government Order"** shall have the meaning ascribed to it under Recital B
 42. **"Terms of Application (TOA)"** shall mean the General Terms and conditions (GTC) as well as the other Terms and Conditions which have been issued by the Promoter for the Project along with the Application form
 43. **"HML"** shall have the meaning ascribed to it under Recital A
 44. **"Holding Charges"** shall have the meaning ascribed to it in Clause 7.3 ;
 45. **"Outstanding Amount"** shall mean the amount outstanding/due from the Allottee/s as on a particular date in terms of this Agreement;
 46. **"Possession Date"** shall have the meaning ascribed to it in Clause 7.2.(d)
 47. **"Possession Notice"** shall have the meaning ascribed to it in clause no. 7.2(c)
 48. **"Possession Period"** shall have the meaning ascribed to it in Clause 7.1(a)
 49. **"Project"** shall have the meaning ascribed to it under Recital K
 50. **"Project Land"** shall have the meaning ascribed to it under Recital K
 51. **"Sale Deed"** shall have the meaning ascribed to it in Clause 11.1
 52. **"Special Facilities"** shall have the meaning ascribed to it in Clause-15.2
 53. **"SBUA"** shall mean Super Built-up Area;
 54. **"Sale Price"** shall have the meaning ascribed to it in Clause 1.2 (a)
 55. **"Sanctioning Authority"** shall mean KMDA (Kolkata Metropolitan Development Authority) and/or any other competent authority who shall have the power to sanction/renew/issue necessary NOCs/certificates for the project and or any part thereof, for the time being in force .
 56. **"Separate Saleable space"** shall mean the space/s specially earmarked and identified as shop/s and also described in Clause 15.3
 57. **"Total Payable amount"** shall have the meaning ascribed to it in Clause 1.2(d)
 58. **"Towers"** shall have the meaning ascribed to it under Recital O;
 59. **"Township"** shall have the meaning ascribed to it under Recital D;
 60. **"Township Land"** shall have the meaning ascribed to it under Recital C
 61. **"Township Maintenance"** shall have the meaning ascribed to it in Clause 12.2(d)
 62. **"Township Maintenance Charges"** shall have the meaning ascribed to it in Clause 12.2(e)

INTERPRETATIONS:

- (a) Reference to a person includes a reference to a corporation, partnership firm, association or other jural entity and vice versa;
- (b) Words in singular shall include the plural and vice versa;
- (c) Reference to a gender includes a reference to all other genders;
- (d) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (e) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement; and
- (f) The Schedules shall have effect and be construed as an integral part of this Agreement;

- (g) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement;
- (h) The captions and headings in this Agreement are for convenience and reference only and do not enter into or become a part of the substance hereof;
- (i) All pronouns include the masculine, feminine, neuter, singular or plural and the name of persons, firms, corporations, trusts or the parties, as the context may require;

WHEREAS:

- A. One Hindustan Motors Limited, having its registered office at Birla Building, 9/1, R.N. Mukherjee Road, Kolkata – 700001 ("**HML**"), was in possession and enjoyment of approximately 709 acres of land comprised in various Dag Nos./plot nos. situated in Mouza Bara Bahera, J.L. No. 5, Mouza Khorda Bahera, J.L. No. 6, Mouza Konnagar, J.L. No. 7, Mouza Kotrong, J.L. No. 8, Mouza Bhadrakali, J.L. No. 9 and Mouza Makhla, J.L. No. 11, under various Khatian Nos. within the jurisdiction of Uttarpara Police Station in the District of Hooghly, West Bengal.
- B. By virtue of an order vide Memo No. 2675-GE(M)/5M-03/06 dated 13th September, 2006 issued by the Land and Land Reforms Department of the Government of West Bengal ("**Government Order**"), contiguous land parcel admeasuring 314 acres of land comprised in various dag/plot nos. under the Mouzas Bara Bahera, Khorda Bahera, Konnagar, Kotrong, Bhadrakali and Makhla, out of the land admeasuring 709 acres which was under the possession and enjoyment of HML, was technically resumed by the Government of West Bengal and resettled in favour of HML along with freehold rights to develop or cause to be developed a township on the said freehold land or part thereof and to sell, lease or otherwise dispose of the whole or substantial part of the said freehold land in the manner and subject to the terms and conditions contained in the Government Order.
- C. Subsequently, Bengal Shriram Hi-Tech City Private Ltd., the Promoter herein, has purchased the entire 314 acres of freehold land comprised in various dag/plot nos. under the Mouza Khorda Bahera, J.L. No. 6, Mouza Konnagar, J.L. No. 7, Mouza Bara Bahera, J.L. No. 5, Mouza Kotrong, J.L. No. 8, Mouza Bhadrakali, J.L. No. 9 and Mouza Makhla, J.L. No. 11 under L.R. Khatian Nos. 1808, 11976, 4129, 5798, 7798, 5935 under the jurisdiction of the Uttarpara Police Station and within the local limits of Uttarpara-Kotrong Municipality and Kanaipur Gram Panchayat in the District of Hooghly, West Bengal ("**Township Land**") from the erstwhile owners HML in 5 (five) separate parts/lots (LOT-A, B, C, D & E) by way of 5 (five) separate Sale Deeds.
- D. The said Bengal Shriram Hi-Tech City Private Ltd., the Promoter herein, is developing an integrated township named "**SHRIRAM GRAND CITY**" in a phase wise manner in conformity with the terms and conditions of the Government Order ("**Township**"). The Township shall be developed in phases, each of which constitutes a separate project.
- E. By a **Sale Deed dated 2nd September, 2009** made between HML, therein referred to as the "Vendor" of the One Part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the PROMOTER herein, therein referred to as the "Purchaser/s" of the Other Part, which was registered in the office of the Additional Registrar of Assurances-III, Kolkata and duly recorded in Book – I, Volume No. 3, Pages 2755 to 2783 being Deed No. 01415 for the year 2009, the said HML sold, transferred and conveyed in favour of the said Bengal Shriram Hi-Tech City Pvt. Ltd., the PROMOTER herein **ALL THAT** piece and parcel of land admeasuring **62.791 (sixty two point seven nine one)** acres, being the LOT-A of the Township Land (as defined in the recitals hereinabove), comprised in L.R. Dag Nos. 1887(P), 1888(P), 1889(P), 1894(P), 1895(P), 18996(P), 1902(P), 1903(P) and 1904(P) under R.S. Khatian No. 1677, L.R. Khatian No. 1808 in Mouza Khorda Bahera, J.L. No. 6 and L.R. Dag Nos. 4473 and 4474(P) under R.S. Khatian No. 11721, L.R. Khatian No. 11976 in Mouza Konnagar, J.L. No. 7 situated under the Uttarpara Police Station within the limits of Kanaipur Panchayat of Hooghly District in West Bengal {hereinafter referred to and identified as the "**LOT-A LAND**", more particularly described in the Schedule A Part II thereunder written and shown surrounded by green colour boundary on the plan annexed thereto and marked as Annexure "B" (which has also been demarcated by placing pillars around the boundary of the Premises)} free from all encumbrances at or for the consideration and on other terms and conditions mentioned therein.

- F. By a **Sale Deed dated 5th December, 2008** made between HML, therein referred to as the "Vendor" of the One Part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the PROMOTER herein, therein referred to as the "Purchaser/s" of the Other Part, which was registered in the office of the Additional District Sub-Registrar, Sreerampore, Hooghly and duly recorded in Book – I, Volume No. 11, Pages 11712 to 11734 being Deed No. 07409 for the year 2008, the said HML sold, transferred and conveyed in favour of the said Bengal Shriram Hi-Tech City Pvt. Ltd., the PROMOTER **herein ALL THAT** piece and parcel of land admeasuring **62.80 (sixty two point eight zero)** acres, being the LOT-B of the Township Land (as defined in the recitals hereinabove), comprised in L.R. Dag Nos. 1627, 1628, 1644, 1645, 1646, 1647(P), 1676, 1886, 1887(P), 1888(P), 1889 (P), 1890, 1891(P), 1892, 1893, 1894(P), 1895(P), 1896(P), 1897(P), 1898(P), 1899(P), 1900(P), 1901(P), 1902(P), 1903(P), 1904(P) and 1886/1986 under R.S. Khatian No. 1677, L.R. Khatian No. 1808 in Mouza Khorda Bahera, J.L. No. 6 and L.R. Dag Nos. 4474(P), 4475 and 4476(P) under R.S. Khatian No. 11721, L.R. Khatian No. 11976 in Mouza Konnagar, J.L. No. 7 situate under the Uttarpara Police Station within the limits of Kanaipur Panchayat of Hooghly District in West Bengal {hereinafter referred to and identified as the "**Lot-B LAND**", more particularly described in the Schedule A Part II thereunder written and shown surrounded by green colour boundary on the plan annexed thereto and marked as Annexure "B" (which has also been demarcated by placing pillars around the boundary of the Premises)} free from all encumbrances at or for the consideration and on other terms and conditions mentioned therein.
- G. Subsequently, based on the scrutiny of the Survey Report filed by the office of the Block Land & Land Reforms Officer ("**BL&LRO**"), Sreerampore-Uttarpara vide Memo No. 287/SRU/09 dated 18th (eighteenth) March, 2009, it was discovered by the PROMOTER herein that there were several inconsistencies and discrepancies in the R.S. Dag Nos. corresponding or relating to the L.R. Dag Nos. of the various plots/parcels contained in the Lot-B Land purchased by it, as recited hereinabove.
- H. By a **Deed of Declaration dated 2nd September, 2009** made between HML, therein referred to as the "Vendor" of the One Part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the PROMOTER herein, therein referred to as the "Purchaser" of the Other Part, which was registered in the office of the Additional Registrar of Assurances - III, Kolkata and duly recorded in Book – IV, Volume No. 6, Pages 2997 to 3018 being Deed No. 04308 for the year 2009, the various inconsistencies and discrepancies in the R.S. Dag Nos. corresponding or relating to the L.R. Dag Nos. of the various plots/parcels contained in the Lot-B Land purchased by the PROMOTER were finally rectified.
- I. By virtue of the **Sale Deeds dated 5th (fifth) December, 2008** and **2nd (second) September, 2009** more particularly set out under Recital E and F hereinabove and the **Deed of Declaration dated 2nd (second) September, 2009**, more particularly set out under Recital H hereinabove, the PROMOTER has become the sole owner of and is absolutely seized and possessed of or otherwise sufficiently entitled to the Lot-A and Lot-B Land.
- J. The PROMOTER has subsequently been recorded as a "Raiyat" in respect of the Lot-A and Lot-B Land in the Record-of-Rights maintained at the office of BL&LRO, Sreerampore –Uttarpara and is the absolute and lawful owner of all the Lots of the abovementioned land.
- K. The Phase-I of the Township is being developed in the name and style of "**GRAND ONE**" (**Project**) on **ALL THAT** pieces and parcel of contiguous land (**said Land**) altogether admeasuring 15.03 acres (equivalent to 60867 Sq. Mtrs.) out of the Lot-A & Lot-B Land as mentioned hereinabove falling within Mouza Konnagar, J.L. No. 7, Police Station – Uttarpara and comprised in L.R. Dag No. 4474(P) under L.R. Khatian No. 11976 within the Kanaipur Gram Panchayat in the District of Hooghly, West Bengal, more particularly described in the **Schedule A Part -I** hereunder written and hereinafter referred to as the ("**Project Land**").
- L. The Project Land has been converted and presently classified as "Upanagari" vide Order No. IX-2/07(Comm)/2358/1(7)/S/2015 dated 20th (twentieth) April, 2015.
- M. The Promoter has obtained the final layout plan, sanctioned plan and approvals for the Project from Kolkata Metropolitan Development Authority ("**KMDA**"), who vide following approvals has sanctioned the project:-

- (a) Approval no. 477/KMDA/SPU/I-5/2009(SWC) dated 23rd (twenty-third) November, 2016
(b) Approval no. 219/KMDA/SPU/I-5/09/(SW) dated 08th (Eight) January, 2018

- N. The **Said Land** is earmarked for the purpose of building a residential project comprising multistoried buildings containing 2343 numbers of Apartments and the said "**GRAND ONE**" project is a part of the integrated township i.e. Shriram Grand City.
- O. The Project shall have 24 (twenty-four) multi-storied G+14 buildings comprising of 1/ 2/ 3 BHK residential apartments along with limited commercial spaces ("**Towers**") in 8 (eight) clusters ("**Clusters**") as more particularly described in **Schedule-A, Part II** hereunder written along with such Common Areas as well as Common Utilities, Facilities & Amenities as more particularly detailed in **Schedule D and E** hereunder written.
- P. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- Q. The Promoter has given to KMDA a written intimation of commencement of the development work of the Project vide its letter no. BS/ OPS/KMDA/17-18/060A dated 09.10.17 as per obligation based on the "Development Permission and Sanction issued Vide Letter No. 477/KMDA/SPU/I-5 /2009(SWC) dated 23.11 2016 which has been further duly acknowledged by KMDA vide its Letter No. 151/KMDA/SPU/I-5/09/SW dated 15.11.2018;
- R. Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on 19.09.18 under registration no. HIRA/P/HOO/2018/00005.
- S. The Allottee/s has/have applied for an apartment in the Project and has obtained the prescribed application form ("**Application Form**")vide application no. _____ dated _____ along with a copy of the relevant Terms & Conditions ("**TOA**") to be observed and complied with by an applicant/allottee, which have been issued by the Promoter for the Project. In response to Application Form along with the TOA dated _____ duly made and signed by the Allottee/s , the Promoter, by an Allotment Letter dated _____ ("**Allotment Letter**"), has provisionally allotted ("**Allotment**") a residential apartment _____ having a SBUA (as defined hereinafter) _____ sq. ft. and Built Up Area of _____ sq. ft. and a Carpet Area (as defined hereinafter) of _____ sq. ft. along with Exclusive Balcony (as defined hereinbefore) measuring _____ sq. ft., located on the ___ **Floor** of **Tower** ___ within **Cluster** ___ of "Grand One" of "Shriram Grand City", being constructed on the Project Land ("**Apartment**") ALONG WITH exclusive, perpetual, transferable and heritable right to park a vehicle in ___ designated Car Parking Space(s) TOGETHER WITH the undivided, proportionate right to use the Common Areas as well as the Common Utilities, Facilities & Amenities in the Project, more particularly mentioned in **Schedule D & E** hereunder written, in common with the Promoter and/or the Owner's Association as well as the owners/lawful occupants of other apartments comprised in the Project AND TOGETHER WITH the proportionate undivided indivisible impartible share in the Project Land attributable to the Built-Up Area of the Apartment in proportion to the sum total of the Built-Up Area of all the apartments and shops comprised in the Project in conformity with the Applicable Laws (hereinafter collectively referred to and identified as the "**Apartment**", more particularly described in **Schedule A Part III** hereunder written) which the Promoter has agreed to sell and transfer and the Allottee/s has/have agreed to purchase and acquire on ownership basis for a consideration of Rs. _____ /- (_____ **Only**) ("**Sale Price**") and on the terms and conditions mentioned in the TOA along with the Allotment Letter. The Apartment is delineated in the concerned Floor Plan annexed hereto which is marked as **Schedule B** and duly bordered thereon in '**RED**'.
- T. The Parties have gone through all the terms and conditions set out in this Agreement and TOA as mentioned hereinabove and understood the mutual rights and obligations detailed herein.
- U. On or before the execution of this Agreement, the Allottee/s has/have paid the following

amounts towards the payment of the Sale Price:

- (a) A sum of Rs. _____ vide Cheque/demand draft _____ dated _____, drawn on _____, as the prescribed amount mentioned in the Payment Schedule annexed to the TOA, to be paid along with the Application Form ("Application **Amount**"), which the Promoter has duly realised.

Amount (INR)	Date	Payment Mode	Instrument No.	Bank Name

- (b) A sum of Rs. _____ vide cheque/demand draft/Transaction Number _____, dated - _____ drawn on _____, as the entire/part of the prescribed amount mentioned in the Allotment Letter payable by the Allottee/s in the manner prescribed in the Payment Schedule annexed to the Allotment Letter ("**Allotment Money**"), which the Promoter has duly realised.

Amount (INR)	Date	Payment Mode	Instrument No.	Bank Name
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e Allottee/s has/have agreed to pay to The Promoter, the balance of the Total Payable Amount / Sale Price and other charges and deposits in the manner more particularly detailed in the "**Payment Schedule**" mentioned in **Schedule C** hereunder written.

- V. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, bye-laws etc., applicable to the Project.
- W. Prior to the execution of these presents, the Allottee/s has/have satisfied himself in respect of:
- (a) the right, title and interest of the Promoter in respect of the Project Land;
 - (b) the approvals obtained in respect of the Project;
 - (c) the building and layout plans sanctioned by the KMDA;
 - (d) the location, shape, dimension and the Super Built-up Area(as defined hereinbefore), Built-up Area (as defined hereinbefore), Carpet Area (as defined herein before) of the Apartment (as defined hereinafter) and the area of the Exclusive Balcony (as defined hereinafter);
 - (e) the specifications of construction of the Apartment (as defined hereinafter);
 - (f) the various Common Areas in the Project;
 - (g) the various Common Utilities, Facilities & Amenities provided in the Project;
 - (h) the timelines for payment of the Total Price, other charges and deposits, as mentioned in Schedule C hereunder.
- X. 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 and also in pursuance of the TOA and the Allotment Letter, for the purpose of recording the detailed and comprehensive terms and conditions relating to the sale and purchase of the Apartment as appearing hereinafter;
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in para S.

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 and also in the TOA provided with Application Form to each Allottee /s, which forms the part and parcel of this Agreement, the Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the Apartment as specified in para S.
- 1.2. **Sale Price & Total Payable Amount:**
- (a) The **Sale Price** payable by the Allottee/s to the Promoter for the Apartment is Rs. _____/- (Rupees _____ **Only**);
- (b) The Sale Price is exclusive of any taxes and duties as appropriately detailed in Clause 1.4;
- (c) In addition to the Sale Price, the Allottee/s shall also be liable to pay to the Promoter, the following amounts on or before the date of possession in terms of this Agreement:
- I. Advance Core Maintenance Charges [Clause 12.1 (d)] as well as Advance Township Maintenance Charges [Clause 12.2 (f)] equivalent to 24 (twenty-four) months' period hereinafter collectively referred to as "Advance Maintenance Charges";
 - II. The Corpus Deposit as detailed in Clause 12.1(e) below, towards Core Maintenance;
- (d) The total price payable by the Allottee/s shall be an aggregate of the Sale Price, Corpus Deposit, Advance Maintenance Charges along with all applicable rates and taxes along with any other amount payable by the Allottee/s in terms of this Agreement ("**Total Payable Amount**").
- (e) The Allottee/s expressly and unequivocally agrees to pay the Total Payable Amount strictly in accordance with the Payment Schedule as mentioned in **Schedule C** hereunder written.
- 1.3. Sale Price above includes the booking amount paid by the Allottee/s to the Promoter towards the Apartment.
- 1.4. **Taxes & Duties:**
- (a) Taxes on amounts payable by the Allottee/s to the Promoter under this Agreement shall be charged separately to the Allottee/s who shall bear and pay such Taxes along with the requisite stamp duty and the registration fees payable towards registration of the Sale Deed. Provided however, any statutory variation in Taxes and duties as a result of amendment to the existing laws and/or imposition of any new tax/duty/levy in India shall be to the account of the Allottee/s.
- (b) Allottee/s agrees to pay to the Promoter any additional tax / duties along with interest and penalty, if any, imposed by the relevant authorities, in case such additional tax / duty is charged by the authorities as a result of change in opinion / interpretation of the applicable tax laws or for any other reason whatsoever.
- (c) The Parties expressly and unequivocally agree that with effect from the date of coming into force of the Goods & Service Tax Laws ("GST") which includes Central Goods & Service Tax Act ("CGST") and State Goods & Service Tax Act ("SGST") and Integrated Goods & Service Tax Act, ("IGST"), the Promoter shall charge separately to the Allottee/s appropriate CGST and SGST or IGST, as applicable, in respect of the various amounts collected/received by the Promoter from the Allottee/s under this Agreement.
- (d) Under GST Laws including CGST, SGST and IGST, as applicable, the Allottee/s shall be liable to withhold taxes and pay the same to the Government ex-chequer in such manner and within such time as prescribed under the Applicable Laws. The Allottee/s shall provide necessary certificate of withholding to the Promoter in the prescribed form.
- (e) The Allottee/s further understand/s that during any extended period of delivery of possession of the Apartment in terms of this Agreement, if there is any increase in rates, taxes, duties, deposits and other levies/charges imposed and/or demanded or required to be paid to the concerned authorities, whether under the existing laws or under any other law enacted in the future, the said increase/enhancement shall be borne and paid by the Allottee/s.
- (f) Where the Promoter is required to make any refund to the Allottee/s in terms of this Agreement, the Promoter shall deduct necessary amounts towards such taxes & duties as may be required under the Applicable Laws, before making any such refund and in that event the Allottee/s shall not have any right to claim refund of such adjusted/deducted amount towards taxes and duties.
- (g) The Allottee/s shall mutate his/her/their/its name in the records of concerned

Municipality/Corporation/Panchayat and/or the concerned B.L. & L.R.O or any other Government and/or Semi Government department/office or any Constitutional body as applicable thereto after registration of Sale Deed and the Promoter agrees to sign necessary consent letters in respect thereof. The Promoter has agreed to assist the Allottee/s on request being made in this regard without being liable for such act. In the event of any demand for payment of betterment charges/assessment charges/mutation charges/Development Charges or any other charges as applicable in respect of the Apartment, the Allottee/s agree/s to pay the same in proportion for his/her/their/its Apartment as informed by the Promoter.

- (h) The Allottee/s agrees and undertake/s to pay all government rates and taxes inclusive of but not limited to municipal taxes, property taxes, land revenue/khazna, levies of any kind, by whatever name called, whether levied or leviable currently or in future or any enhancement/modification of the prevailing rates & taxes, by any Government Authority in relation to the Apartment and /or the Project Land, as the case may be, from the Possession Date or the Deemed Date of Possession, as may be applicable and same shall be payable by Allottee/s as per the demand raised by the Promoter.
- 1.5. The Sale Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges or introduction of new charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/ charges/ imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project, as per registration with the Authority, (if reasons of which directly attributable to the Promoter), which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee/s.
- 1.6. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such amount as may be decided by the Promoter for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.
- 1.7. It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned plans, layout plans in respect of the said apartment or the said project without the previous written consent of the Allottee/s and the Allottee/s further agrees such consent shall not be unreasonably withheld and shall release within a specified time as mentioned by the promoter. The Promoter may send a letter to the Allottee/s for the purpose of taking such consent through the registered post with Acknowledgement due on the address mentioned herein and incase the Allottee/s does not reply to such letter within one week on the date of delivery of the letter, the same shall be deemed to be consent of the Allottee/s as required under Section 14 of the Act;
- 1.8. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the Completion certificate in part/lots is granted by the competent authority. Any variation in the carpet area which is more than 3 % (percent) shall be measured by the parties and the price of such variation shall be adjusted accordingly. However, variation up to 3 % (three percent) is agreed by the parties.
- 1.9. It is hereby clearly stated by the Promoter to the Allottee/s that the project Grand One is a Part / subset of the integrated Township Project i.e. Shriram Grand City. The Township will be developed in a phased manner over a period of time, as per the Promoter's decision. The Township will have few common infrastructure components such as access roads, drains etc. and will have certain common utilities and amenities. These said common features of the township may be developed along with the Grand One or may be developed at a later date. The Allottee/s of Grand One Project shall have the right to use these common infrastructure, utilities and amenities along with other lawful owners of various other properties to be developed in phases within the Township, by paying regularly the applicable maintenance charges, either to the Promoter or to a management Agency to be identified and appointed by the Promoter.

2. MODE OF PAYMENT:

- 2.1. The Total Payable Amount shall be paid by the Allottee/s strictly in accordance with the Payment Schedule and other terms of this Agreement. The Promoter shall issue demand letters calling upon the Allottee/s ("**Demand Note**") to pay such amount within 15 (Fifteen) days from the date of the Demand Note and the Allottee/s shall make the payment within the said period. All payments shall be considered to have been received by the Promoter only when the same is credited in the account of the Promoter . In the event any Cheque/Draft submitted by any Allottee/s is returned unpaid, the Allottee/s shall have to pay, along with the unpaid amount, an additional amount of Rs. 1000/- (Rupees One thousand only) to the Promoter.
- 2.2. Timely payment in accordance with the Payment Schedule/Demand Note is of the essence in this Agreement.
- 2.3. Delayed Payment: If the Allottee/s delay/s in payment towards any amount which is due and payable, he shall be liable to pay interest at the rate of State Bank of India highest Marginal Cost of Lending Rate plus two percent from the respective due dates till the date of full and final payment of the Outstanding Amount.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Promoter shall be entitled to adjust/appropriate payments made by the Allottee/s first against taxes & duties, interest payable or any outstanding dues under any head, if any, and then towards the instalment dues. The Allottee/s shall be deemed to have authorised the Promoter to do so and undertakes not to object to such adjustments made by the Promoter.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee/s and the common areas of the said project to the association of Allottee/s.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

- 6.1. The Allottee/s has seen the approved building plan, and other related documents as approved by the Sanctioning Authority and accepted the floor plan, and the specifications,

amenities and facilities as mentioned in Schedule D and E, as represented by the Promoter. The Promoter shall construct the Project in accordance with the sanctioned plans, layout plans, building plans approved by the concerned sanctioning authority and as per the specifications and particulars of construction. The Promoter shall also abide by the provisions of all the Applicable Laws, rules, regulations, bye-laws and notifications in force as may be applicable to the Project and Project Land.

- 6.2. The Allottee/s understand/s that the layout plans and sanctioned plans in respect of the Apartment may be subject to addition and/or alteration. The Promoter shall, however, affect such additions and/or alterations after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws.
- 6.3. The Promoter has agreed to provide the specifications as mentioned under Schedule D and E. The Promoter may, however, owing to circumstances beyond its reasonable control, at its sole discretion, change such specifications of equivalent quality.
- 6.4. Notwithstanding what has been stated above, the Promoter may make such minor additions or alterations as may be required by the Promoter or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or engineer after proper declaration and intimation to the Allottee/s.
- 6.5. The Allottee/s agree/s and acknowledge/s that the Promoter shall have the right to make additions in the sanctioned plans, layout plans, of the apartments/shops, common areas within the Project to or put up additional floors/structures in the buildings in the Project after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws and such additional structures may result in change in the proportionate interest in the Project Land, Common Areas and Common Utilities, Facilities & Amenities in the Project. The Promoter shall also be entitled to connect the electricity, water and sanitary connections and drainage fittings for such additional structures with the existing sources after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws.
- 6.6. The Allottee/s further agree/s that even after taking possession of the Apartment, they shall have no objection for the Promoter in continuing with the construction of additional structures and/or buildings adjacent to or above the Apartment/Tower on any ground whatsoever (including nuisance). The Allottee/s shall not claim any compensation or withhold any payment payable to the Promoter for the same.
- 6.7. The Allottee/s hereby gives consent to the Promoter that the Promoter shall have full right, title and interest to use and utilize the additional FSI/FAR/TDR in respect of the Project Land, after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws, even after the Sale Deed of all the Apartments in the Project have been executed and the Allottee/s or the Association or any member of the Association shall not raise any objection, individually or collectively, of whatsoever nature for the same.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Apartment

- (a) The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee/s and the common areas to the association of Allottee/s (as soon as the Association is formed as per Law) is the essence of the Agreement. The conditions of the Possession in different circumstances are narrated herein below:
- (b) The Promoter assures to complete construction of the Apartment and hand over possession of the Apartment, subject to Clause 7.1(c) hereunder to the Allottee/s within 48 (forty-eight) months from the date of the Allotment Letter with an additional grace period of 6 (six) months ("**Possession Period**") or 31st December, 2022 whichever is earlier.
- (c) The Promoter shall, however, be entitled to an extension of the Possession Period, if the completion of construction and/or handover of possession of the Apartment is delayed on account of:
 - I. "**Force Majeure Events**", as detailed in Clause 16.15, which shall be assessed by the Promoter and the Promoter shall inform the Allottee/s about such impossibility in writing;
 - II. reasonable circumstances beyond the control of the Promoter and without any default on the part of the Promoter including but not limited to:
 - (i) any delay in payments by the Allottee/s;
 - (ii) any delay in obtaining any approval, sanction renewal, revalidation from the

authorities concerned on account of any reason beyond the control of the Promoter;

(iii) any delay due to any restriction, order, notification of authorities concerned and/or the Court of Law;

(iv) any default by the Allottee/s of the terms and conditions of this Agreement.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter from the Allottees within a mutually agreeable time. The promoter shall intimate the Allottee/s about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

(d) On happening of any or all of the events mentioned in Clause 7.1(c) above, the Allottee/s shall be deemed to have granted reasonable extension to the Promoter for completion of construction and/or handover of possession of the Apartment in such extended period.

7.2. Procedure for taking possession

(a) The Certificate issued by the Architect appointed by the Promoter for the Project with regard to the completion of construction of the Apartment in conformity with the sanctioned building plans and specifications mutually agreed under this Agreement shall be final and binding on the Parties;

(b) On receipt of the Certificate from the Architect as mentioned hereinabove and upon the Allottee/s making payment of the necessary amounts in conformity with the Payment Schedule (Schedule C), provided the Allottee/s is/are not in default of any of the terms and conditions of this Agreement, the Promoter shall intimate the Allottee/s to come for the inspection of the Apartment ("Inspection Notice") within a period specified in the Inspection Notice. In case the Allottee/s fail/s to turn up for the inspection within the period stipulated in the Inspection Notice, the Apartment would be deemed to have been inspected and accepted by the Allottee/s. During the inspection, the Promoter shall make a list of snags as may be indicated by the Allottee/s and clear the snags within a time period informed to the Allottee/s at the time of inspection. The decision of the Promoter with regard to the clearance of the snags will be final.

(c) The Promoter, upon obtaining of the Completion Certificate in part/lots from the Sanctioning Authority, shall serve upon the Allottee/s, a notice in writing to take over the possession of the Apartment ("**Possession Notice**") within the period stipulated in the said Possession Notice.

(d) The Allottee/s shall participate towards registration of the Sale Deed in respect of the Apartment in the manner mentioned in Clause 11 hereof and take over the possession of the Apartment from the Promoter on any date within the period stipulated in the Possession Notice ("**Possession Date**") subject to the payment of the Total Payable Amount in conformity with the Payment Schedule and the complete performance, observance and fulfillment of all the terms and conditions of this Agreement by the Allottee/s.

(e) If the Allottee/s, for whatsoever reason, fail/s and/or neglect/s to participate towards registration of the Sale Deed of the Apartment and take over the possession of the Apartment from the Promoter within the period stipulated in the Possession Notice, the Allottee/s shall be deemed to have taken possession upon expiry of the period specified in the Possession Notice for taking over possession of the Apartment ("**Deemed Date of Possession**"). For all purposes, such Deemed Date of Possession, irrespective of the actual date on which the Allottee/s take/s over the physical possession of the Apartment, will be construed as the Possession Date. It is clarified herein that the actual physical possession of the Apartment will be handed over to the Allottee/s only after the registration of the Sale Deed of the Apartment in favour of the Allottee/s in the manner mentioned in Clause 11 hereof.

(f) On and from the Possession Date or the Deemed Date of Possession, as may be applicable:

I. The Apartment shall be at the sole risk and responsibility and cost of the Allottee/s

- and the Promoter shall have no liability or concern thereof.
- II. The Allottee/s shall become liable to pay the Maintenance and other Charges or any other outgoings in respect of the Apartment.
 - III. All taxes, deposits and other levies/charges, utility payments imposed, demanded or required to be paid to the authorities concerned relating to the Apartment and the undivided interest in the Project Land shall be borne and paid by the Allottee/s.
 - IV. All other expenses necessary and incidental to the management and maintenance of the Project as determined by the Promoter/Association of the Allottees as the case may be shall be borne by the Allottee/s.
- (g) In the event the Promoter is unable to deliver possession of the Apartment within the time frame mentioned in Clause 7.1(b) above due to reasons mentioned in Clause 7.1(c) above, the Promoter shall intimate the Allottee/s of the occurrence of the same and shall complete the Project within such reasonable extended period as may be intimated to the Allottee/s.
 - (h) It will not be a pre-requisite or condition precedent for the Promoter to complete the Common Areas and Common Utilities, Facilities & Amenities for issuance of Possession Notice in respect of the Apartment to the Allottee/s. The Promoter shall, nonetheless, complete the same within the Possession Period stipulated in Clause 7.1(b).
 - (i) The Allottee/s understand/s and agree/s that the Promoter may develop a part of the Project and defer the development of some of the Clusters/Towers within the Project without affecting the handover of Apartment to the Allottee/s.
 - (j) The Allottee/s understand/s and agree/s that the Promoter shall handover the possession of the various apartments/shops comprised in the Project or part thereof in parts/lots. The sequence of handover of possession of a particular part/lot of apartments/shops in the Project will be at the sole discretion of the Promoter.

7.3. **Failure of Allottee to take Possession of Apartment**

If the Allottee/s fail/s to participate towards registration of the Sale Deed of the Unit and take over the possession of the Unit from the Promoter within the period stipulated in the Possession Notice, the Allottee/s shall be liable to pay to the Promoter holding charges at the rate of Rs. 6.30/- (Rupees six and thirty paise only) per square feet of the Built-up Area of the Apartment per month ("**Holding Charges**") exclusive of taxes and duties, as may be applicable.

7.4. **Possession by the Allottee**

After obtaining the Completion certificate for the project in parts/lots issued by the Sanctioning Authority and handing over physical possession of the Apartment to the Allottee/s after the registration of his/her/their Apartment, it shall be the responsibility of the Promoter to hand over the necessary copies of documents and plans, including common areas, to the association of Allottee/s as per the prevailing law until the same is formed ;

7.5. **Cancellation and Assignment**

7.5.1. **Cancellation by Allottee**

- (a) Allottee/s can cancel/withdraw his Allotment, without any fault of the Promoter ,at any time before execution and registration of Sale Deed of the Apartment ("**Cancellation Period**") by sending a letter in writing to the Promoter requesting such cancellation and in that event the Promoter shall cancel the Allotment by issuing a letter ("**Cancellation Letter**") and refund, without interest, the amount received till then from the Allottee/s after deducting an amount of Rs. 190/ (One Hundred and Ninety Only) per Square Feet of Built Up Area of the Apartment as charges towards cancellation ("**Cancellation Charge**") from the Booking Amount along-with applicable interest on delayed payments, taxes, duties and other charges required to be deducted/recovered from the Allottee/s upon cancellation in terms of this Agreement -
- (b) In the event of cancellation, the Allottee/s shall have no right or interest on the Apartment and the Promoter shall be discharged of all its liabilities and obligations under this Agreement towards the Allottee/s whereupon the Promoter shall have the right to deal with the Apartment in the manner in which it may deem fit.
- (c) The cancellation shall be deemed effective on the date of issue of Cancellation Letter by the Promoter (**Deemed Effective date**). Receipt or encashment of refund, if any, shall not be a prerequisite for cancellation.
- (d) It is hereby expressly and unequivocally agreed between the Parties that in the event of such cancellation of Allotment by the Allottee/s, apart from the payment of the applicable Cancellation Charge, the Allottee/s and/or its successors-in-interest, shall and will be under an obligation from time to time and at all times thereafter, upon every

request of the Promoter, to do and execute or cause to be done and executed all such acts deeds and things, including but not limited to the execution of a registered Cancellation Agreement, at the cost of the Allottee/s, for further or more perfectly assuring the right and interest of the Promoter in the Apartment, by way of relinquishing all its rights and interest in the Apartment and empowering/entitling it to deal with the same in the manner in which it may deem fit.

7.5.2. Assignment of Allotment by Allottee/s

- (a) The Allottee/s shall normally not be allowed to assign and/or alienate and/or transfer the Allotment. However, the Promoter may give its consent for the same at its sole discretion after 18 (eighteen) months from the date of Allotment and before registration of the Sale Deeds to the Allottee/s to assign his/her/their/its right in respect of the Apartment to any individual and/or entity/ies on charging an Assignment Fee of Rs. 190/- (Rupees one hundred and ninety only) per square feet of the Built-up Area of the Apartment.
- (b) It is also made clear that the Allottee/s will not be able to assign his/her/their/its rights in portions i.e., the Allottee/s will have to either assign all his/her/their/its rights in respect of the Apartment under this Agreement or otherwise shall not be able to assign his/her/their/its rights at all.
- (c) In addition to above, the Promoter's consent (if granted) to assignment of the Apartment to individual and/or entity(ies) shall be inter alia subject to the Allottee/s:
 - I. settling the Outstanding Amount before the date of such consent; and
 - II. causing the assignee(s) to execute necessary agreements, deeds and documentation with the Promoter in the format as provided by the Promoter to ensure the transfer and assignment of all the rights and obligations of the Allottee/s under this Agreement to and in favour of his/her/their/its assignee.
 - III. Such assignee shall pursuant to the assignment by the Allottee/s in terms hereof, be deemed to be the "Allottee" in relation to the Apartment and all provisions set out herein shall be applicable to such assignee. In the event that such assignee does not adhere to the provisions of the Agreement, the Clause 10.2 relating to the events of default and consequences in this Agreement shall apply in accordance with the terms contained therein.

7.5.3. Demise

- (a) In the event of the Allottee/s OR either of the Allottee's (in case of joint Allottees) demise prior to execution of the Sale Deed, the right to have the allotted Apartment shall devolve upon the nominee(s) as may be nominated by the deceased Allottee, subject to the condition that the deceased Allottee/s has executed and submitted to the Promoter a nomination form in the format prescribed by the Promoter.
- (b) The rights of the nominee mentioned above will be subject to any order by a court of law or declaration of legal heir(s) of the deceased Allottee/s and the nominee shall be deemed to be holding the Apartment or the refund, as the case may be, in trust for such legal heir(s) declared by the order of the court.
- (c) In the event that there is no nomination and the Allottee/s OR either of the Allottee/s (in case of joint Allottee/s) expires prior to execution of the Sale Deed, then the legal heir(s) of the deceased Allottee/s will be required to produce appropriate documents tenable in the eye of law to prove his/her/their heir-ship.
- (d) It is clarified that the Promoter may rely upon and shall not be held liable for acting or refraining from acting upon any document furnished to it (including Court Order/Judgment) without having to verify the authenticity or the correctness of any fact stated in the document or the propriety or validity of the service of such document. The Promoter may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to execute any document has been duly authorized to do so.
- (e) Such nominee(s)/legal heir(s) shall, pursuant to the demise of the Allottee/s OR either of the Allottee/s (in case of joint Allottee/s), be deemed to be the "Allottee/s or "co-Allottee", as the case may be, in relation to the allotted Apartment and all provisions set out herein shall be applicable to such nominee(s)/legal heir(s). In the event that the nominee(s)/legal heir(s) do not adhere to the provisions of the Agreement, the provisions of Clause 10.2 shall apply.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and Warrants to the Allottee/s as follows:

- 8.1. The Promoter has clear and marketable title with respect to the Project Land and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- 8.2. All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain in compliance with all Applicable Laws in relation to the Project.
- 8.3. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- 8.4. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee/s in the manner contemplated in this Agreement.
- 8.5. 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) has been received or served upon the Promoter in respect of the Project Land and/or the Project.
- 8.6. The Promoter shall obtain all such insurances in respect of the Project, as may be required under the Applicable Laws

9. RIGHTS AND OBLIGATION OF THE ALLOTTEE/s:

9.1. Rights of the Allottee/s.

The Allottee/s shall have the following rights in respect of the Apartment:

- (a) the right to obtain the information relating to sanctioned plans, approved by the KMDA and such other information as provided under Applicable Laws and this Agreement;
- (b) the right to visit the project site with due prior permission and following all safety norms & rules to assess the extent of development of the project and his Apartment.
- (c) the right to claim possession of the Apartment and the Allottee shall have the exclusive ownership of the Apartment;
- (d) the right to claim possession of the necessary documents and plans including that of Common Areas as well as the Common Utilities, Facilities & Amenities after handing over the physical possession of the Apartment by the Promoter ;
- (e) the rights and liberty of the Allottee/s and all persons entitled, authorised or permitted by the Allottee/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the staircases, passages and Common Areas of the Project for ingress and egress;
- (f) the rights of passage of water, gas, electricity, sewerage to the Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Project or any part thereof;
- (g) the right to lay cables or wires for radio, television, telephone and such other installations, at dedicated part of the Project, but upon recognizing and reciprocating such rights of the owners/lawful occupants of other apartments in the Project;
- (h) the rights of entry and passage for the Allottee/s with/without workmen to other parts of the Project at all reasonable times after notice for the purpose of repairs to or maintenance of the Apartment or for repairing, cleaning, maintaining the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the owners/lawful occupants of other apartments in the Project and making good any damage caused as a result thereof;
- (i) the proportionate undivided right to use the Common Areas as well as Common Utilities, Facilities & Amenities provided in the Project since the share interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas in common along with the Promoter and owners/lawful occupants of other apartments in the Project on payment of such sums as may be prescribed from time to time by the Promoter and/or the Owners' Association;
- (j) the proportionate undivided right to use and enjoy the Common Areas as well as the Common Utilities, Facilities & Amenities in accordance with the purpose for which they

are provided without endangering or encroaching the lawful rights of owners/lawful occupants of other apartments in the Project;

- (k) the unfettered right to deal with, transfer, alienate or dispose of the Apartment by way of sale, mortgage, gift, exchange or otherwise pursuant to the registration of the Sale Deed subject to the fulfillment of the terms of this Agreement.

9.2. **Obligations of the Allottee/s**

The Allottee/s shall have the following obligations in respect of the Apartment (the obligations herein contained are in addition to the obligations contained elsewhere in this Agreement):

- (a) to make timely payments of all amounts under this Agreement as per Payment Schedule mentioned under **Schedule C**;
- (b) to pay registration charges, municipal taxes, water and electricity charges, land revenue and other charges as per Applicable Laws;
- (c) in case of a delay in payment, to pay interest at the prescribed rate towards any of the amounts due or charges payable under this Agreement;
- (d) to participate towards formation of Association;
- (e) to take over physical possession of the Apartment after full payment of all amounts payable by the Allottee/s under this Agreement and completion of registration of the Sale Deed within the stipulated timeframe and in the manner mentioned in this Agreement;
- (f) to participate towards registration of this Agreement in respect of the Apartment, as and when the same may be required under the Applicable Laws, by handing over the executed copy of the Agreement to the Promoter for such purposes within the stipulated timeframe and in the manner as may be notified by the Promoter ;
- (g) to participate towards registration of the Sale Deed in respect of the Apartment within the stipulated timeframe and in the manner mentioned in this Agreement;
- (h) not default in payment of any taxes, charges, expenses, insurance or levies to be proportionally shared by the other owners/lawful occupants;
- (i) not enter into any parallel arrangements for maintenance of the Project;
- (j) not object to the use of Common Areas as well as Common Utilities, Facilities & Amenities in the Project meant normally for common use by the owners/lawful occupants of other apartments in the Project;
- (k) not at any time cause any annoyance, inconvenience or disturbance or injury to the other owners/lawful occupants in the Project;
- (l) not keep any cattle/live stock in the Apartment or in the Project and Allottee/s shall keep all the pets confined within the Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/lawful occupants in the Project;
- (m) maintain at his/her/their/its own cost, the Apartment and the Car Parking Space, if any, earmarked to them, in good condition, state and order and shall abide by all the laws and regulations of the Government, or/and any other duly constituted authority from time to time in force, and be responsible for all notices or violations of any of the terms and conditions in this Agreement and/or Bye-Laws of the Association from the date of registration of the Sale Deed;
- (n) to pay to the Promoter or its nominated maintenance company/agency or Owners' Association, as the case may be, the maintenance expenses on pro-rata basis as Core Maintenance Charges;
- (o) to sign all applications, papers, documents, agreements and other relevant papers, as required, in pursuance of the Allotment and to do all acts, deeds and things as the Promoter may require for the purpose of forming an Association;
- (p) not make any structural changes, changes in the internal design or changes on the external facade of the Apartment/Towers even after the execution of the Sale Deed. More specifically, the Allottee/s shall not:
 - I. dismantle any external wall,
 - II. change the elevation,
 - III. change the position of internal walls,
 - IV. change the position of electrical switches and location of fittings which are fixed and not subject to any alteration,
 - V. change the position of sanitary and kitchen fittings and fixtures which are fixed and not subject to any alteration, and;
 - VI. use the external walkways and terraces for storage;
- (q) not make any additions/alterations with respect to or concerning the electrical and

water supply networks provided by the Promoter in concealed and exposed manner within the Apartment;

- (r) not divide, sub-divide or demolish any structure of the Apartment or any portion thereof or cause to make any new construction in the Apartment. Further Allottee/s shall not use the Apartment for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purpose. Further the Allottee/s shall at all times co-operate with the owners/lawful occupants of the other apartment in the Project;
- (s) not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Tower in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (t) after taking the possession, may make non-structural changes/aesthetical changes to the Apartment, subject to prior approval and consent of the Promoter . However, it is hereby clarified that the Allottee/s shall not make any additions or alterations in the Apartment that may cause blockage or interruption in the smooth flow of common utilities and installations meant normally for common use and/or cause damage or encroachment on the structures of the Tower(s) in the Project;
- (u) to use and enjoy the Common Areas as well as the Common Utilities, Facilities & Amenities as and when permitted in common with other owners/ lawful occupants in the Project. The Allottee/s shall not place objects/things/articles which may hinder free use of Common Areas and Common Utilities, Facilities & Amenities. The Allottee/s shall not erect any compound or fencing around his/her/its Apartment.
- (v) to pay to the Promoter the proportionate share of all necessary sums expended by the Promoter for meeting all legal costs, charges and expenses, including professional and legal costs incurred by the Promoter in connection with formation of the Association and for preparing its rules, regulations and bye-laws.

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

10.1. Events of default by the Promotor

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

- (a) If the Promoter fails to complete or is unable to deliver possession of the Apartment within the Possession Period including extension thereof, save and except for the reasons mentioned in Clause 7.1(c) the Promoter shall be liable to pay delayed charges at the State Bank of India highest Marginal Cost of Lending Rate plus two percent for each month of delay , as compensation on and from the expiry of the Possession Period till the date of issuance of Possession Notice , if the Allottee/s do/does not intend to cancel the Agreement and withdraw from the Project.
- (b) If the Promoter fails to complete or is unable to deliver possession of the Apartment within the Possession Period including extension thereof, save and except for the reasons mentioned in Clause 7.1(c), the Promoter shall be liable to return the amount received by it in respect of the Apartment along with interest at the State Bank of India highest Marginal Cost of Lending Rate plus two percent, as compensation, if the Allottee/s wish/es to cancel the Agreement and withdraw from the Project.

10.2. Events of Default by the Allottee

10.2.1. Events of Default

- (a) Any defaults, breaches and/or non-compliances of the terms of this Agreement on the part of the Allottee/s shall be deemed to be "**Events of Default**". Without prejudice to the other rights available to the Promoter under Applicable Laws, on the occurrence of an Events of Default under this Agreement, the Allottees shall be liable for consequences stipulated herein. The following events are an illustrative and not exhaustive list of events that would constitute as an Events of Default by the Allottee under this Agreement:
- (b) Failure by Allottee/s to submit all necessary documents required by the Promoter;
- (c) Giving any false information in the Application Form;
- (d) Failure to make payment of Total Payable Amount in full or in part within the time stipulated thereof in the Payment Schedule and/or the Demand Note or as may be notified by the Promoter to the Allottee/s from time to time;
- (e) Failure to pay the share of registration charges, municipal taxes, water and electricity

- charges, Core Maintenance Charges, Township Maintenance Charges, ground rent and other lawful charges, if any, in terms of this Agreement;
- (f) Failure to pay interest for delayed payments in accordance with the Payment Schedule;
 - (g) Failure to pay Holding Charges in terms of the Agreement.
 - (h) Failure to execute the Sale Deed, this Agreement or any other document/undertakings/indemnities etc. or failure to participate towards registration of the Sale Deed, this Agreement or to perform any other obligation, if any, set forth in any other agreement/instrument with the Promoter;
 - (i) Failure to take possession of the Apartment within the time stipulated by the Promoter in its Possession Notice;
 - (j) Assignment of the Allotment or any interest of the Allottee/s in the Apartment without prior written consent of the Promoter;
 - (k) Dishonor of any instrument or non-realization of payment made by any Allottee/s for any reason whatsoever;
 - (l) Failure to participate towards the formation of an Association;
 - (m) Any other acts, deeds or things which the Allottee/s may commit, omit or fail to perform in terms of this Agreement, any other undertakings, affidavits, agreements, indemnities etc. or as demanded by the Promoter which in the opinion of the Promoter amounts to an events of default and the Allottee/s shall be bound to abide by the decision of the Promoter in this regard which shall be final and binding on the Allottee/s.

10.2.2. **Consequences of the Defaults:**

- (a) Upon the occurrence of any one or more of Events by the Allottee/s of Default under this Agreement including, but not limited to those specified above, the Promoter may at its sole discretion, cancel the Allotment and this Agreement by issuing a notice to the Allottee/s highlighting the Event(s) of Default and calling upon the Allottee/s to rectify such default ("**Cancellation Notice**"). If the default mentioned in the Cancellation Notice is not rectified by the Allottee/s within the period mentioned in such Cancellation Notice, the Promoter shall be entitled to cancel the Allotment and this Agreement without any further notice or intimation to the Allottee/s and the Promoter shall have the right to retain/recover the amount as stated in this Agreement towards the cancellation.
- (b) In the event of such cancellation as stated hereinabove, the Allottee/s shall have no right or interest on the Apartment and the Promoter shall be discharged of all its liabilities and obligations under this Agreement towards such Allottee/s whereupon the Promoter shall have the right to deal with the Apartment in any manner whatsoever in which it may deem fit.
- (c) Subject to Applicable Laws, in the event the Promoter decides to cancel the Allotment pursuant to Clause 10.2.2(a) any amount which is found to be refundable to the Allottee/s over and above the amounts retainable by the Promoter under this Agreement as its rightful dues, shall be refunded by the Promoter to the Allottee/s. However, the refund shall be made after the Allottee/s has/have given in writing to the Promoter a disclaimer that he/she/it has no claims against the Promoter in respect of the Apartment and has/have also returned to the Promoter the Allotment Letter, this Agreement and all other documents issued by the Promoter in respect of the Apartment. In the event of non-issuance such disclaimer within one month of cancellation, it is deemed that he/she/it has given such consent and the balance payable after deduction would be refunded.
- (d) For the sake of clarity, it is clarified that the encashment of the refund amount by the Allottee/s or the return of the original Allotment Letter, TOA, Sale Agreement and other documents issued by the Promoter shall not be considered as a pre-requisite for effective cancellation of the Apartment by the Promoter.
- (e) The Allottee/s agree/s that, Allottee/s shall not, directly or indirectly, make, express, transmit, write, or otherwise communicate in any way whether in writing and/or electronically transferred or otherwise, any remark, comment, information, or other statement of any kind, that might reasonably be construed to be derogatory, defamatory or likely to damage the reputation or name of the Promoter, its business, directors, employees, etc. The Allottee/s agree/s that on occurrence of any event as provided in this clause, the Promoter shall notwithstanding any other remedy available under the Applicable Laws, shall be entitled to call upon the Allottee/s to withdraw such act/statement/set right the damage through the same medium as the Allottee/s would have done, within 7 (seven) days from the date of service of notice to that affect and on

the failure of the Allottee/s to comply with such demand by the Promoter, it shall amount to events of default of this Agreement on the part of Allottee/s, and in such situation the consequences of default will follow and the Allotment shall be liable to cancel without any further notice or intimation to the Allottee/s in accordance with the terms of this Agreement.

- (f) Notwithstanding the Allottee/s agreeing to withdraw such act/statement/set right the damage as stated in the above clause, any loss or damage or expenses (including legal expenses) suffered by the Promoter in this regard shall be paid along with appropriate taxes, if any, by the Allottee/s to the Promoter within 7 (seven) days of the demand made by the Promoter.
- (g) It is hereby expressly and unequivocally agreed between the Parties that in the event of such cancellation of Allotment by the Promoter on the grounds of default by the Allottee/s, without prejudice any other rights of the Promoter under this Agreement or under law, the Allottee/s and/or its successors-in-interest, shall and will be under an obligation from time to time and at all times thereafter, upon every request of the Promoter, to do and execute or cause to be done and executed all such acts, deeds and things, including but not limited to the execution of a registered Cancellation Agreement, at the cost of the Allottee/s, for further or more perfectly assuring the right and interest of the Promoter in the Apartment by way of relinquishing all its rights and interest in the Apartment and empowering/entitling it to deal with the same in the manner in which it may deem fit.

11. CONVEYANCE OF THE SAID APARTMENT:

11.1. The Promoter, on receipt of Sale Price & the Total Payable Amount within the stipulated timeframe mentioned in the Payment Schedule **C** of the Apartment (as per the Schedule A Part III hereinbelow), from the Allottee, shall execute a conveyance deed (**Sale Deed**) and convey the title of the Apartment together with proportionate indivisible share in the Common Areas along with the physical possession to the Allottee within 3 (three) months from the date of issuance of the Completion Certificate in part/lots from the Sanctioning Authority, to the Allottee:

11.2. Registration:

- (a) The Promoter shall serve upon the Allottee/s a notice in writing for execution and registration of the Sale Deed as mentioned hereinabove and the Allottee/s shall abide by the same.
- (b) The Sale Deed will be drafted by the Solicitors/Advocates appointed by the Promoter and the same shall be in such form and shall contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the Sale Deed will be entertained unless such changes are required to cure any gross mistake or typographical or arithmetical error.
- (c) The Allottee/s and the Promoter herein shall co-operate with each other for registration of the Sale Deed in pursuance of this Agreement. The Allottee/s shall be liable to pay the stamp duty, registration charges, and all other related costs for execution of the Sale Deed and other documents to be executed in pursuance thereof.
- (d) In case 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 his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

12.1. Management and Maintenance of the Project - "Core Maintenance"

- (a) The Promoter shall be responsible for the management, upkeep and maintenance of the Common Areas and Common Utilities, Facilities & Amenities within the Project till the handover of the same to the Owners' Association. The same shall be referred to as the "**Core Maintenance**". The Promoter may entrust the Core Maintenance to one or more agencies of its choice for the specified period as the Promoter may deem fit or till formation of Owners' Association, whichever is earlier, subject to the terms & conditions as may be decided in due course.
- (b) For the purpose of smooth and hassle-free management, upkeep and maintenance of

the Project, the Allottee/s is/are liable to abide by the 'Bye laws' as shall be formulated by the Promoter for the Project.

- (c) The Allottee/s shall be liable to pay the Core Maintenance Charges at the rate of Rs. 2.50/- (Rupees two and fifty paise only) per month per square feet of the Built-up Area of the Apartment from the Possession Date for the purpose of Core Maintenance ("**Core Maintenance Charges**"). The above rates are based on the preliminary estimate made by the Promoter as on date. Final rate of Maintenance Charges shall be decided by the Promoter and informed to the Allottee/s before possession.
- (d) The Allottee/s will be required to pay to the Promoter in advance a sum equivalent to 24 (twenty-four) months of Core Maintenance Charges as intimated by the Promoter before taking possession of the Apartment as "**Advance Core Maintenance Charges**".
- (e) The Allottee/s will also be required to pay to the Promoter the amount as per the details given below before taking possession of the Apartment as "**Corpus Deposit**" towards Core Maintenance.
 - I. 1 BHK: Rs. 10,000/=
 - II. 2 BHK: Rs. 18,000/=
 - III. 3 BHK: Rs. 25,000/=
- (f) The Core Maintenance Charges shall become payable by the Allottee/s as aforesaid on and from the Possession Date or the Deemed Date of Possession, as may be applicable, or the date as may be decided by the Promoter at its sole discretion. The Promoter shall maintain the Project till the date of formation of the Owners' Association. During such period, the Promoter shall use the amount received on account of 'Advance Core Maintenance Charges' from the Allottee/s. After handover of Core Maintenance to the Association, if any amount out of Advance Core Maintenance Charges received from the Allottee/s is lying unutilized or unadjusted for certain number of months depending upon the timing of handover of the Apartments, the same shall be handed over to the Association without interest. After the completion of the 24 (twenty-four) months' period, the Allottee/s shall be responsible to pay the Core Maintenance Charge by 7th (seventh) day of each month in advance without any delay.
- (g) In the event the Promoter finds the aforesaid sum being insufficient to meet the Core Maintenance for any reason including in case of escalation in the cost of labour and other materials used for Core Maintenance, the Promoter shall be entitled to seek proportionate increase in these charges.
- (h) Any tax liability on account of the Core Maintenance Charges shall be borne by the Allottee/s.
- (i) In case the Allottee/s fail/s to pay the Core Maintenance Charges to the Promoter within the stipulated period mentioned hereinabove, then:
 - I. Interest at the State Bank of India highest Marginal Cost of Lending Rate plus two percent will be payable by the Allottee/s.
 - II. The Promoter shall be entitled to adjust the unpaid amount towards the Core Maintenance Charges from the Corpus Deposit.
- (j) After handover of Core Maintenance to the Association, unadjusted amount of Corpus Deposit the same shall be handed over to the Association without interest.

12.2. **Management and Maintenance of the Township – "Township Maintenance"**

- (a) The proposed Township comprises of areas intended to be used for other purposes and as indicated in this Agreement, are in no way, directly, indirectly or in any manner whatsoever, connected to this Project. The brochure and/or other advertising materials in any format made available in public domain are merely to acquaint the Allottee/s with the Township along-with the Project, and such brief description of the overall development plan is not intended to convey to the Allottee/s any impression of any right, title or interest in any of the zones to be developed in or about the land(s) falling outside the Project.
- (b) The Allottee/s acknowledge/s and accepts that the Township is being developed – in phases with diverse product clusters that are intended to be applied to different uses. The Promoter shall have the right and absolute authority to deal with the land comprising the entire Township, phasing of zones, Project Common Areas, infrastructure and facilities including but not limited to the creation of further rights in favour of any other party at their sole discretion. In furtherance thereof, the Promoter shall have the absolute right and entitlement to enter into any agreements and/or arrangements, including but not limited to agreements for transfer or parting of possession with any parcels of land in

which Township is comprised, and the Allottee/s hereby agree/s not to raise any objections or disputes regarding the same.

- (c) The Allottee/s further acknowledge/s and accept/s that the Township is being developed in phases and the Allottee/s shall not raise any objection and impediment to the same. The Promoter is free and entitled to carry on development activities on the said balance portions/phase at any time as they deem fit and the Allottee/s of the Project will not have any right to object to such development or claim any interest therein.
- (d) The Promoter shall be responsible for the maintenance of the Township, its infrastructure including but not limited to Township roads, entry scape, street lighting, drainages, electricity, parks, gardens and facilities as developed by the Promoter over a period of time. The same shall be referred to as the "**Township Maintenance**". The Promoter may also entrust the Township Maintenance to one or more Maintenance Company(ies) of its choice for the specified period as the Promoter may deem fit. The Promoter shall continue with the maintenance as above till the handover of the same to the concerned Local Authority or any other Governmental Agency(ies) in stages as may be applicable.
- (e) The Allottee/s shall pay Township Maintenance Charges at the rate of Rs. 1.30/- (Rupees one and thirty paise only) per month per square feet of the Built-up Area of the Apartment for maintenance of the Township ("**Township Maintenance Charges**"). The above rates are based on the preliminary estimate made by the Promoter as on date. Final rate of maintenance charge shall be decided by the Promoter and informed to the Allottee/s before possession.
- (f) The Allottee/s will be required to pay the Promoter in advance a sum equivalent to 24 (twenty-four) months of Township Maintenance Charges as intimated by the Promoter before taking possession of the Apartment as "**Advance Township Maintenance Charges**".
- (g) The Township Maintenance Charges shall become payable by the Allottee/s as aforesaid on and from the Possession Date or a date as decided by the Promoter. For a period of 24 (twenty-four) months from the date of completion, the Promoter shall use the Advance Township Maintenance Charges received from the Allottee/s. After the completion of the said period, the Allottee/s shall be responsible to pay the Township Maintenance Charges to the Promoter by 7th (seventh) of each month in advance without any abatement.
- (h) In the event the Promoter finds the aforesaid sums being insufficient to meet the Township Maintenance Charges for any reason including in case of escalation in the cost of labour and other materials used for Township Maintenance, the Promoter shall be entitled to seek proportionate increase in these charges.
- (i) Any tax liability on account of Township Maintenance Charges shall be borne by the Allottee/s.

13. DEFECT LIABILITY:

- 13.1. After the Possession Date, the Allottee/s will have no right or claim against the Promoter, except for structural defect, defective workmanship, quality or provision of service, if proved to the satisfaction of the Architect during the defect liability period which would be 5 (Five) years from the Possession Date or the Deemed Date of Possession, whichever is applicable ("**Defect Liability Period**") During such Defect Liability Period, if any major defect is proved to the satisfaction of the Architect, which makes the Apartment inhabitable, the same will be remedied at no extra cost to the Allottee/s. It is agreed that the decision of the Architect of the Promoter will be final and binding on the Allottee/s and the Promoter. All defects that are caused due to normal wear and tear, abuse and improper usage/negligence/omission/act or commission on the part of the Allottee/s and also due to those products fixtures and fittings for which the manufacturing companies/ vendors/ agencies do not provide warranty beyond the prescribed limited period as per market practices is/are excluded from this clause and for which the Promoter is neither liable nor responsible.
- 13.2. The Promoter shall not be responsible for any issues (such as difference in shades of tiles, granite, marbles, tolerances as per IS and building codes, air pockets beneath tiles, separation cracks/gaps between non- homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting). Moreover, minor tile

chipping, minor damages in places where welding has conducted, shall not be considered as defects for the purposes of this section. Allottee agrees and acknowledges that defects arising from natural wear and tear/forced/ intentional/accidental damages shall not come within the scope of defect liability and hence the Promoter shall not be responsible for the maintenance of the same. Further, Parties agree that any defects or damages caused to glass, electrical fixtures, ceramic, vitrified, porcelain materials after acceptance of possession of the Apartment by the Allottee shall not come under scope of defect liability and the Promoter shall not be held liable for not curing/ entertaining such claims.

- 13.3. The Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

14. CAR PARKING SPACE(S):

- 14.1. The Car Parking Space(s) provided in the Project are for the benefit of the Allottee/s or lawful occupants of the Project. However, a limited number of Car Parking Space(s) are proposed to be provided within the Project. The rights to use Car Parking Space(s) have to be earmarked to limited number of Allottee/s for facilitating the smooth functioning and use of Car Parking Space(s). The Allottee/s understand/s and agree/s that in the absence of such earmarking of Car Parking Space(s), the use of the Car Parking Space(s) would result in disharmony and periodical disputes amongst the Allottee/s/lawful occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorize/s the Promoter to earmark Car Parking Space(s) to the Allottee/s at the sole discretion of the Promoter in the mutual interest of one and all in order to maintain peace, cordiality and harmony amongst the Allottee/s. The Allottee/s further declare/s that he/she/they shall be bound by such earmarking of Car Parking Space(s) and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.
- 14.2. The Promoter shall earmark the Car Parking Space(s) for use to the Allottee/s at its sole discretion in accordance with the previous clause, irrespective of the preference made by the Allottee/s in the Application Form. Decision of the Promoter with regard to earmarking of the Car Parking Space(s) to Allottee/s shall be final and binding on the Allottee/s
- 14.3. The Car Parking Space(s) earmarked to Allottee/s is/are for his/her/their/its exclusive use and enjoyment and the Allottee/s shall not have the right to put up any construction in the Car Parking Space(s) or enclose the same or use/convert it for any purpose other than as a Car Parking Space, i.e. for parking of vehicle(s).
- 14.4. The Allottee/s on earmarking of the Car Parking Space(s), other than use of the same, shall not have any such power or authority to transfer the same separately other than with the Apartment allotted. In case of transfer/sale of Apartment by Allottee/s, the exclusive user-right of the Car Parking Space(s) shall stand automatically transferred along with the Apartment.

15. UTILITIES & FACILITIES:

15.1. Utilities

15.1.1. Electricity

Allottee/s will have to apply to concerned electricity office individually for obtaining supply of power and meter for their respective Apartments. The Promoter shall facilitate in making such applications by the Allottee/s. The Allottee/s shall be required to pay the applicable security deposit and/or other charges for the same to the said concerned electricity department.

15.1.2. Diesel Generator Back-up

- (a) The Promoter shall provide power back-up system through diesel generator in limited areas within the Apartment along with certain selected Common Areas in the Project as mentioned more fully and particularly in Schedule D.
- (b) The extent of power back-up provided will be decided by the Promoter and informed to Allottee/s before possession of the Apartment. The running charges for such power back-up will be part of the Maintenance Charge to be paid by the Allottee/s.

15.1.3. Water Supply

Water supply to the owners/lawful occupants of the Project will be made available by sourcing the same from the governmental agencies or any other available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost water supply

within the Apartment is strictly not permitted.

15.2. **Special Facilities**

- (a) The Promoter proposes to set up a club with the facilities including swimming pool and gymnasium within the Project ("**Special Facilities**") which will be accessible to all the owners/lawful occupants of the various Apartments in the Project. The facilities proposed within the said club may vary at the discretion of the Promoter.
- (b) The Special Facilities will be managed, operated and maintained by the Promoter or an agency appointed by the Promoter for the said purpose. The operational costs/charges of the Special Facilities will be determined by the Promoter at its sole discretion and the cost shall be borne, paid by the owners/lawful occupants of various Apartments in the Project within such periods as informed by the Promoter.
- (c) The detailed terms and conditions of membership and rules and regulations governing use of the Special Facilities will be formulated and circulated to all the owners/lawful occupants of various Apartments in the Project before the same are operational. Any person accessing the Special Facilities will be required to abide by these rules and regulations.
- (d) Any person accessing the Special Facilities will have to pay charges as per usage basis for specific facilities. The rate of charges will be determined by the Promoter before the same is made operational and intimated to all owners/lawful occupants of various Apartments in the Project.
- (e) All Allottee/s will get access to the Special Facilities as and when the same is ready for operation which shall create a right of use subject to payment of charges and observance of applicable rules, regulations and bye-laws. No right or lien of any nature whatsoever will be created or deemed to be created in favour of the Allottee/s in respect of the assets of the Special Facilities.
- (f) The right to use of Special Facilities shall be transferable along with the transfer of the Apartment from one person to another. Upon transfer/nomination of the Apartment from the Allottee/s to any other person, the right of the Allottee/s to use and avail the Special Facilities will stand terminated. In the event the Apartment is leased/rented out by the Allottee/s, only the occupant of the Apartment shall be entitled to make use of the Special Facilities and the Allottee/s shall not be entitled to use the Special Facilities.
- (g) The charge for operation and maintenance of the Special Facilities will be handed-over to the Association simultaneously with the handover of maintenance of the Project to the Association or at a later date as decided by the Promoter.
- (h) It is clarified that non-completion or non-operation of Special Facilities shall not be deemed as delay in handing over the possession of the Apartment and the Allottee/s shall take possession of the Apartment even if Special Facilities are not complete or non-operational.

15.3. **Shopping Facility**

The sanctioned shops/commercial spaces within the Project are an integral part of the Project but shall be out of the purview of Common Areas or Common Utilities, Facilities & Amenities of the Project. The Promoter shall be entitled to transfer such limited shop spaces as "**Separate Saleable Space**" to several individuals and/or other entities along with the proportionate, undivided right to use the Common Areas as well as Common Utilities and services and common Facilities in the Project with restriction as may be decided by the Promoter. The Promoter shall enter into a separate agreement for selling such separate saleable space identified as shops with different terms and conditions based on the sole discretion and decision of Promoter .

16. GENERAL:

- 16.1. The Allottee/s may obtain finance from any financial institution/bank or any other source but the Allottee/s's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee/s 's/s' ability or competency to obtain such financing and the Allottee/s shall remain bound by this Agreement whether or not he/she/they/it has/have been able to obtain financing for the purchase of the Apartment. The Promoter shall have the first lien and charge on the Apartment to be constructed by the Promoter under the terms of this Agreement and its possession shall lie with the Promoter until all the payments are made to the Promoter by the Allottee/s under this Agreement.

- 16.2. The Promoter has prior to this day, made available the photo copies of the deeds and documents of title, building plans and approvals pertaining to the Project to the Allottee/s and the Allottee/s has/have understood, evaluated and is satisfied himself about the title, approvals, designs, specifications, quality of construction, concept etc., of the Project.
- 16.3. The Allottee/s confirm/s that he/she/they/it has/have carefully read the conditions of this Agreement and has/have understood his/her/their/its obligations, liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing Brochure, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Allottee/s upon being satisfied as aforesaid and relying upon his/her/their/its own judgment and investigation(s), has/have executed this Agreement for purchasing the Apartment.
- 16.4. Under no circumstances shall the Allottee/s have any manner of ownership right in respect of any terraces/roofs/ appurtenant gardens in all Towers comprising in the Project unless specifically granted by the Promoter . The roofs will be at all time form part of the Common Areas. However, the Promoter shall have the perpetual right to put hoarding/neon signs/or communication equipment's in its name or in the name of its affiliates. The Allottee/s shall not trespass or enter without any authorization into any other apartment not allotted to the Allottee/s in the Project.
- 16.5. The rights of the Allottee/s are restricted to the Project Land, subject to any other rights granted to them/it under this Agreement. Under no circumstances they/it can claim any ownership right over any other parcel of land outside the Project Land save and except specifically conveyed to them/it by virtue of the Sale Deed. In case the Allottee/s , along with the other owners and through their Association plan any alteration, modification or redevelopment within the Project, the same shall be governed by the rules & regulation prescribed by the Competent Authorities at that point of time. The Promoter shall under no circumstance be responsible for any consequences arising out of the same.
- 16.6. All interior related works that the Allottee/s may take up on his/her/their/its own can be taken up only after handing over of possession of the Apartment to the Allottee/s by the Promoter . The Allottee/s shall carry out interior works on all days except Sundays during the day time between 9 A.M. and 6 P.M. The Allottee/s shall be fully liable and responsible to clear at their cost the debris generated. The Promoter does not owe any responsibility for any breakages, damages caused due to such interior work. The Promoter shall not be liable for any thefts during the course of such interior works. Allottee/s shall be responsible for any damage to the Common Areas and/or Common Utilities, Facilities & Amenities or the property of any third party during the execution of the above work.
- 16.7. The Promoter is entitled to reserve such number of apartments and car parking space(s) as they may deem fit in the Project for utilizing the same as service/transit Apartments by permitting the use of the same on daily/monthly/annual basis and exploit the income therefrom. The Allottee/s and/or the persons claiming through or under him/her/them/it shall not have the right to object or come in the way of the Promoter and the Promoter can also appoint any third party to run such activities of service/transit Apartments.
- 16.8. All rights and remedies of Promoter under the Agreement shall be in addition to all other legal rights and remedies belonging to Promoter and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies as aforesaid and it is hereby expressly agreed that the cancellation of Allotment for any cause whatsoever shall be without prejudice to any and all rights and claims of Promoter , which shall or may have accrued prior thereto.
- 16.9. The Promoter reserves its rights to access the Project in perpetuity for the purposes of supporting the development and maintenance of services therein. The Allottee/s agree/s and undertake/s to execute any such separate writings as may be required by the Promoter , confirming unfettered easmentary right in favour of the Promoter at any time hereinafter.
- 16.10. After the Promoter executes this Agreement he shall not mortgage or create a charge on such Apartment, and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, it shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take such Apartment. The Promoter agrees to secure necessary no objection certificates from the lending Bank/Institution and furnish the same to the Allottee/s at the time of execution of Sale Deed for the Apartment, confirming that the same being free from the said charge or mortgage.
- 16.11. The Allottee/s shall not alter or subscribe to the alteration of the name of the Project or the Towers as may be assigned by the Promoter . Further the Allottee/s shall not put up any name

- plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Project and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.
- 16.12. The original title deeds and other title related documents pertaining to the Project Land as well as several other approvals of the Project will be retained by the Promoter at all times. A copy of the relevant documents will be handed-over to the Association at the time of handover of Core Maintenance of the Project.
- 16.13. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or applicable requirements of Applicable Laws, such provision or part shall to that extent be deemed not to form part of this Agreement, and the legality and enforceability of the remainder of this Agreement shall not be affected.
- 16.14. If, due to any change in the Applicable Laws or rules or regulations or their interpretation by legislative body, any court of law or any other governing authority having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement contemplated herein becomes, inoperative, unenforceable, illegal, impracticable or impossible of performance, the Parties hereto agree that they shall use their best efforts to enter into such supplementary agreement or documentation as may be necessary to amend, modify the Agreement to make in accordance with such Applicable Laws, and find and employ such suitable means to achieve the same or substantially the same result as that contemplated by such Applicable Laws. In such event the Parties acknowledge and agree that enforceable provisions of this Agreement along with such supplementary agreement as entered by the Parties hereto, in order to give effect to such changes in Applicable Laws, shall supersede and prevail over such prior understanding of the Parties in the Agreement, which has been rendered illegal, invalid, unenforceable and impossible of performance.
- 16.15. **“Force Majeure Events” shall include the following:**
- (a) Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict, blockade, embargo, revolution, rebellion, riot, civil commotion, civil war, civil disorder, act of terrorism, insurrection or sabotage;
 - (b) Any act, rules, regulations, notifications, circulars, bye-laws of any Governmental Instrumentality including any Local Authority, State, or Central Government of India or any department, instrumentality or agency thereof which may have a materially adverse effect on the development of the Project;
 - (c) Flood, cyclone, lightning, earthquake, drought, storm or any other calamity caused by nature;
 - (d) Epidemic, famine;
 - (e) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
 - (f) Any unforeseen circumstances or conditions or event beyond the reasonable control of the Promoter .
 - (g) Any other circumstances as may be notified by the Competent Authority;
- 16.16. No decision or exercise of discretion / judgment / opinion/ approval of any matter arising out of or contained in this Agreement shall have the effect of amending this Agreement until expressly agreed in writing.
- 16.17. The Allottee/s will abide by the terms and conditions of these Agreement and Applicable Laws. In the event of a breach, contravention or non-compliance of any of the terms of this Agreement by the Allottee/s ,the Allottee/s shall be held solely liable for all the consequences of breach, contravention or non-compliance of any of the terms as provided under this Agreement or otherwise in any other document executed pursuant to this Agreement. If any loss, expense or damage is caused to the Promoter due to any act or negligence of the Allottee/s , the Allottee/s shall indemnify the Promoter for such loss, expense or damage incurred by the Promoter on account of such act or negligence by the Allottee/s .
- 16.18. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the right of the Promoter .
- 16.19. The Promoter and its affiliates, officers, directors, employees, agents, members, servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and any

other eventualities beyond the control of the Promoter and its affiliates, officers, directors, employees, agents, members, servants.

- 16.20. Any notice or correspondence to be sent to Promoter or Allottee/s under this Agreement shall be addressed and sent to the Allottee's respective addresses mentioned in this Agreement/ Application Form if addressed and sent by courier or by personal delivery or registered post with acknowledgement due and not in any other form. The Promoter or Allottee/s sending notice/correspondence is not responsible for non-delivery due to change in the address if the Promoter or Allottee/s changing the address has not intimated in writing the change of address. In case there are joint Allottees all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by the Allottee/s which shall for all intents and purposes be considered as properly served on all the Allottee/s .
- 16.21. Any modification or amendment of any of the provisions of this Agreement in order to be valid shall be in writing and signed by all the Parties hereto. The parties hereby also agree that time shall be the essence of this Agreement and each party shall abide by the timelines mentioned hereinabove.
- 16.22. In the event of any conflict between the provisions of TOA (including any correspondences)and this Agreement for sale, the provisions of this Agreement(together with any amendments or modifications thereof), shall prevail.
- 16.23. This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India.
- 16.24. This Agreement may be executed in duplicate or counterparts in the identical form, each of which shall be deemed as an original, but all of which taken together shall constitute one and the same instrument.

17. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Allottee/s shall permit the Promoter and or an agency appointed by it or the Owners' Association, as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Apartment who have defaulted in paying their share of the water, electricity and other charges and common expenses

18. USAGE:

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

19. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 19.1. Subject to Clause 10 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the 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.
- 19.2. The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc, on the face

facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s 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/s 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/s shall also not remove any wall including the outer and load bearing wall of the Apartment,

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

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

- 20.1. The Parties are entering into this Agreement for the allotment of Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.
- 20.2. Owner's Association shall be solely liable and responsible for applying or obtaining the renewal of all NOC from the appropriate authorities as shall be required from time to time for smooth functioning of the said Project.

21. ADDITIONAL CONSTRUCTIONS:

The Allottee/s agree/s and acknowledge/s that the Promoter shall have the right to make additions in the sanctioned plans, layout plans, of the apartments/shops, common areas within the Project to or put up additional floors/structures in the buildings in the Project after obtaining such other approvals/consents/permissions of the competent Authority that may be required under the provisions of Applicable Laws and such additional structures may result in change in the proportionate interest in the Project Land, Common Areas and Common Utilities, Facilities & Amenities in the Project. The Promoter shall also be entitled to connect the electricity, water and sanitary connections and drainage fittings for such additional structures with the existing sources after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws.

22. PROMOTER'S RIGHT TO MORTGAGE OR CREATE A CHARGE:

Without adversely affecting the rights and interest of the Allottee/s in respect of the said apartment under this agreement, in case the Promoter raise finance, loan from any financial institutions/Bank by way of mortgage / charge/ securitization of receivables or in any other mode or in any manner by creating charge/ mortgage of the said project, such mortgage shall be subject to the condition that the rights and interest of the Allottee/s in respect of the said apartment under this Agreement shall not be adversely affected and the Allottee/s shall be entitled to take loan from any Bank/ Financial Institution for purchase of the said apartment and the said apartment shall be free from all encumbrances at the time of registration of the Sale Deed of the said Apartment. For the purpose of the same the Promoter shall provide necessary NOCs etc. as may be required by the Allottee/s.

23. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottee/s that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1976 (Owner's Association).

- 23.1. The Allottee/s hereby agree/s and undertake/s to become a member/s of the Owners' Association, formation of which shall be enabled or facilitated by the Promoter in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) and rules, regulations and bye-laws framed thereunder for the Project and sign and execute all applications for membership and other papers, bye-laws and documents as may be necessary to form the Association and/or run the said Association. The Allottee/s shall observe and comply with all the bye-laws and rules & regulations of the said Owners' Association.
- 23.2. The Promoter shall pay all outgoings until it transfers the physical possession of the Project to the Association which it has collected from the various Allottee/s of the Project for the payment of such outgoings.

23.3. It is expressly clarified that the said Owners' Association, upon its formation and handover of the Project by the Promoter, shall be responsible for the management, maintenance, upkeep, security, administration and control of the Common Areas as well as the Common Utilities, Facilities & Amenities of the Project and for collecting Core Maintenance Charges for up-keep and maintenance of all Common Areas and Common Utilities, Facilities & Amenities within the Project.

24. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Registry Office as and when intimated by the Promoter. If the Allottee/(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the concerned Registry Office for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/s.

25. 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, whether written or oral, if any, between the Parties in regard to the said apartment.

26. RIGHT TO AMEND:

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

27. 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 Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

28. WAIVER NOT A LIMITATION TO ENFORCE:

28.1. 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/s in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

28.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision .Accordingly,any waiver by any party shall be in writing.

29. SEVERABILITY:

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

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

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

31. 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.

32. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the place as informed by the Promoter, and 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 Registry Office . Hence this Agreement shall be deemed to have been executed at _____

33. NOTICES:

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

_____ Name of Allottee/S
_____ (Allottee/S Address)
M/s _____ Promoter name
_____ (Promoter Address)

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

34. JOINT ALLOTTEES:

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

35. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the Allottee/s in respect of the apartment prior to the execution and registration of this Agreement for Sale for such apartment shall not be construed to limit the rights and interests of the Allottee/s under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

36. GOVERNING LAW:

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

37. DISPUTE RESOLUTION:

37.1 Subject to Clause below, in the event of default by the Promoter, the Allottee/s is/are entitled to enforce specific performance of this contract. Similarly, in the event of default by the Allottee/s, the Promoter shall be entitled to enforce specific performance of this agreement or take action as per this Agreement.

37.2 In the event of breach of the terms of this Agreement for Sale or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be resolved in the manner provided in the Act and the Rules made therein.

38. JURISDICTION:

Only the Courts in Kolkata shall have the exclusive jurisdiction to try, entertain and determine all actions, suits and proceedings by and between the parties hereto relating to or arising out of or under this Agreement or connected therewith.

[We have herein above inserted other terms and conditions as per the contractual understanding between the parties. However, such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Allottee: (including joint Allottees)

Signature _____
Name _____
Address _____

Please affix
photograph
s and sign
across the
photograph

Signature _____
Name _____
Address _____

Please affix
photograph
s and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter :

Signature _____
Name _____
Address _____

Please affix
photograph
s and sign
across the
photograph

At _____ on _____ in the presence of

WITNESSES :

Signature _____
Name _____
Address _____

Signature _____
Name _____
Address _____

SCHEDULE 'A'

PART- I: "PROJECT LAND"

ALL THAT pieces and parcel of contiguous land altogether admeasuring 15.03 acres (equivalent to 60867 Sq. Mtrs.) comprised in L.R. Dag No. 4474(P) corresponding to R.S. Dag Nos. 568, 335, 334, 330, 329, 307, 354, 435, 431, 422, 436, 434, 432, 424, 425, 426, 427, 460, 461, 462, 463, 457, 456, 448, 449, 447, 500, 501-504, 506-509, 398, 612, 641, 642, 649, 650, 652, 654, 656, 606, 609, 659, 430, 644, 676 under L.R. Khatian No. 11976, R.S. Khatian No. 11721 within Mouza Konnagar, J.L. No. 7, Police Station – Uttarpara falling within the local limits of Kanaipur Gram Panchayat in the District of Hooghly butted and bounded:

On the North	Partly by L.R. Dag No. 4474(P) within Mouza Konnagar and partly by L.R. Dag No. 1904 within Mouza Khodrabahera;
On the East	By L.R. Dag No. 4474(P);
On the South	By L.R. Dag No. 4474(P);
On the West	Partly by L.R. Dag No. 4474(P), partly by L.R. Dag No. 4475 and partly by L.R. Dag No. 4476, all within Mouza Konnagar;

PART- II: "PROJECT – GRAND ONE"

"**GRAND ONE**" shall have 24 (twenty-four) multi-storied Towers, each having still+14 upper floors comprising of residential apartments along with limited shops comprised in 8 (eight) clusters (3 Towers in each Cluster) along with such Common Areas and Common Utilities, Facilities & Amenities as more particularly described in **Schedule E** hereunder written.

PART- III: "APARTMENT"

ALL THAT a residential apartment No. -----having the area description appearing in the Table below and located on the ----- of **Tower** - -----within **Cluster** - ----- of "Grand One" of "Shriram Grand City" which is being constructed on the Project Land:

TABLE: AREA DESCRIPTION OF THE APARTMENT

Super Built-up Area (in Sq. Ft.)	Built-up Area (in Sq. ft.)	Carpet Area (in Sq. ft.)	Exclusive Balcony (in Sq. ft.)

ALONG WITH exclusive, perpetual, transferable and heritable right to park a vehicle in ----- designated Car Parking Space(s) **TOGETHER WITH** the undivided, proportionate right to use the Common Areas and Common Utilities, Facilities & Amenities (described under Schedule E) in the Project in common with the Promoter as well as the owners/lawful occupants of other apartments comprised in the Project **AND TOGETHER WITH** the proportionate undivided indivisible impartible share in the Project Land (described under Schedule I) attributable to the Built-Up Area of the Apartment in proportion to the sum total of the Built-Up Area of all the apartments and shops comprised in the Project. The Apartment is delineated in the concerned Floor Plan annexed hereto which is marked as **Schedule B** and duly bordered thereon in '**RED**'.

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C'

[Payment Schedule as per terms agreed with the Allottee - To be provided at the time of execution of this Agreement]

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

"SPECIFICATIONS"

1. Structure

- 1.1. Sub-Structure- RCC Pile foundation
- 1.2. Super Structure – RCC Frames & suitable alternative

2. Masonry (Wherever required)

- 2.1. Brick or Light-Weight Concrete / Fly-ash blocks in Cement Mortar

3. Plastering

- 3.1. Cement Mortar (Where ever required)

4. Painting

- 4.1. Internal Wall – PoP putty with a coat of Primer
- 4.2. Internal Ceiling – PoP putty with coat of Primer
- 4.3. External Wall & Ceiling – Cement based paint
- 4.4. On metal surfaces – Enamel paint

5. Tiling – on Floors

- 5.1. Apartments - Living, Dining, Bedrooms - Vitrified Tiles
- 5.2. Apartments - Kitchen, Balcony & Service – Ceramic tiles
- 5.3. Apartments - Toilets – Ceramic tiles
- 5.4. Common Area Passages -Ceramic tiles
- 5.5. Stairs & Other locations – Cement flooring /equivalent
- 5.6. Ground Floor Common Facilities – Cement flooring

6. Kitchen counter

- 6.1. Granite top

7. Tiling – on Walls

- 7.1. Apartments- Kitchen – Up to 2'0" from cooking platform – Ceramic tiles
- 7.2. Apartments - Toilets – Up to 7'0" from floor – Ceramic tiles
- 7.3. Lift fascia at Lobby (Few Select locations) – Granite/Marble/Tiles

8. Plumbing

- 8.1. Water supply, Drainage & Sewage – PVC pipes or equivalent
- 8.2. Hot water provision only to shower with a wall mixer in all select toilets
- 8.3. Sewage line – Stoneware or equivalent

9. Sanitary

- 9.1. Water closets – EWC of standard quality
- 9.2. Wash Basins – standard quality
- 9.3. Fixtures – CP of standard quality
- 9.4. Kitchen Sink – Stainless steel – Single bowl standard quality

10. Joinery

- 10.1. Entrance Door frame – Hard wood or alternative material
- 10.2. Other Door Frames – Hard wood or alternative material
- 10.3. Entrance Door Shutter – Solid core flush with Teak Ply and varnished or alternative material
- 10.4. Toilet Door Shutters & frames - PVC

- 10.5. Balcony Doors & frames – Aluminium swing /PVC
- 10.6. Other Door Shutters – Flush door
- 10.7. Windows – Aluminium sliding shutters
- 10.8. Ventilators – Aluminium frame with Glass louvers

11. Handrail

- 11.1. MS grills with enamel paint

12. Electrical

- 12.1. Fittings of standard quality
- 12.2. Wiring – standard quality

13. Power Back-up (through DG)

- 13.1. Tower entrances
- 13.2. Staircases
- 13.3. Lift
- 13.4. Security check point
- 13.5. Corridor, lift lobby (limited)
- 13.6. Stilt parking (limited)
- 13.7. Internal driveways (limited)
- 13.8. Club (limited)
- 13.9. LGF Parking (limited)
- 13.10. Open areas (limited)
- 13.11. Services/ maintenance rooms (limited)
- 13.12. CommApartmenty hall (limited)
- 13.13. Within apartments (limited)

14. Lift

- 14.1. 2 lifts of standard make in each Tower of the Project – One 10 pax and other 15 pax.

SCHEDULE 'E'

“COMMON AREAS” AND “COMMON UTILITIES, FACILITIES & AMENITIES”

PART I - “COMMON AREAS”

- 1. The foundations, columns, girders, beams along with all structural and other components necessary or convenient for the existence, maintenance and safety of each Tower in the Project.
- 2. The staircases, lifts, corridors, staircase and lift lobbies, fire escapes, roof, mummy, parapet, lift machine room, entrances and exits of each Tower in the Project.
- 3. Ground Floor facilities such as entrance lobby, toilets (gents/ladies), fire control room, communication room, electrical meter room, LT/HT room, maintenance/store room, security room, community hall, security booth in each Tower of the Project.
- 4. Installations of central services such as electrical power supply system, water supply system, sewage collection & disposal system, storm water drainage sanitation system, rain water harvesting system fire-fighting system, solar power system, communication system, power back-up system (DG) and in general, all apparatus connected with installations existing for common use.
- 5. Overhead water tanks, underground water reservoir, sumps.
- 6. Fire Refuge Terraces on 8th and 13th Floors and Open Terraces in the 1st Floor of each Tower of the Project.
- 7. Driveways, ramps and pedestrian pathways.
- 8. Boundary of the Project Land including entry/exit gates of the Project along with security cabins.
- 9. Landscaped garden.

10. Visitors' parking areas.
11. All other areas, parts, portion of the Project necessary or convenient for its maintenance, safety etc. and in common use.

PART II - "COMMON UTILITIES, FACILITIES & AMENITIES"

1. Common Utilities & Services

- 1.1. Electrical Power Supply system
- 1.2. Water Supply system
- 1.3. Sewage Collection & Disposal system
- 1.4. Storm water drainage & sanitation system
- 1.5. Rain Water Harvesting system
- 1.6. Fire Fighting system
- 1.7. Solar Lighting system (Select locations)
- 1.8. Communication system
- 1.9. Power back-up system through DG (Limited areas)

2. Common Facilities at Ground Level

- 2.1. Entry Plaza & Lounge
- 2.2. Vertical Transport – lifts, staircases and suitable ramps for people with special needs
- 2.3. Electrical Meter Room
- 2.4. Fire Control Room
- 2.5. Security Room
- 2.6. LT Panel Room
- 2.7. Maintenance cum Store Room
- 2.8. Communication Hub Room
- 2.9. Community Hall with Pantry
- 2.10. Ladies & Gents Toilet
- 2.11. Complex Entrance Gates & Security Booth
- 2.12. Boundary
- 2.13. Parking Spaces for Visitors
- 2.14. Drive ways & Walk ways
- 2.15. Traffic Signages
- 2.16. Ambulance parking space

3. Common Amenities at Ground Level

3.1. Central Green Zone

- i) Party Lawn & Dining space
- ii) Amphi-theatre with performance space
- iii) Children Play area
- iv) General Seating

3.2. Club House Complex

- i) Banquet Space with Guest Rooms, Kitchen & Toilets
- ii) Central Lounge
- iii) Gymnasium
- iv) Yoga & Meditation Centre
- v) Kids Indoor Play Area
- vi) Games Room
- vii) Adda Zone
- viii) Library & Reading Room
- ix) Mini Theatre
- x) Swimming Pool
- xi) Changing Room
- xii) Ladies & Gents Toilet
- xiii) First Aid Centre