AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("**Agreement**") is executed on this [___] day of [___] 20[__],

BETWEEN

UTKARSH SFATIK LIMITED (C.I.N. U45100WB1992PLC195097), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Ecospace Business Park, Block - 4B, 6th Floor, Premises No. IIF/11, Action Area - II, New Town, Kolkata – 700156 and its corporate office at [____] (PAN **AAACU8592J**), represented by its authorized signatory [___] (Aadhar no. [___]), authorized vide board resolution dated [___]hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns), of the **FIRST PART**:

AND

[*If the Allottee is a company*]:

[___] LIMITED(CIN no. [___]) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [___], (PAN [___]), represented by its authorized signatory, [___], (Aadhar no. [___]) duly authorized *vide* board resolution dated [___], hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the **SECOND PART**.

[*OR*]

[*If the Allottee is a Partnership*]:

[___], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [___], (PAN [___]), represented by its authorized partner [___], (Aadhar no. [___]) authorized *vide* [___], hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **SECOND PART**.

[*OR*]

[*If the Allottee is an Individual*]:

Mr. / Ms. [___], (Aadhar no. [___]) son / daughter of [___], aged about [___], residing at [___], (PAN [___]), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors and permitted assigns) of the **SECOND PART**.

[*OR*]

[*If the Allottee is a HUF*]:

Mr. [___]**,** (Aadhar no. [___]) son of [___]aged about [___]for self and as the Karta of the Hindu Joint Mitakshara Family known as [___] HUF, having its place of business / residence at [___], (PAN [___]), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

[*Please insert details of other allottee (s), in case of more than one allottee*]

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

DEFINITIONS:

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

(a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), as amended and/or substituted;

(b) "**Appropriate Government**" means the State Government;

(c) "**Rules**" means the Bihar State Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016, as amended and/or substituted;

(d) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development Act, 2016, as amended and/or substituted;

(e) "**Section**" means a section of the Act.

WHEREAS:

A. By a sale deed dated 8 December 2008, registered with the District Sub Registrar, Patna in Book No. I, CD Volume No.52, Page from 501 to 532, being No 20162 for the Year 2008 ("**Said Deed**"), the Promoter had purchased a piece and parcel of land admeasuring 7.52 Acres (30432.30 square meters) situated at Premises being Municipal Survey Plot Nos. 157, 158, 159 (part), 160, 161, 162 and 60 (part), within Ward No. 27 of Patna Municipal Corporation, Sheet Nos. 2 & 3, Circle No. 3, Revenue Thana No. 20, Jamabandi No. 160A, Mouza- Adra, Principal Road-Lodipur (formerly Patna Gaya Road), Muhalla- Lodipur, Police Station- Buddha Colony, in town and district of Patna, Bihar (hereinafter referred to as the "**Purchased Land"**). The Promoter has represented to the Allottee and the Allottee has duly noted the following facts relating to the Purchased Land by the Promoter under the Said Deed:

(a) As per physical measurement the Purchased Land measured 30404.30 square meters (hereinafter referred to as the "**Larger Land"**) instead of the land area of 30432.30 square meters mentioned in the said Deed;

(b) The Promoter has affirmed under an affidavit dated 21 November 2018 that a demarcated portion of the Larger Land being an area of 828.80 square meters shall be donated by the Promoter to the Patna Municipal Corporation for the purpose of road widening by virtue of a registered Deed of Gift in due course of time.

(c) In pursuance of the terms of the Said Deed, a portion of the Larger Land comprising of land area of 1366.1 square meters has been used for reserving the easement in the nature of right of way to the public in general to access the church situated on the adjoining land;

(d) The Promoter is thus absolutely seized and possessed of and/or sufficiently entitled to a piece and parcel of land admeasuring 6.97 Acres (equivalent to 28209.39 square meters) (hereinafter referred to as the "**Complex Land**"). The detailed description of the Complex Land is given in **Schedule "A"** hereunder and demarcated in the map/plan of the Complex Land annexed herewith as **Annexure "I"** in colour [___].

B. The Promoter is presently desirous of utilising the Complex Land for the construction of a mixed-use development scheme ("**Complex**"). The present scheme of the Complex proposed by the Promoter on the Complex Land comprises of two separate phases with clear and distinct uses:

(a) The residential phase will comprise of 2 (two) towers having 127 nos. of residential apartments of various shapes and sizes along with necessary common areas, facilities and amenities which shall be available for the exclusive use and enjoyment of the allottees of such residential phase and the said residential phase shall be known as "**THE RESIDENCY- CITY CENTRE PATNA**" ("**Project**"). The Project shall be developed and constructed by the Promoter on 2.00 Acres (8102.60 square metres) of clearly demarcated land parcel out of the Complex Land which would be dedicated for the Residential Phase alone ("**Residential Phase Land**"). The detailed description of the Residential Phase Land is given in **Schedule "A1"** hereunder and demarcated in the map/plan of the Complex Land annexed herewith as **Annexure "II"** in colour [___].

(b) The commercial phase will comprise of several commercial units of different shapes and sizes meant for use as retail spaces/shops, office spaces and hotel along with necessary common areas, facilities and amenities ("**Commercial Phase**"). The Commercial Phase will be developed and constructed by the Promoter on 4.97 Acres (20106.79 square metres) of clearly demarcated land parcel out of the Complex Land which would be dedicated for the Commercial Phase alone ("**Commercial Phase Land**"). The proposed

Commercial Phase, except for the purpose of integration of infrastructure for the benefit of the allottees, is in no way, directly, indirectly or in any manner whatsoever, connected to the Project. The brochure and/or other advertising materials in any format made available in public domain are merely to acquaint the allottees with the nature and scheme of mixed-use development which the Promoter intends to develop on the Complex Land, and such brief description of the overall development plan is not intended to convey to the allottees any impression of any right, title or interest in any of the constructed spaces to be developed in the Commercial Phase Land falling outside the Project. The Promoter is free and entitled to carry on development activities on the Commercial Phase Land at any time as it deems fit and the allottees of the Project will not have any right to object to such development or claim any interest therein.

It has been provided under the Act that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

C. 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 Residential Phase Land on which Project is to be constructed have been completed.

D. The Patna Municipal Corporation has granted the commencement certificate to develop the Complex which includes the Project *vide* their acceptance of commencement notice issued by the Promoter in Form-X, under Bye Law No. 8(6)(F),10 of Bihar Building Bye Laws, 2014 dated 26-04-2019 with digital number 2019105958 . The Promoter has commenced the construction of the Project after issuance of such commencement notice and has duly represented to the Allottee that the present stage of construction of the Project on the date of execution of this Agreement is as follows:

(a) Residential Tower-A: [ ]

(b) Residential Tower-B: [ ]

E. The Patna Municipal Corporation vide its Letter No. 2010 dated 17 January 2011, had initially sanctioned the plan for the Complex. Subsequently, after the expiry of the validity of the initial sanctioned plan, the Promoter had applied for the fresh sanction of building plans and the Patna Municipal Corporation vide its approval no. 2487 dated 20 February 2019, has sanctioned a single plan proposing the development of the entire Complex comprising both the Project and the Commercial Phase ("**Complex Plan**"). The Promoter has, therefore, obtained sanction of the final layout plans, building plans, specifications and approvals in respect of the Project from the Patna Municipal Corporation as a part of the single sanctioned Complex Plan ("**Project Plan**"). The Promoter agrees and undertakes that it shall not make any

changes to these Project Plan except in strict compliance with section 14 of the Act and other laws as applicable.

F. The Promoter has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at [___] on [___] under registration no[___].

G. The Allottee has applied for a residential apartment in the Project *vide* application no. [____] dated [___] and has been allotted residential apartment no. [___] having carpet area of [___] square feet, type [___], on [___] floor in [tower/block/building] no.[___] ("**Building**") along with exclusive balcony/open terrace area appurtenant to the Apartment (as mentioned under the Explanation to Section 2(k) of the Act) having carpet area of [___] square feet along with a Utility Room on the same [___] floor of the Building having carpet area of [___] square feet (the residential apartment, exclusive balcony/open terrace area and the Utility Room are hereinafter collectively referred to as the "**Apartment**" more particularly described in **Schedule "B"** and the floor plan of the Apartment is annexed hereto and marked as **Schedule "B1"**) together with the exclusive right to park a vehicle in [___] covered/open Parking Space(s) earmarked as no. [____] admeasuring [___] square feet in the [___] ("**Parking Right**" more particularly described in **Schedule "B2"** and the floor plan of the said covered/open Parking Space(s) is annexed hereto and marked as **Schedule "B3"**) as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**" more particularly described in **Schedule "D"**) as defined under clause (n) of Section 2 of the Act.

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

J. 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;

K. 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 Recital G.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Recital G.

1.2 The Total Price for the Apartment based on the carpet area is Rs. [___] (Rupees [___] only ("**Total Price**"), the break-up and description of which is as provided herein below:

Block/Building/Tower no. ___ Apartment no. Type _____ Floor _____	**Rate of Apartment per square feet** (in Rupees)
Break-up of Total Price:	
Cost Head	**Price** (in Rupees)
Cost of Apartment	
Preferential location charges	
Taxes	
Interim Maintenance Charges (as per clause 11.1)	
Maintenance Security Deposit (as per clause 11.1)	
SCA Maintenance Charges (as per clause 11.4)	
SCA Maintenance Security Deposit (as per clause 11.4)	
RAC Membership Charges(one time)	
RAC Advance Annual Subscription Charges	
DG Load Charges	
Documentation Charges	
Total Price (in rupees)	

Explanation*:*

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

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association of

allottees or the competent authority, as the case may be, after obtaining the completion certificate:

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

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

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

(iv) *The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.*

(v) *The Total Price is inclusive of Interim Maintenance Charges, Maintenance Security Deposit, SCA Maintenance Charges, SCA Maintenance Security Deposit, RAC Advance Annual Subscription Charges. These charges and deposits, although forming part of the Total Price of the Apartment, shall be collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Common Areas mentioned in* ***Schedule "D"*** *hereunder and fixtures, fittings and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of the Project by the Association of the allottees of the Project or the taking over of maintenance of the Commercial Phase by the Commercial Phase Maintenance Body, as the case may be. Simultaneously with the taking over of the maintenance of the Project by the Association of the allottees of the Project, the Promoter shall handover the Interim Maintenance Charges, Maintenance Security Deposit, RAC Advance Annual Subscription Charges to the Association of allottees subject to appropriate deductions as provided under this Agreement and accounts thereof. Likewise,*

simultaneously with the taking over of the maintenance of the Commercial Phase by the Commercial Phase Maintenance Body, the Promoter shall handover the SCA Maintenance Charges, SCA Maintenance Security Deposit to the Commercial Phase Maintenance Body subject to appropriate deductions as provided under this Agreement and accounts thereof.

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

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule "C"** ("**Payment Plan").**

1.5 It is agreed that the Promoter shall not make any additions and alterations in the Project Plan and the nature of fixtures, fittings and amenities described herein at **Schedule "E"** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, save and except any minor reduction due to wall finishes, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the Apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule "C"**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.7 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Project as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share /interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other owners, lawful occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Dedicated Common Areas to the Association of allottees as may be formed under the provisions of the Act or any other applicable laws, which shall act as the common maintenance body for maintenance and management of the Dedicated Common Areas of the Project after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the Total Price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint/POP, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case maybe with at least 7 (seven) days' prior written notice to the Promoter. The Allottee shall comply with all requisite safety measures during such site visit and inspection.

(v) **Parking Spaces**: The Promoter has provided limited number of 71 (seventy-one) open parking spaces along with 8 (eight) covered parking spaces within the Project ("**Parking Spaces**") in conformity with the Project Plan for the benefit of the allottees of the Project and such Parking Spaces shall be treated as a part of the Dedicated Common Areas of the Project.

It is expressly provided herein that 34 (thirty four) open/covered Parking Spaces out of the total 79 (seventy nine) Parking Spaces have been identified and reserved by the Promoter for grant of exclusive parking right to allottees of apartments having a carpet area of more than [ ] square feet within the Project ("**Category A Parking Spaces**") while the remaining 45 (forty five) open/covered Parking Spaces out of the total 79 (seventy nine) Parking Spaces ('**Category B Parking Spaces**") shall be meant for grant of exclusive parking right to the allottees of the remaining apartments in

the Project. It is further clarified herein that the exclusive right to park vehicles at both the Category A Parking Spaces and the Category B Parking Spaces shall be granted by the Promoter to allottees of apartments in the Project on a "FIRST COME FIRST SERVED" basis.

The exclusive right to park vehicles in designated covered/open Parking Spaces shall be granted by the Promoter for facilitating the smooth functioning and beneficial use and enjoyment of the Parking Spaces by the allottees. The Allottee understands and agrees that in the absence of such earmarking of Parking Spaces, the use of the Parking Spaces would result in disharmony and periodical disputes amongst the allottees/lawful occupants of the various apartments in the Project. In view of the same the Allottee hereby irrevocably authorizes the Promoter to earmark Parking Spaces to the allottees 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 allottees of the Project. The Allottee further declares that the Allottee shall be bound by such earmarking of Parking Spaces and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.

The Allottee shall not have the right to put up any construction in the Parking Spaces or enclose the same or use/convert it for any purpose other than as for parking of vehicles at the designated space depicted in the Ground Floor Plan under **Schedule "B3"**. The Allottee on earmarking of the Parking Spaces by the Promoter, shall not have any such power or authority to transfer the same separately other than with the Apartment allotted. In case of transfer of Apartment by the Allottee, the exclusive Parking Right (as mentioned under **Schedule – "B2"**) in respect of the designated Parking Space (as depicted under **Schedule – "B3**") shall stand automatically transferred along with the Apartment.

PROVIDED HOWEVER that in the event of completion of allotment of the 79 (seventy nine) Parking Spaces in entirety to the allottees concerned in the Project, if any further request for a Parking Space is made by an allottee (who could not be allotted any Parking Space in the Project due to completion of allotment of all the Parking Spaces available in the Project) then in that event the Promoter may at its sole discretion grant a limited but irrevocable license to park vehicle(s) on a demarcated area of the Commercial Phase Land within the Complex Land earmarked for open car parking ("**Licensed Parking Space**") in conformity with the plans sanctioned by the sanctioning authority for facilitating the beneficial use and enjoyment of the apartment by the allottee. The Promoter and the allottee concerned, in such event, shall enter into a separate license agreement ("**Parking License Agreement**") recording the terms and conditions of such license (including depiction of the designated Licensed Parking Space and the licensee fees payable), which shall be executed by the Parties simultaneously with this Agreement. The

allottees concerned shall not have any right title interest in the Licensed Parking Space save and except the right to use the Licensed Parking Space for the parking of vehicles in terms of the Parking License Agreement. The allottee on earmarking of the Licensed Parking Spaces by the Promoter, shall not have any power or authority to transfer the same separately other than with the Apartment allotted. In case of transfer of Apartment by the allottee, the exclusive Licensed Parking Space shall stand automatically transferred along with the Apartment. It is expressly clarified herein that the Licensed Parking Space shall under no circumstances whatsoever be considered or treated as a part of either the Dedicated Common Area of the Project or the Shared Common Area of the Complex.

(vi) **Utility Room**: Apart from the apartments, the Promoter has also provided for certain definite number of Utility Rooms ('**Utility Rooms**") and toilets on each floor of the Buildings comprised in the Project as per the Project Plan. The toilets located on each floor of the Buildings comprised in the Project shall be considered as a part of the Common Areas whereas the Utility Rooms located on each floor of the Buildings comprised in the Project shall be offered to allottees of the Project for the beneficial enjoyment of the apartment allotted to such allottees on the same floor of a particular Building in the Project. No allottee of an apartment located on a particular floor of a Building comprised in the Project shall have the option to select a Utility Room which is located on any other floor of the same Building or in the other Building comprised in the Project.

(vii) **Dedicated Common Areas**: The dedicated common areas in the Project, which include the common areas, parts and portions within the Project, are dedicated to the Project and intended for common use and enjoyment by the Allottee in common with the Promoter and all the other allottees/lawful occupants of other apartments comprised in the Project, and are more fully and particularly described in **Part "A"** of **Schedule "D"** (**"Dedicated Common Areas"**).

(ix) **Shared Common Areas**: Notwithstanding the fact that the Promoter shall develop, construct and implement the mixed-use development scheme of the Complex on the Complex Land in a phase-wise manner, the residential phase Project shall always be construed as an independent stand-alone self-contained Project on the Residential Phase Land. Further, the Project shall not be linked or combined with the Commercial Phase being developed within the Complex save and except for integration of the infrastructural facilities in the manner mentioned below for the benefit of allottees. Accordingly, the allottees of the Project shall be entitled to the right to use and enjoy the following infrastructural facilities in common with the lawful owners/occupants of the Commercial Phase (hereinafter referred to as "**Shared Common Areas**", more fully and particularly described in **Part "B"** of **Schedule "D"** and depicted in the layout drawing/plan of the Complex annexed hereto and marked as **Annexure "III"** and bordered thereon in colour [ ]), which

due to the complex scheme of development, design, logistic and operational reasons cannot be segregated and are required to be integrated with the Commercial Phase for the benefit of the allottees of the Project:

(a) The Drive way (including the fire drive way) running through the Commercial Phase Land and the Residential Phase Land, being the designated entry and exit route for common use of both the Project and the Commercial Phase;

(b) The Cable way for HT line and LT line;

(c) The storm water and sewer line running through both the Commercial Phase Land and the Residential Phase Land;

(d) The main incomer of the data and voice cable lines running through the basement of the Commercial Phase and thereafter distributed to the Project;

(e) The common infrastructure of the Complex is located in the Basement and Service Block of Commercial Phase which would include the following amenities and facilities:

i. The Sewerage Treatment Plant which will cater to the entire Complex located in the Basement of Commercial Phase;

ii. Electrical substation consisting of transformer and HT panels and associated main LT electrical panels provided separately for the Project and Commercial Phase but located in the Service Block which is part of Commercial Phase;

iii. DG set(s) provided separately for the Project and Commercial Phase but located in the Service Block which is part of Commercial Phase;

The above areas, facilities, amenities, parts and portions shall always be considered as a part of the Shared Common Areas intended for common use and enjoyment by the allottees of the Project in common with the Promoter, and the owners/lawful occupants of the Commercial Phase of the Complex.

(x) **The Residents' Activity Centre** ("**RAC**"): The Promoter shall develop and construct a "Residents' Activity Centre" (namely "**ZEST**") in the Project ("**RAC**"). The RAC will form part of Dedicated Common Areas and will be handed over to the Association of allottees of the Project in terms of this Agreement. The Allottee shall become the member of the RAC on payment of a one-time non-refundable membership charges as mentioned under clause 1.2 of this Agreement at the time of handing over possession of the Apartment ("**RAC Membership Charges**"). The membership of the

RAC shall be only in the name of individuals and the one-time non-refundable charge for RAC will be paid by the Allottee to the Promoter as articulated in the Total Price. One membership of the RAC will entitle the individual, spouse and dependent children to use RAC and related facilities. The other occupant(s) of the Apartment may also use the RAC and its related facilities, subject to confirmation from the Allottee and on payment of additional annual subscription charges as may be decided by the Promoter/Association from time to time. Other allottee(s) (such as body corporate, AOP etc.) will be required to nominate the allotted apartment, who, for all purposes, will be treated as the member of the RAC. The rate of annual subscription charge for the Apartment is Rs. [___] per apartment. This amount is at today's cost and subject to revision from time to time. The usage of the RAC by the allottees, however, is subject to the payment of subscription charge. The annual subscription for 1 (one) year shall be payable to the Promoter at the time of handing over possession of the Apartment ("**RAC Advance Annual Subscription Charges**"). The RAC shall be managed by the Promoter either by itself or through its nominee, for a maximum period of 1 (one) year from the date of handover of possession. Till the handover of the Dedicated Common Areas to the Association, the Promoter would operate and manage the RAC and upon handover of the Dedicated Common Areas to the Association, the Association would appoint the Promoter for the unexpired period of one year. RAC Membership Charges would be appropriated by the Promoter however the RAC Advance Annual Subscription Charges collected from the allottees in advance would be returned back with interest accrued to the Association (subject to reconciling the accounts and adjusting the expenses incurred till the date of handover). Some of the facilities at the RAC shall be available to the members, subject to payment of the annual subscription, while other facilities will be available on "pay and use" basis over and above the annual subscription charges. Detailed terms and conditions of RAC membership, different charges and rules governing the usage of the RAC will be formulated and circulated by the Association to all the members in due course, which will be binding on all the members of RAC. In case the Apartment is transferred, the membership of RAC will automatically stand transferred to the transferee of the Apartment and the transferor will cease to be member of the RAC.

(xi) It is made clear by the Promoter and the Allottee agrees that the Apartment along with Parking Right shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project on the Residential Phase Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's Dedicated Common Areas shall be available only for use and enjoyment of the Allottees of the Project.

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

(xiii) The Allottee has paid a sum of Rs. [___] (Rupees [___] only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan **[Schedule "C"]** as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan **[Schedule "C"|** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '[___]' payable at[___].

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen and understood the Project Plan comprising the proposed layout plan, building plans, specifications, of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Agreement) of the Apartment which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the Project Plan. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such Project Plan approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Patna Municipal Corporation and shall not have an option to make any variation /alteration / modification in Project Plan, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1 **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas (as mentioned under **Schedule "D"**) with all specifications, amenities and facilities (as mentioned under **Schedule "E"**) of the Project in place by 30 March 2022, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty-five) days from the date such termination comes into effect. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the completion/occupancy certificate, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion/occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of completion/occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of allottees, as the case may be, after the issuance of the completion/occupancy certificate for the Project. The Promoter shall hand over the completion/occupancy certificate of the Project to the Association of allottees in terms of the provisions of the Act.

In view of the fact that there is a single sanctioned Complex Plan which proposes the development of the mixed-use Complex comprising both the Project and the Commercial Phase, the Patna Municipal Corporation may issue a temporary occupancy certificate in conformity with the applicable building laws, rules, regulations and bye-laws upon completion of the Project and issue the final occupancy certificate only upon completion of construction of the entire Complex including the Commercial Phase. The Allottee expressly and unequivocally agrees acknowledges and understands that such issuance of temporary occupancy certificate for all purposes and intent will be construed as the final occupancy certificate for the Project and upon such issuance the Project shall be deemed to be complete in all respect in accordance with the Project Plan.

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

7.4 **Possession by the Allottee** - After obtaining the completion/occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees of the Project or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion/occupancy certificate in respect of the Project.

7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, then subject to terms mentioned below, the Allottee shall serve a 90 (ninety) days' notice in writing on the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit an amount equal to the sum total of the booking amount paid for the allotment, all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonor of cheque(s) and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the Promoter.

Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of cancellation only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

Subject to the disclosures stated more fully and particularly in **Schedule** "**F"** hereunder (the "**Disclosure Schedule**"), the Promoter hereby represents and warrants to the Allottee as follows:

(i) The Promoter has absolute, clear and marketable title with respect to the Residential Phase Land; the requisite rights to carry out development upon the Residential Phase Land and absolute, actual, physical and legal possession of the Residential Phase Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the Residential Phase Land or the Project;

(iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Apartment

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Residential Phase Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Residential Phase Land, Building and Apartment and Common Areas;

(vi) 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 created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Residential Phase Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association of allottees or the competent authority, as the case may be;

(x) The Residential Phase Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Residential Phase Land;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the completion/occupancy certificate has been issued and possession of apartment, plot or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by

completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

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

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

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

(i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting the Cancellation Charges and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

9.4 The Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation/extinguishment recording such cancellation without the requirement of the presence or signature of the Allottee in such deed of cancellation/extinguishment and the

Allottee shall cease to have any right title interest whatsoever in the Apartment or Building or Residential Phase Land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate. However, 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. The conveyance deed shall be drafted by the solicitors/advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the deed of conveyance shall be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

11. MAINTENANCE OF THE BUILDING /APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees ("**Association**") upon the issuance of the completion/occupancy certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

11.1 **Maintenance of Dedicated Common Areas**: There will be an Association of the allottees of the Project. The maintenance of the Dedicated Common Areas shall be handed over to the Association by the Promoter upon formation of such Association by the allottees of the Project as per the Act and/or any other applicable law. The allottees shall be liable to comply with the formalities of becoming members of Association and also to comply with the Rules and Bye-laws of the Association. The Promoter, as prescribed under the Act and/or any applicable law, shall at an appropriate time notify the allottees of the Project regarding formation of the Association of the Project so as to enable them to constitute/form such Association. The Allottee shall simultaneously with execution of this Agreement, provide a specific power of attorney in favour of the Promoter authorizing the Promoter to take necessary steps for formation of Association in respect of the Project.

In the event such Association of allottees of the Project is not formed for reasons not attributable to the Promoter within the statutorily prescribed period, then the Promoter, in order to ensure the benefit of the Project and the allottees, either on its own or through its nominated agency shall continue to maintain and manage the Dedicated Common Areas at the costs and expenses of the allottees but for a period not exceeding one (1) year ("**Interim Maintenance Period**"). The Allottee, will pay maintenance charges for the aforementioned Interim Maintenance Period, which amount is included in the Total Price and shall be referred to as the "**Interim Maintenance Charge**". Any tax liability on account of Interim Maintenance Charge shall be borne by the Allottee in addition to the Interim Maintenance Charge.

11.2 **Maintenance of Dedicated Common Areas by the Promoter after the Interim Maintenance Period**: In the event the Association is not formed by the allottees under the Act or any other applicable laws within the Interim Maintenance Period or in the event the Association is unable or unwilling to take over the management and maintenance of Dedicated Common Areas for reasons not attributable to the Promoter, as a result of which the Promoter is compelled to maintain the Dedicated Common Areas, beyond the Interim Maintenance Period, then, the Allottee shall be under obligation to pay the necessary monthly maintenance charges for Dedicated Common Areas, in advance as and when demanded by the Promoter or its nominated agency (ies) and at the rate as may be decided by the Promoter or its nominated agency (ies) from time to time. Such maintenance charges, (which the allottee will be required to pay on monthly basis in case of the Association not being formed by the allottees of the Project) shall be subject to increase from time to time. The maintenance charges may also be increased by the Promoter in view of any substantial increase in electricity tariff and/or diesel rate, minimum wages and any other input. The maintenance activities will be operated by the Promoter or its nominated agency (ies) on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance by the Promoter or its nominee/nominated agency (ies).

In addition to the Interim Maintenance Charges payable by the Allottee as mentioned in 11.1 above, before possession of the Apartment, the Allottee shall also deposit with the Promoter an amount as articulated in the Total Price and this amount shall be referred to as the "**Maintenance Security Deposit**". Any tax liability on account of Maintenance Security Deposit shall be borne by the Allottee. It is expressly agreed by the Allottee that the Maintenance Security Deposit will not carry any interest and upon formation of or taking over of management and maintenance by the Association, as the case may be, the same will be handed over by the Promoter to such Association PROVIDED HOWEVER, prior to handing over the deposits to the Association, the Promoter shall have the right to deduct any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Dedicated Common Areas out of deposits as well as the non-receipt of any maintenance charges from such defaulting allottee and the Promoter shall give due account of such deductions to the Association.

Till such time the Promoter has to regulate the use, maintenance and management of the Dedicated Common Areas, the Rules/ Bye Laws for such use, maintenance, management and operation shall be framed by the Promoter and thereafter, on formation of the Association, the same would be done by the Association with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

(i) Air Conditioning: The Apartment has been designed for Variable Refrigerant Flow (VRF) system of Air Conditioning with suitable provisions for keeping outdoor units of the AC system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing their AC units. No puncturing of window/wall to install AC units will be permitted.

(ii) Installation of Antenna etc.: The allottee shall not be entitled to install antennas, dish etc. for any purpose either in their premises or in the common areas.

i. No puncturing of window/ wall to install A.C / Antenna/Dish will be permitted.

(iii) Balconies/Terrace: Every Apartment in the Project has a balcony. Drying of clothes etc. shall have to be done by the Allottees in such a manner that it does not disturb the aesthetics of the Building/ Project and should not in any manner be visible from the open areas of the Project. The balconies in the Apartments will always remain to be balcony and no glazing/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the Building. No interference to the elevation/ façade of the Building/ Project will be permitted. The design intent of the architects will be required to be maintained by the Allottee.

(iv) Solar Panel: The Promoter may provide solar panel on some portion of the terraces of the Buildings of the Project as required under the relevant law(s). If provided, the allottee/ Association of the allottees will not alter the location/remove such solar system.

11.3 **Default in payments of Maintenance Charges**: Till such time the Association takes over maintenance and management of the Dedicated Common Areas of the Project, failure to pay maintenance charges, SCA Maintenance Charges, Electricity Charges, DG usage Charges and Membership Subscription of the RAC within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at the rate of [___]% per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

11.4 **Maintenance of Shared Common Areas**: The management, maintenance, upkeep and security of the Shared Common Areas shall be collectively referred to as the "**SCA Maintenance**". The Promoter and/or its transferee and/or its nominated agency(ies) shall at

all times be solely entitled for the SCA Maintenance till the formation of the association/maintenance body of purchaser(s) of various commercial units comprised in the Commercial Phase ("**Commercial Phase Maintenance Body**"). On formation of the Commercial Phase Maintenance Body, the Promoter shall handover the SCA Maintenance to the Commercial Phase Maintenance Body.

The Allottee, will pay an advance maintenance charges for the Interim Maintenance Period as defined above in clause 11.1 for the upkeep, management and maintenance of the Shared Common Areas ("**SCA Maintenance Charges**") at the rate of Rs. [___]/- (Rupees [___] only) per month per square feet of the Carpet Area of the Apartment as mentioned in the description of the Total Price of the Apartment under clause 1.2. The above rates are based on the preliminary estimate made by the Promoter as on date. In the event the Promoter finds the aforesaid sums being insufficient to meet the SCA Maintenance Charges for any reason including in case of escalation in the cost of labour, AMC and other inputs/materials used for SCA Maintenance, the Promoter shall be entitled to seek proportionate increase in these charges from the Association of allottees of the Project. The SCA Maintenance Charges shall become payable by the Allottee as aforesaid on and from the date of possession as provided under this Agreement. For a period of 1 (one) year from the date of possession, the Promoter shall use the SCA Maintenance Charges received in advance as above from the Allottee in the manner stated above. After the expiry of Interim Maintenance Period, the Allottee shall be liable to pay the SCA Maintenance Charges to the Promoter/Association of the Project by 7th (seventh) of each month in advance without any abatement. Any tax liability on account of SCA Maintenance Charges shall be borne by the Allottee.

In addition to the SCA Maintenance Charges payable by the Allottee as mentioned above, on or before possession, the Allottee shall also deposit with the Promoter an amount as articulated in the Total Price and this amount shall be referred to as the "**SCA Maintenance Security Deposit**". Any tax liability on account of SCA Maintenance Security Deposit shall be borne by the Allottee. It is expressly agreed by the Allottee that the SCA Maintenance Security Deposit will not carry any interest and the Promoter shall have the right to deduct any expenditure made by it towards the management, maintenance, upkeep and security of the Shared Common Areas as well as the non-receipt of any maintenance charges from defaulting owners/lawful occupants of the Commercial Space from such SCA Maintenance Deposit. The Promoter, however, shall give due account of such deductions to the Association and the Commercial Phase Maintenance Body.

It is clarified that the Share Common Areas are or shall continue to be jointly owned by the Promoter (or its nominee or transferee or the Commercial Phase Maintenance Body) and the Association of the Project. As such, the Promoter (or its nominee or transferee or Commercial Phase Maintenance Body) and the Association of the Project shall be jointly and severally liable for the upkeep and maintenance of the Shared Common Areas and shall be liable to bear and pay the necessary maintenance charges for the upkeep, security, management and maintenance of the Shared Common Areas proportionately as may be

decided by the Promoter (or its nominee or transferee or Commercial Phase Maintenance Body) and the Association of the Project mutually.

12. DEFECT LIABILITY:

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

Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

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

than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment 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.

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

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Bihar Apartment Ownership Act, 2006 and the Promoter is showing compliance of various laws/regulations as applicable in the State of Bihar.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

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

_____Name of Allottee
_____ (Allottee Address)

UTKARSH SFATIK LIMITED
Ecospace Business Park, Block - 4B, 6th Floor,
Premises No. IIF/11, Action Area - II,
New Town, Kolkata – 700156

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34 ADDITIONAL TERMS:

34.1 **Assignment**: The Allottee may assign this agreement any time before the registration of the Deed of Conveyance in favour of the allottee, subject to the following conditions:

(a) An assignment fee equivalent to 3% (three percent) of the Total Price together with applicable taxes if any payable, has been paid to the Promoter;

(b) All amounts agreed to be payable by the Allottee under this Agreement has already been paid to the Promoter.

34.2 **Modification of the portion of the Complex Plan dealing with the Commercial Phase:** The Allottee has entered in to this Agreement with the full knowledge that the development of the entire mixed-use Complex by the Promoter on the Complex Land is proposed under one sanctioned Complex Plan duly approved by the Patna Municipal Corporation vide Letter No. 2487 dated 20 February 2019. By entering into this Agreement the Allottee shall be deemed to have authorized absolutely unconditionally for all times to come the Promoter (including any of its assignees or nominees) to make any and all changes modifications alterations additions of the sanctioned Complex Plan, layout plan, specifications of the buildings or the common areas of the Commercial Phase to the end and intent that the Promoter shall be entitled to undertake all the above without any further consent or approval of the Allottee and with the further power to sign and execute, for itself and for and on behalf of all the allottees of the Project all documents required to get revised sanction of such changes, consent, approval or any affirmative action of any nature whatsoever.

34.3 **Insurance**: Under Sec. 16 of the Act the Promoter is required to take insurance of the Residential Phase (subject to notification by the Appropriate Government and availability of such insurance cover), then, and in such event, the Allottees will be required to contribute

(proportionately on the basis of the Carpet Area of their respective Apartments, as may be so decided by the Promoter) for payment of insurance premium and charges for taking such insurance policy by the Promoter.

34.4 **Documentation Charges**: The Allottee will be required to pay to the Promoter, the charges Rs. [___]/- (Rupees [___]). The Documentation Charges will be part of the Total Price.

34.5 **Electricity Supply**: The Promoter shall guide the Allottees to obtain electricity meters with respect to their Apartments from electricity supply agency. The Allottees shall be required to fill in the requisite forms and pay the applicable security deposit and charges to electricity supply agency. The Allottee shall pay the electricity bill pertaining to their Apartments directly to electricity supply agency.

34.6 **Diesel Generator Power Backup**: Provision has been made for the installation of Diesel Generator ("DG") to run the basic facilities at the Project, the location of which is shown in the map/plan annexed hereto and marked as **Annexure "IV"**. In addition to that, DG back up facility is also being made available for running electrical fittings and appliances in the apartment. Every apartment in the Project (depending on the type of the apartment) shall be provided with specified DG power load and the one-time charge for the same is articulated in the Total Price, which will be payable by the Allottee on or before possession of his Apartment. In case the Allottee requires any additional DG Load, the same may be provided by the Promoter, subject to availability and on payment of additional charges @Rs. [___]/- (Rupees [___]) per KVA plus applicable taxes. The Allottee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter/the Association, as the case may be.

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

SIGNED AND DELIVERED BY
THE WITHIN NAMED ALLOTTEE
(INCLUDING JOINT ALLOTTEE):

SIGNED AND DELIVERED BY
THE WITHIN NAMED PROMOTER:

SCHEDULE "A"

["DESCRIPTION OF COMPLEX LAND"]

ALL THAT a piece and parcel of land admeasuring 6.97 Acres (equivalent to 28209.39 square meters) situate at Premises being Municipal Survey Plot Nos. 157, 158, 159 (part), 160, 161, 162 and 60 (part), within Ward No. 27 of Patna Municipal Corporation, Sheet Nos. 2 & 3, Circle No. 3, Revenue Thana No. 20, Jamabandi No. 160A, Mouza- Adra, Principal Road- Lodipur (formerly Patna Gaya Road), Muhalla- Lodipur, Police Station- Buddha Colony, in town and district of Patna, Bihar, and the Complex Land parcel has been demarcated in the map/plan annexed hereto and marked as **Annexure "I"** and duly bordered thereon in colour [___]

SCHEDULE "A1"

["DESCRIPTION OF RESIDENTIAL PHASE LAND"]

ALL THAT the residential Project named "**THE RESIDENCY- CITY CENTRE PATNA**" comprising of 2 (two) multi-storied Ground and 17 (seventeen) upper storied Buildings having 127 nos. of residential apartments to be developed and constructed on 2.00 Acres (8102.60 square metres) of clearly demarcated parcel out of the Complex Land which has been more fully and particularly described in **Schedule "A**" appearing hereinabove, and the Residential Phase

Land parcel has been demarcated in the map/plan annexed hereto and marked as **Annexure "II"** and duly bordered thereon in colour [___]

SCHEDULE "B"

["DESCRIPTION OF APARTMENT"]

ALL THAT residential apartment no. _____ having carpet area of _____ square feet (super built-up area of _____ square feet), type _____, on ____ floor of [tower/block/building] no._____ along with exclusive balcony/open terrace area appurtenant to the Apartment [if any] having carpet area of ____ square feet, along with Utility Room [if any]having carpet area of _____ square feet on the same ____ floor of [tower/block/building] no._____. The Apartment and exclusive balcony/open terrace area appurtenant to the Apartment [if any] and the Utility Room [if any] are all delineated on the _____ **Floor Plan** appearing in **Schedule "B1"** hereunder and bordered thereon in **RED** colour.

SCHEDULE "B1"

["FLOOR PLAN OF THE APARTMENT"]

Apartment No…… together with an exclusive balcony/open terrace area [if any] and the Utility Room [if any], which has been more fully and particularly described in **Schedule "B**" appearing hereinabove, are all delineated on the _____ **Floor Plan** hereunder and bordered thereon in **RED** colour.

SCHEDULE "B2"

["PARKING RIGHT"]

Exclusive right to park a vehicle in ____ covered/open Parking Space(s) earmarked as no. _____ admeasuring _____ square feet. The said Parking Space(s) delineated on the map/plan of the **Ground Floor/Site Level** appearing in **Schedule "B3"** hereunder and bordered thereon in **RED** colour.

SCHEDULE "B3"

["FLOOR PLAN OF THE DESIGNATED PARKING SPACE"]

Covered/Open Parking No…… which has been more fully and particularly described in **Schedule "B2**" appearing hereinabove is delineated on the **Ground Floor/Site Level Plan** hereunder and bordered thereon in **RED** colour.

SCHEDULE "C"

["PAYMENT PLAN"]

Sl. No.	**Particulars**	**Amount/ Percentage**
1	Booking Money Part 1	1000000
2	Booking Money Final- within 30 days	10%-1000000
3	Within 45 days of execution of Agreement to Sale	10% +(50% of RAC membership charges)+ (50% of Covered Car Parking Charges)
4	On Completion of Roof Slab	10%
5	On Completion of External Plaster	15%
6	On Completion of Lift	15%
7	On Completion of 3 months from stage 6	15%

8	On Completion of 6 months from stage 6	15%
9	On or Before Possession	10% + (Balance of RAC Membership Charges) + 50% of the Covered Car Parking Charges)
	TOTAL:	100%

SCHEDULE "D"

["COMMON AREAS"]

PART "A"

["DEDICATED COMMON AREAS OF THE PROJECT"]

(i) the entire Residential Phase Land for the real estate Project;

(ii) the staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of Buildings;

(iii) the common terraces, parks, play areas, 71 (seventy-one) open Parking Spaces and 8 (eight) covered Parking Spaces within the Project and common storage spaces;

(iv) installations of central services such as electricity, water and sanitation, system for water conservation and renewable energy;

(v) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

(vi) the community facility in the form of "Residents' Activity Centre" (namely "**ZEST**") as provided in the Project;

(vii) all other portion of the Project necessary or convenient for its maintenance, safety, etc. and in common use;

PART "B"

["SHARED COMMON AREAS OF THE COMPLEX"]

(a) The Drive way (including the fire drive way) running through the Commercial Phase Land and the Residential Phase Land, being the designated entry and exit route for common use of both the Project and the Commercial Phase;

(b) The Cable way for HT line and LT line;

(c) The storm water and sewer line running through both the Commercial Phase Land and the Residential Phase Land;

(d) The main incomer of the data and voice cable lines running through the basement of the Commercial Phase and thereafter distributed to the Project;

(e) The common infrastructural facilities are located in the Basement and Service Block of Commercial Phase which would include the following amenities and facilities:

i. The Sewerage Treatment Plant which will cater to the entire Complex and is located in the Basement of Commercial Phase;

ii. Electrical substation consisting of transformer and HT panels and associated main LT electrical panels provided separately for the Project and Commercial Phase but located in the Service Block which is part of Commercial Phase;

iii DG set(s) provided separately for the Project and Commercial Phase but located in the Service Block which is part of Commercial Phase;

SCHEDULE "E"

PART "A"

["SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE APARTMENT"]

Sl No.	Particulars	Specification
1	Superstructure	Reinforced cement concrete shear wall structure.
2	Wall	AAC Block masonry
3	Living and Dining Rooms	Natural marbles.
4	Bedrooms	Floor: Vitrified Tiles
5	Kitchen	Floor: Vitrified Tiles
6	Toilet	Floor & Dado Vitrified tiles. Sanitary Fixtures:

		Kohler/ Grohe/ Jaquar/ Roca or equivalent.
7	Powder Room	Floor & Dado: Vitrified Tiles Sanitary Fixtures: Kohler/ Grohe/- Jaquar/Roca or equivalent.
8	Balcony	Floor: Vitrified Tiles
9	Door	Frame: Solid wood/engineered wood frame Entry Main Door: Flush door with outside and inside veneer finish and SS Hardware Other Doors: Flush door with SS Hardware finished with primer and paint. Balcony Door: Sliding Aluminium
10	Window	Glazed aluminum
11	Internal Finishes	Cement plaster with POP putty
12	External Finishes	Weatherproof external paint
13	Electrical	Concealed wiring and modular switches
14	Video door phone	
15	Provision for Air Conditioning suitable electrical wiring and service/AC ledge for VRF units to ensure good aesthetics.	

PART "B"

["SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT"]

Sl. No.	Particulars
1	Fire Protection and Detection System in common areas
2	Security system comprising of CCTV in
3	Emergency Power Back Up facility for common areas
4	Residential Activity Centre
5	Water Treatment Plant
6	Lights in common area
7	Provision for renewable energy for selective common area
8	Internal drive way
9	Internal Sewer and storm water line

SCHEDULE "F"

["DISCLOSURE SCHEDULE"]

Notwithstanding anything contained herein, the Allottee agrees that any disclosure made herein against a particular representation and/or warranty mentioned in clause 8 hereinabove, shall hold good for any other representation and/or warranty that such disclosure is applicable to and accordingly, each of such applicable representations and/or warranties shall be deemed to be qualified to this extent. No disclosure in this Schedule relating to any possible non-compliance, breach or violation of any contract, permit, ruling, certification, registration, filing or any Applicable Law shall be construed as an admission or indication that any such non-compliance, breach or violation exists or has actually occurred, and nothing in this Schedule shall constitute an admission of any liability or obligation of the Promoter, or shall confer or give to any third party any remedy, proceedings, liability, reimbursement, cause of action or other right.

Sl. No.	DISCLOSURES

1	The Promoter has availed a project finance loan from RBL Bank Limited, having its registered office at Shahupuri, Kolhapur 416 001 and branch office at 9th floor, Techniplex 1 of Veer Savarkar flyover, Goregaon (West), Mumbai 400 062 for the purpose of construction and development of the Complex under a Loan Agreement dated [ ]. In pursuance of the terms of the said Loan Agreement, the Promoter has mortgaged the Larger Land by deposit of the Said Deed for the purpose of creation of an equitable mortgage in favour of RBL Bank under a Memorandum of Deposit dated 27 October 2017.
2	**CWJC No. 6211 of 2019**: A writ application being CWJC No. 6211 of 2019 has been filed by one Baptist Union Church, Bakerganj, Patna before the Hon'ble High Court at Patna praying for the quashing of an order of the Municipal Building Tribunal – 1, Patna dated 20 February 2019. The said writ application is pending before the Hon'ble High Court at Patna.
3	**Misc. Case No 716/2018** - A civil application being Misc. Case No 716/2018 has been filed by one Baptist Union Church for quashing an order of the Ld. Sub Judge – II, Patna dated 9 March 2018. The said civil miscellaneous application is pending before the Hon'ble High Court at Patna.
4	**Complaint Case No. 804(c)/2012 & Cr. Misc. No. 15796 of 2013** - A criminal complaint being Complaint Case No. 804(c)/2012 was filed by one Sri M. V. Thomas, President of Baptist Union Church, Bakerganj, Patna against Sri Saday Krishna Kanoria, the then Managing Director of the Promoter & Anr. before the Ld. Judicial Magistrate, 1st Class, Patna. The said Sri S.K. Kanoria has subsequently filed a criminal miscellaneous application being Cr. Misc. No. 15796 of 2013 before the hon'ble High Court at Patna for quashing the entire criminal proceedings of Complaint Case No. 804(c)/2012.
5	**C.W.J.C. 19969 of 2013** - A writ application being C.W.J.C. 19969 of 2013 has been filed by Baptist Union Church, Bakerganj, Patna before the Hon'ble High Court at Patna against the State of Bihar and others praying for an issuance of a writ of mandamus directing the Chief Secretary of the State Govt. of Bihar and the District Magistrate of Patna to redeem the properties of Baptist Union Church, Bakerganj, Patna.