

SALE AGREEMENT

This agreement made this dated this day of
2018

BETWEEN

"M/S Gharana Associates Infra Promoters Pvt. Ltd", a firm registered under The Company Act having its registered office at "Singh Niwas", South Church Road, P.S. Civil Lines, Dist. Gaya through its Managing Director "Director's Name" (authorized signatory) aged about AA years "Address", hereinafter called the FIRST PARTY [which term and expression shall, unless repugnant to the subject or context or specially excluded be deemed to include its successor in interest, legal representatives and assigns] of the FIRST PART, hereinafter referred to as "THE DEVELOPER".

AND

.....
.....
.....
("hereinafter to the "PURCHASER") or the SECOND PARTY

(which expression includes successors, assigns, legal heirs, legal representatives and attorney)

WHEREAS the LAND OWNERS own and possess piece and parcel of land having an area of AAA Sqft (In Words sq. ft.) in Plot No:- 111 (New) appertaining to Khata No: 222 (New) at Address butted and bounded as follows:-

North: -

South: -

East: -

West: -

WHERE AS the SECOND PARTY - Purchaser being desirous of owning two/ three UNIT(S), the parking space for car/ two wheelers and a proportionate share in the common portion has agreed to purchase land for UNIT(S) from the Owner in terms of the sale agreement to be prepared.

WHEREAS the Developer has also agreed to construct the said UNIT(S), parking space and proportionately the common portion for and on behalf of purchaser on the terms and conditions hereunder contained.

WHEREAS the FIRST PARTY - Developer is also entering into separate agreements with several other persons regarding Flats and other tenements in the said residential building under construction to be constructed by the Developer. It is recorded that the possession of the said land will remain with the FIRST PARTY - Land Owner / Developer and there shall not be

question of any delivery or possession of land unless UNIT(S) is constructed.

Definition :- In this agreement unless it be contrary of repugnant to the subject or context, the word, terms and / or expression hereinafter mentioned shall have the same meaning assigned to them as follows.....

- i) **DEVELOPER** - The Developer" shall mean and included the developer above named and its proprietor and their respective administrator, legal representative and/or permitted assignee or successor in interest and/or assignee.
- ii) **PURCHASER** -The Purchaser shall mean and include the purchaser / first party above named and its legal heir.
- iii) **LAND** - (detail of which is given in schedule-I): The land shall mean Mention area. (In Words sq. ft.) of Land in Plot No:- 111 (New) appertaining to Khata No: 222 (New) at address Which is in possession of land owner.
- iv) **BUILDING** - (detail of which is given in schedule-2) : The building shall mean the building being constructed at the land and more fully described in part I of the third schedule hereunder written.
- v) **UNIT** - "The UNIT" shall mean flat and/or apartment in schedule-3 Building with all fittings and fixtures therein and/or apartment thereof as is hereby agreed to be constructed by the developer on behalf of the purchaser and more fully described in part I of the third schedule hereunder written.
- vi) **COMMON PARKING SPACE** - The COMMON PARKING SPACE" shall mean the space provided to the purchaser, if so desire, in the open land at the premises or in shade and/or on the specified ground floor of the building for parking of car/two wheelers, Flat owner will be provided sufficient space for parking 1(one) no. of car/two wheeler in the common parking space at extra cost.

- vii) **"The COVERED AREA"** shall mean - Covered area of Unit wherever the same relates to the Unit
- viii) **AREA OF BUILDING** - Wherever used the same relates to the Building it shall mean the total covered area comprised in all the units in the Building.
- ix) **UNDIVIDED SHARE** - Shall mean the undivided and indivisible share in the land agreed to be purchased by the purchaser.
- x) **PROPORTIONATE SHARE** - Shall mean the proportion in which the covered area of the building Provided That where it refers to the share of the purchaser in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and for taxes are being respectively levied i.e. in case the basis of any level area, rental, income or user then the same shall be on the basis of area, rental income and user respectively.
- xi) **COMMON PORTIONS** - The Common Portions" shall mean the area, facilities and amenities in the building meant for common use by the co-owners of the building as more fully described in Schedule-4 hereunder written.
- xii) **COMMON EXPENSES** - "The Common Expenses" shall mean the Expenses of the nature described in the Schedule-5 hereunder written.
- xiii) **CO-OWNER** - "the Co-owner" shall mean all persons who have agreed to own units in the building.
- xiv) **SANCTIONED PLAN** - "the SANCTIONED PLAN" shall mean the plans for Construction of the Building Sanctioned by the Sanction Body vide its Patrank No: 333 dated dd-mm-yyyy.
- xv) **COMMON PURPOSE** Shall mean and include the Purpose of upkeep management, maintenance, administration and protection of the common portion and the open land at the premises and the Building and the purpose of regulating actual rights & liabilities of the Co-owner of their respective

units and all other purposes of matters in which the Co-owners have common interest relating to the premises and the building.

xvi) **ARCHITECT/ CONSULTANT** - "the Architect /Consulting Engineer" shall mean Architects/Engineer appointed by the developer as Architects for the building from time to time.

xvii) **ADVOCATE** - "The Advocate" shall mean Mr. Advocate Name.

xviii) **DEVELOPMENT AGREEMENT** - "The Development Agreement" shall mean the agreement dated the dd-mm-yyyy made between the Owner & the Developer inter alia in respect of the construction of the building

xix) **DATE OF POSSESSION** - "The Date of Possession" shall mean the date as defined in Clause 8 of the operative portion of this agreement.

xx) Singular shall include the plural and vice – versa as and when required/ necessity in case of ambiguity.

a) WHEREAS THE developer has made a development agreement on all that piece and part of land measuring an area Mention Area sq.ft. (more or less) concerning Plot No:- 111 (New) appertaining to Khata No: 222 (New) Address of the Municipal / Panchayat Name.

b) Whereas the developer has entered into possession of the said land. The plans for construction of the building at the said land have been sanctioned by the Municipal / Panchayat Name.

c) And whereas the developer has planned to construct multistoried building on the aforesaid land.

d) The purchaser being desirous of owning the unit, the parking space for car/two wheelers and a proportionate share in the common portion has agreed to purchase the undivided share in the land from the Owner in terms of the sale agreement subject to the purchaser.

Getting the said unit, The parking space & proportionately the common portion constructed from the Developer in terms of the Development Agreement as supplemented by these presents.

e) The developer has also agreed to construct the said unit the parking space and proportionately the common portion for and on behalf of purchaser and the developer or the purchaser on the terms and conditions hereunder contained.

f) Whereas the developer is also entering into separate agreements with several other persons regarding flats and other tenements in the said building under construction to be constructed by the Developer.

g) It is recorded that the possession of the said land is with the developer and there shall be no question of any delivery of possession of land.
Operative

NOW it is hereby AGREED AND DECLARED by and between the parties hereto as follows:

1. That the Purchaser has examined the sanctioned plans thoroughly and satisfied himself about the right of the developer and manner and specification of construction and the measurement of the unit and agrees not to raise any question or objection in respect there of or any change or amendments that the Developer may make therein. If for any reason, any changes are required to be made by the sanctioning Authority, Architect or Developer resulting in reduction or increase in the above mentioned area of flat/parking space or its location, on claims, monetary or otherwise will be raised or accepted except that the rate per sq. ft. will be applicable on the changed area. If any difference is found at the time of handing over the actual possession of the said flat to the buyer, the price will be adjusted accordingly. The Purchaser further confirm to have examined and accepted the title of the owners in respect of the land to be free from all encumbrances and agrees not to ever question and/or dispute the same and/or make any requisitions concerning the same.

2. That for consideration mentioned in part I of schedule-7 hereunder to be paid in installment as mentioned in part II of the schedule-7 hereunder. The developer agrees to construct and complete and make tenable in the

manner hereinafter mentioned the said unit, the parking space and the common portions. The said consideration includes the cost of construction and completion of the unit, the parking space if any and the common portions proportionately.

3. The developer shall construct and complete and make habitable the said unit, the parking space and common portions in the manner with the amenities and provisions as mentioned in the schedule-6 hereto by 36 months with a grace period of 06 months with good quality materials and good workmanship, subject always to various flat buyers making timely payment. If delay/days lost due to force major reasons caused by non-availability of essential items for construction, loss of working days due to band, lockouts etc., change of policy by the Government and local authorities and other causes beyond the control of the developer occurs, in that case, the time so lost shall further be added to the above mentioned period, besides the grace period of 6 months. No. claims by way of damages, compensation shall be against the Developer in case of delay in handing over the possession on account of the said reasons or any other reason beyond the control of the builder.

3.1 In cases the building are not complete or the flat to be Acquired by the buyer is not constructed (within AA months) in normal condition (excluding the situation beyond control of the builder), the amount received by the builder shall be refunded to the buyer with simple interest of 8% p.a. No other claim shall be made by the buyer/purchaser.

3.2 It is further clarified that the purchaser in no case will terminate the contract placed with the Developer. The remedy of the purchaser for default of the developer if any will only be to claim damages.

4. That the form and the terms, conditions and covenants of all documents to be executed in pursuance hereof shall be such as to be decided by the Advocate for giving effect to the Principal construction

Agreement as supplemented by the these thereto and purchaser shall not raise any objection thereto and shall observe the covenants thereof .

5. That in addition to the said consideration, the Purchaser shall also pay to the developer the following:-

a). For Providing : Charges for providing any work in or relating to the unit at the written request of the purchaser and for providing any necessary facility or utility in the said unit, Common portions and/or portions in the said premises in excess of those mentioned in the schedule-6 hereto provided that if any work or provisions be for the purchaser in of common with some or all of the other co-owners, the purchaser and all of such Co-owners shall share the charges therefore proportionately & the purchaser shall be liable to pay only his proportionate share thereof.

6. That all betterment fees and similar levies. Fee, GST if any charged or to be charged by the Government and Municipal / Panchayat Mention Area sqft land of Plot No: 111 (New) appertaining to Khata No: 222 (New) at Address, Authority relating to the building or any part thereof, has to be paid by the purchaser.

7. That the purchaser will pay total amount as mentioned in schedule-7 which has been worked out on the basis of prevailing price of construction materials, labour and other inputs and no escalation will be payable by purchaser if the escalation is within/ upto 10%. However purchaser agrees to pay escalation amount if it exceeds by 10% w.e.f. the date of the contract on actual basis for which developer will provide sufficient proof and calculation sheet.

8. That all the payment shall be made as per part 1 of schedule-7 given below.

9. That an interest @ 2% per month will be payable In case of delay in payment by one month on overdue amount by the purchaser.

10. That after taking delivery or possession of the unit(s) along with parking space, the purchaser will be exclusively entitled to possess the said unit(s) and the space and is also entitled to let out, to rent, issues and make profits there from.
11. That the developer will execute proper deed of conveyance in favour of purchaser after total payment of consideration by the purchaser against the land and the unit and additional charges, if any.
12. That upon completion & delivery of possession the purchaser shall have rights and interest in the building and in the said unit. In no case, the purchaser will have any claim or right on the roof and/or terrace of the Building and/or other open and/or covered spaces in the premises and/or the building which are not expressly stated to belong to the purchaser and/or the co-owners. The purchaser shall not in any manner obstruct the developer in carrying out any work in any portion of the said premises and/or the Building so long as the purchaser's said rights over the unit, the parking space & common portion be not unreasonably affected.
13. That notwithstanding the aforesaid the purchaser shall not, sell, encumber or enter into any deal with and/ or enter into any agreement for the same with any reason or of any nature in regard to the said unit and the parking space until all amounts payable to the developer be not paid by the purchaser and until the date of possession without the written consent of the developer.
14. That during the construction and all items thereafter the said unit, the parking space (wholly) shall be at the risk of the purchaser who shall be liable to pay all amounts becoming payable hereunder and / or otherwise to perform all this covenant hereunder irrespective of any loss, destruction, acquisition and / or requisition.
15. That the Developer shall be entitled exclusively to on behalf of the Purchaser all compensation becoming receivable in respect of the said unit, the parking space, the common portion and the said undivided share until all

the amounts becoming payable the purchaser to the developer hereunder be not fully paid and the purchaser shall co-operate therein and shall not obstruct to the same in any manner whatsoever and shall also grant such authorities as be required thereof by the developer.

16. That the Purchaser shall take and / or be deemed to have taken possession of the said unit and the parking space on the 15th day of service of letter/ notice/ information to the effect and shall for the purpose herein be deemed to be the "Date of Possession" thereof irrespective of when the purchaser takes actual physical possession of the said unit.

17. That the purchaser shall take possession of the said unit on or before the date of possession after fulfilling all the covenants and until such fulfillment the developer shall not become liable to deliver such possession. This will be without prejudice to the other obligations, purchaser and also the developer's other rights and obligations hereunder. It is also agreed and clarified that the developer shall have the option to withheld / delay / kept in abeyance the delivery of possession of the said unit until and unless conveyance of the said undivided share be executed and registered by the Owner/Developer in favour of purchaser as per and under the terms and conditions of purchaser's earlier contract.

18. That after the date of possession, the purchaser shall not raise any objection or make any claim of any nature whatsoever regarding the construction of the said unit. The said unit shall for all intent and purposes will be deemed to be completed and the Developer provides reasonable egress and ingress thereto & water & electric connection (temporary or permanent) therein.

19. That it is further agreed that before the date of possession, the purchaser shall pay to the Developer all amounts becoming due and payable hereunder, Pay to and/or deposit with the Developer the amount and for the purposes and on the conditions mentioned in part IV & V of the schedule-7 here under besides Escalation charges, if applicable and

Payable to the developer the sales tax in respect of the work and suppliers as per the law if applicable, Execute the papers and documents required by the developer including those mentioned in the Schedule-8 hereunder.

20. That from and after the date of possession the purchaser covenants as follows:-

- a) To co-operate with the developer by becoming member of the society and works relating to common purpose.
- b) To observe the rules framed from time to time by the developer & the society for quiet and peaceful enjoyment of the building and said premises as a decent residential complex of reputed, respectable and well placed persons.
- c) To allow the developer and its workmen to enter into said unit for the purpose of completion of construction of the building and acts relating to common purpose.
- d) To pay and bear the common expenses proportionately.
- e) To let out or part with the possession of the said unit only after prior information in writing to the Developer and to the Society of the full particulars of the occupant and the rent or all other charges and benefits receivable by the purchaser in respect hereof, the Extent necessary for assessment of the liability for rates, taxes and impositions and /or management. It is being clarified that in case of transfer or sale, the purchaser will not be required to disclose to consideration or other terms of transfer.
- f) To pay electric and other utilities consumed in or relating to the said unit.
- g) To use the said unit only for the purpose for which it is intended. It is being clarified that the buildings are designed for residential purpose only.

- h) Not to put any name plates on the outside wall or in inside wall of the unit or the building except the place as will be approved by the Developer and the Society.
- i) Not to change the outer elevation of the building.
- j) Not to ever demolish or cause to be demolished any part of the said building nor shall be at any time make or cause to be made any new construction of whatsoever nature in the said building.
- k) Not to make any addition or alteration to said flat without the previous consent in writing to the developer or society.
- l) The payments and deposits shall be made by the purchaser as mentioned in schedule-7 and also in when asked for Part II & III of schedule-7 from time and within 7 days of the purchaser getting the bill for the same in the said unit at the above address of the purchaser.
- m) Society shall manage and maintain the buildings and the said premises and/or do all works relating to common purpose and the purchaser shall pay to the society a fixed amount at the prevailing rate subject to minimum stated amount as mentioned in part III of the schedule-7.
- n) All amounts to be deposited by the purchaser hereof shall be utilized only for the purpose for which the same are made subject to however other provisions hereof.
- o) After completion of the Building in all respect, the purchaser shall join the society as soon as possible for maintenance and management and for other Common purposes and the co-owners (including the purchaser) shall be made the proportionate share holders thereof.
- p) Purchaser shall bear and pay the proportionate share of expenses of the society.

q) The Developer shall transfer all his/their rights and obligation to the society in respect of the common purposes as per his/their option either upon the completion of the Building in all respect or earlier. The developer shall also transfer the residue then remain of the deposit as referred to in parts-III and IV of the Schedule-7, if any made by the purchaser after adjusting all amounts remaining due and payable by the purchaser and the amounts thus transferred shall henceforth be so held by the society in the account of the purchaser for purpose for which the same is intended. The society of co-owners (including the purchaser) shall however remain liable to indemnify the developer for all liabilities due to non-fulfillment of their respective obligations hereunder.

21. That the Society shall draw all rules and regulations for management and maintenance and all other documents for common purpose and/or in pursuance hereof and containing such covenants as is the sole discretion of the society which shall be accepted by the purchaser without any objection.

22. All stamp duty, registration charges and incidental expenses in addition to the Advocate fee of Rs. 3000/- as prevailing for and/or relating to all documents as the purchaser envisaged here under shall be borne and paid by the Purchaser within 7 days of the same being demanded by the Developer.

23. The purchaser agrees not to raise any objection to the drafts to be prepared by the Advocate but shall have been liberty to seek reasonable clarification from the Advocate.

24. That in case the purchaser commits default in fulfilling and observing its covenants herein contained and within the respective periods as specified herein then and in such event, the agreement shall stand terminated and all rights and claims of the purchaser against the Developer, the society and/or the said premises, the Building and/or the unit, the parking space shall stand extinguished and the undivided share and the right to receive the said unit, the parking space and all other rights and

interest of the purchaser in the unit and the Building and the said Premises shall also stand forfeited and/or vested in the Developer as the nominee for the purchaser without any right of the purchaser to receive any amount whatsoever paid hereunder, the Developer shall be entitled to have all such rights aforesaid transferred in its own favour and/or in favour of its nominee without anyway becoming liable to pay any amount or additional amount for the same to the purchaser.

25. That immediately upon termination or forfeiture of the rights and interest of the purchaser as mentioned in Clauses immediately hereinabove mentioned, the purchaser shall hand over vacant possession to the Developer of the said Unit, the parking space and all other parts of the Building and the said premises in the possession by virtue hereof and the purchaser shall until such delivery of possession pay to the developer profits and/or damages to be calculated by the market letting out value of the said unit and incase said unit be in occupation of any tenant or other occupant then become liable to pay to the developer the rent, license fees and all other amounts whatsoever becoming payable by him in respect of the said unit and the purchaser shall not claim, demand or receive any such payment or obstruct in the developer collecting the same.

26. That without prejudice to the aforesaid, the Developer and after possession the society shall also be entitled to withhold all utilities and facilities to the purchaser and/or the said unit including electricity and water supply and/or other services until the time the purchaser continues in default.

27. That in case the developer agrees to condone the default of the purchaser upon payment of all the amounts remaining unpaid then and in such event, purchaser shall along with such arrears, also pay compensation for the loss and/or damages suffered by the Developer and also interest at

the rate of 2% per month for the period of default of all amounts remaining unpaid.

28. That notwithstanding anything to the contrary elsewhere herein contained, the roof and/or terrace of the building shall always be the property of the owner and the purchaser shall have no right of any nature therein. The Owner shall always have the right to erect further floor or floors above the existing sanctioned Building and to own, use and enjoy the same with heritable and transferable right therein;

29. That all dispute and difference between the parties hereto in anyway relating to or connected with the Building and/or this agreement and/or anything done In pursuance hereof shall be referred to the Arbitrator for arbitration appointed by the Advocate and the award made by such Arbitrator shall be final and binding on the parties hereto. Such Arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act, 2003.

30. That Only courts having original jurisdiction over the Premises shall have the jurisdiction in all matters relating to or arising out of this agreement.

31. That all notices which has been delivered for dispatch to the postal authorities by registered post with acknowledgement due at the last known address of the addressee of the either party hereto by either of the parties to other shall be deemed to have been served on the 7th day from the date & the same.

SCHEDULE ABOVE REFERRED TO ABOVE

SCHEDULE -- 1

All that piece and part of landed property along with the structure thereon measuring an area of Mention Area sqft land of Plot No: 111 (New) appertaining to Khata No: 222 (New) at Address

Khata No (Old)	Khata No (New)	Plot No (Old)	Plot No (New)	Area (in Sqft.)	Owner
	222		111	333	AAA
				333	BBB
				333	CCC
			Total Area	999	

MEASUREMENT - The measurement of the said land has been given in the sketch map attached hereto & shown within red borders, in the plan being Annexure 'A' hereto.

SCHEDULE --- 2

(The Building)

All that the Building being constructed at a portion of the Schedule – 1 - land and planned to consist of Two Blocks having Ground Floor and Four upper floors and water tanks and other construction on the roof of the fourth floor as shown within "GREEN" borders in the Plans being Annexure "B" hereto.

SCHEDULE --- 3

(The Unit)

ALL THAT the flat/apartment comprised in and bearing no..... on floor having parking no in Schedule - 2 the Building and having a

1. Carpet Area :
2. Built-up Area :
3. Super built-up Area

and shown within "YELLOW" borders in the Plan being Annexed hereto as annexure "C" ;

BOUNDARY

- North -
- South -
- East -
- West -
- Upper -
- Lower -

SCHEDULE --- 4

(Common Portion)

1. Common Parking Space, Common Paths, Passages, Driveways, front, back and side set-backs of the building and main entrance to the Premises and the building :
2. Office-cum-Security Guards Room;
3. Common Boundary Walls and Main Gate;
4. Drainage and sewage and all pipes and other installation for the same (except only those as per installed within the exclusive area of any unit and/or exclusively for its use);
5. Low tension and/or high tension electrical installations and its room (if any) and all electrical and other fittings (excluding only those as per installed within the exclusive area of any unit and/or exclusively for its use);
6. Stair Case, Stair Case Landing and/or mid landings on all floor in the Building.
7. Lift and Lift Area
8. Lobbies on all floors;
9. Tube well / Deep Bore well and its installations, if any;

10. Water pump, water tanks and all common plumbing installations for carriage of water (save and except those as are exclusively within and for exclusive use of any units);

11. Such other common parts, areas, equipments installations, fittings fixtures and space in or about the premises and the building as are necessary for passage to and/or user of the Units in common by co-owners BUT EXPRESSLY EXCLUDING the and/or terrace and the parapet walls of the Building and covered area of units of other co-owners and the car parking spaces as may be demarcated by the developer from time to time if any on the open land at the premises or in the ground floor for exclusive use of any units Owner or Occupier.

SCHEDULE --- 5

(Common Expenses)

1. All cost of maintenance, operating, replacing, repairing, white washing, maintaining, redecorating, reconstructing and/or lighting the common portions in the Building including their outer walls;
2. The salary of all people employed for common purpose including Guards, Security personnel, plumbers, electricians etc.
3. Insurance premium for insuring the Building.
4. All charges and deposits for supplies of common utilities to the co-owners in the common;
5. Municipal Tax, Water Tax and other levies in respect of the Premises and the Building save those separately assessed on the purchaser.
6. Cost of subscription for membership of Society.

7. Cost or running, maintenance, repairs and replacement of :-
- a) Transformers (if any)
 - b) Water pumps and its installations
 - c) Deep tube well / Bore well (if any)
 - d) Generator and other common installations
8. Electricity charges for the electrical energy consumed at the common portions and/or for the operation of the common services.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. The office expenses incurred for maintaining an office for running the Society.
11. All other expenses, taxes, rates and other levies etc. as are deemed by the Developer to be necessary or incidental or liable to be paid by the co-owners in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

SCHEDULE --- 6

(Particulars of construction)

Constriction to be made and equipment, fittings and fixtures to be installed and provided in the Building shall be new and of standard make and of good quality and according to the plans and advice of the architect including the following.

- a) Building foundation:- The building foundation will be based on Seismic zone and considered its resistance as suggested by structure designer.
- b) Structure - RCC (M20 or M25) as per structure designer suggestion
- c) Brick Work - 1:6 in 10 inch wall & 1:5 in 5 inch wall

- d) Plaster - 1:6 in Wall & 1:5 in RCC
- e) Flooring – 16" X 16" or 20" X 20" ceramic tiles
- f) Wall Finishes
 - 1. Internal – Putty with Cement Primer excluding Bathroom & Kitchen
 - 2. External – Cement Plaster
- g) Painting
 - 1. Internal – With one coat primer.
 - 2. External – Water proof Acralic Paint
- h) Doors – Membrane Designer Door Frames in Hardwood.
- i) Windows – Aluminum section sliding windows with glass.
- j) Electrical – Concealed copper wiring. Pipe, Wire, Swithces, Boards of branded company.
- k) Plumbing – Concealed plumbing with PPR & First Quality CP fittings
- l) Lobby – Decorative Lobby shall be provided
- m) Loft – Loft in kitchen provided by builder
- n) Lift– Branded company.
- o) Water Tank – As per requirement with deep Bore well & a Submersible Pump
- p) Kitchen – Granite Top with 2 feet DADO of good quality Ceramic Tiles
- q) Bathroom – 7 feet DADO of good quality Ceramic Tiles & Flooring of Ceramic Tiles.
- r) Electric Meter - A separate electric Meter for each unit has to be arranged by the purchaser in tune with the concerned Electricity Board's regulation.
- s) Water Supply - Tube well / Deep Bore well boring and overhead water tank will be provided with suitable Pump and motor.
- t) Deep Tube well - A deep tube well with suitable pump will we installed.

SCHEDULE --- 7

(Consideration)

The total consideration payable by the purchaser to the Developer shall be-

- | | | |
|----|-------------------------------------|----------------|
| 1. | Total Cost of Unit | Rs. |
| 2. | Cost of Parking Space | Rs..... |
| 3. | Cost of proportionate share of Land | Rs |
| | Total :- | Rs..... |

(Rupees)

Note: Goods and Services Tax (GST) component will be charged as applicable

PART – II : (Installment of payment)

The total amount mentioned in part I herein above shall be paid by the purchaser to the developer in installments as follows :-

1. Rs. 5,00,000/- (Rupees Five Lacs only) booking amount at or before the execution here of or at the time of starting of construction work.

* [Hereafter the BALANCE AMOUNT means the total amount mentioned in PART – I minus the Booking Amount of Rs. 500000/-]

2. 20% of the BALANCE AMOUNT - at the time of foundation.
3. 15% of the BALANCE AMOUNT - upon casting of first slab.
4. 15% of the BALANCE AMOUNT - upon casting of second slab.
5. 15% of the BALANCE AMOUNT - upon casting of third slab
6. 15% of the BALANCE AMOUNT - upon casting of fourth slab
6. 10% of the BALANCE AMOUNT - After completion of brick work
7. 10% of BALANCE AMOUNT - Fifteen days before possession.

PART- III (Maintenance Charges & Taxes)

The maintenance charges payable in pursuance of clause 20[m] of the operative provision of this agreement will be decided by the members of the society from time to time.

PART- IV (Deposits)

(Particulars of items for which Deposits shall be made by the purchaser at or before the Date of Possession)

- a) For security deposit of electric connection to the said unit and /of the building decided by the purchaser considering and in view of the prevailing amount fixed by the Electricity Board.

PART - V

(Purchaser to pay at or before the date of possession of the said unit)

- a) Charges of Advocate - Against the fees of the Advocate, 100% shall be paid/or deposited with the Developer at or before the execution of this agreement.
- b) For Stamp duty - The purchaser shall also pay and/or deposit with the developer the estimated stamp duty and registration charges of all documents in pursuance of this agreement.
- c) Purchaser to pay all other amount (if any) till the date of possession which becoming due and payable by the purchaser under the provisions of this agreement.

SCHEDULE --- 8

(Delivery of papers)

- a). Declaration and affidavit regarding holding of other immovable properties by the purchaser required, if any under the URBAN LAND CEILING ACT.
- b). Conveyance Deed with respect to the unit as required under the prevailing Laws, Rules and Regulations in force.
- c). Papers and authorities for obtaining electric connection.
- d). Paper for Assessment / Mutation of the said unit in the name of the purchaser in the Government and Municipal records.
- e). Such other papers as deem reasonable and required by the Developer under Law in force for carrying out the transfer for common purpose.

(IN WITNESS WHERE OF the parties here to have executed and delivered these Presents on the day month & year first above written.)

WITNESS:

1.

PURCHASER

2.

DEVELOPER

ADVOCATE

WITNESSES

This agreement is made this _____ day of _____, 2018.

WITNESSES

WITNESSES: The undersigned, _____, a firm registered under the Companies Act, 1956, and the undersigned, _____, a firm registered under the Companies Act, 1956, do hereby certify that the above is a true and correct copy of the original as the same appears from the records of the undersigned.