

ANNEXURE - G

AGREEMENT FOR SALE

This Agreement for Sale executed on this _____ day of _____, 20____,

By and Between

[If the promoter is a company]

M/s. Greenrow Developers Pvt. Ltd. (CIN no.U45400WB2013PTC190785), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Poddar Court, 7th Floor, Room No. 8, Gate No. 4, 18 Rabindra Sarani, Kolkata – 700 001 and having its local office at 2nd Floor, Gajraj Mansion, Diagonal Road, Bistupur, Jamshedpur – 831001 at (AAF CG0821K), represented by its authorised signatory _____ (Aadhar no. _____) authorised 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, executors, administrators and permitted assignees),

PAN of M/s. Greenrow Developers Private Limited: AAF CG0821K
Phone No: 9431758971 (M)

[OR]

[If the promoter is a Partnership firm]

M/s. a partnership firm under the Indian Partnership Act, 1932, having its principal place of business at (PAN:), represented by its authorized Partner/authorized signatory _____ (Aadhar no. _____) hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the promoter is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son/of _____ aged about _____, residing at _____, (PAN _____), hereinafter called the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

AND

Mr. / Ms. _____, (Aadhar no. _____) son / 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-in-interest and permitted assignees).

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The Promoter and Allottee(s) shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The M/s. Greenrow Developers Private Limited (Promoter) is the absolute and lawful owner of RS Plot Nos. 4644, 4642, 4652, 4643 & 4654 under RS Khata No.11, 06 & 13 respectively totally admeasuring 4934.23 square meters situated at Mouza Moharda in Tehsil & District East Singhbhum ("**Said Land**") vide sale deed(s) dated 28/07/2023 registered as documents no. 4031 at the office of the Sub-Registrar Jamshedpur.
- B. The Said Land is earmarked for the purpose of building a residential project, comprising of 1 (one) nos. of Basement + Ground + 10 (Ten) Storied residential building and the said project shall be known as "**VEGA STAR**" ("**Project**");
- 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 Said Land on which Project is to be constructed have been completed;
- D. The Jamshedpur Notified Area Committee has approved the building plans to develop the project vide building Permit No. JNAC/GH/0047/W17/2024 dated 04/09/2024.
- E. The Promoter has obtained the final layout plans, approvals for the Project from Jamshedpur Notified Area Committee. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 herein after referred to as "**Act**" and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Ranchi on _____ under registration no. _____;
- G. (i) The Allottee has applied for a 3 (three) BHK Flat in the Project vide application no. _____ dated _____ and has been allotted flat no. _____ on the _____ floor having Rera carpet area of _____ square feet or _____ square metre, in the Basement + Ground + 10 (Ten) Storied Building _____ more particularly described in Schedule A as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined hereunder (the flat and *pro rata* share in the common areas are together hereinafter referred to as the "**Unit**") and the floor plan of the Flat is annexed hereto and marked as **Schedule B**);

(ii) The allottee has also requested the promoter for earmarking one (1) car parking space and one (1) two wheeler parking space in the project for the allottee.

Further the Allottee(s) understands that some units/flats may be earmarked with more than one parking space and such earmarked/other unallotted parking space may be allotted/earmarked by the Promoter at the discretion of the promoter.

[OR] (In case of Shop)

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The Allottee has applied for a Shop in the Project vide application no. _____ dated _____ and has been allotted shop no. _____ having RERA carpet area of _____ square feet or _____ square metre, on _____ Floor in the Basement + Ground + 10 (Ten) Storied Building _____ more particularly described in **Schedule A** and along with *pro rata* share in the common areas ("**Common Areas**") as defined hereunder (the shop and *pro rata* share in the common areas are together hereinafter referred to as the "Unit") and the floor plan of the shop is annexed hereto and marked as **Schedule B**;

- 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. Carpet Area as mentioned above shall mean net useable floor area of the flat, excluding the area covered by the external walls, areas under service shafts, exclusive balcony/verandah/sitout area appurtenant to the flat for exclusive use of the Allottee(s), but includes the area covered by the internal partitions walls of the flat.
- i) "Common areas" as mentioned above shall mean the common walls, common foundations, common ducts, common passages, entrance area, community hall, guard room, meter room, gym, security room, staircases, mummy, water tank, underground sumps, lift shaft, project land, roof of the building, common area in the basement other common areas like DG space, common roads/driveways, fire fighting arrangements etc. The roof of the Purchaser(s) unit/flat shall be used both as the roof of the Purchaser(s) unit/flat as well as the floor of the unit/flat or units/flats constructed above it and similarly the floor of the Purchaser(s) unit/flat shall be used both as floor of the Purchaser(s) unit/flat as well as the roof of the unit(s)/flat(s)/shop/common area etc. below it and the floor and the roof of the Purchaser(s) unit/flat shall jointly belong to the Purchaser(s) and the Purchaser(s) of other units/flats/shop etc. directly above and under the Purchaser(s) unit/flat as applicable.

[OR] (In case of Shop)

- ii) "Common areas" as mentioned above shall mean the common walls, common foundations, common ducts, common passages, entrance area, community hall, guard room, meter room, gym, security room, staircases, mummy, water tank, underground sumps, lift shaft, project land, roof of the building, common area in the basement, other common areas like DG space, common roads/ driveways, fire fighting arrangements etc. The roof of the Purchaser(s) unit/shop shall be used both as the roof of the Purchaser(s) unit/shop as well as the floor of the unit/flat or units/flats constructed above it and similarly the floor of the Purchaser(s) unit/shop shall be used both as floor of the Purchaser(s) unit/shop as well as the roof of the basement below it and the floor and the roof of the Purchaser(s) unit/shop

shall jointly belong to the Purchaser(s) and the Purchaser(s) of other units/flats directly above and under the Purchaser(s) unit/shop as applicable.

The sale of unit in this Agreement is on the basis of Carpet Area (excluding the area of the exclusive balcony/verandah/sitout appurtenant to the flat for exclusive use of the allottee(s) and including the area covered by the internal partition walls of the flat) which is _____ square feet or _____ square metre approx. Other areas such as Carpet Area (including the area covered by the exclusive balcony/verandah/sitout (if applicable) appurtenant to the flat for exclusive use of the allottee(s) and including the area covered by the internal partitions walls of the Flat), super built up area have given for information/other purposes like registration of sale deed/conveyance deed etc.

The Super Built up area means and includes the whole of the Area within and under the periphery wall and half the area of wall common with other Flat adjoining the said Flat, the area of balcony/verandah/sitout, and proportionate share of area under common passages, staircases, mummy, lift shaft, water tank and other common areas. However the roof of the said Flat shall be used both as the roof of the said Flat as well as the floor of the Flat or Flats constructed above it and similarly, the floor of the said flat shall be used both as the floor of the said flat as well as the roof of the flat or flats below it and the floor and roof of the said flat shall jointly belong to the Allottee and the Allottees of the other flats directly above and under the said flat.

The dimensions/areas as given are without considering the thickness of plaster, painting, skirting etc. on the bare brick wall and without considering the balcony/verandah/sitout railing or the area under the projections of the Columns.

- J. 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;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit as specified in para G (i);

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 agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Unit as specified in para G (i);

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Rajesh K
Authorized Signatory

1.2 The Total Price for the Unit based on the carpet area is Rs...../-
(Rupees _____)

_____) only

Particulars	Rate of Unit Per Square Feet/Per Square Metre.
Flat No.....	
Floor.....	

The breakup of the total Price including GST is given below:

(a) Price of the Unit (consideration amount)

(b) Proportionate cost of common areas

(c) GST @ 5%

(d) Total price of the Unit including GST

_____ No extra charge

(Rupees:.....
.....) only
including GST of Rs.....
..... only.

[OR] (In case of Shop)

The Total Price for the Unit based on the carpet area is Rs...../-
(Rupees _____) only

Particulars	Rate of Unit Per Square Feet / Per Square Metre.
Shop No.....	
Floor.....	

The breakup of the total Price including GST is given below:

(a) Price of the Unit (consideration amount)

(b) Proportionate cost of common areas

_____ No extra charge

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Rajesh
Authorized Signatory

(c) GST @ 5% _____

(d) Total price of the Unit including GST _____

(Rupees:.....) only
including GST of (Rupees:.....) only

The Total Price above includes the booking amount paid by the allottee(s) to the promoter and includes the GST on the said unit but excludes alterations / additions (actual amount), electricity installation (actual amount), water lines (actual amounts), escalation (as per clause 1.3 mentioned herein), security deposit (Rs. _____/-), interest free reducible maintenance security deposit for the service provider (Rs. _____/-) for Basement + Ground + 10 (Ten) Storied Building or common monthly maintenance charges (as applicable), stamp duty, registration charges, legal fees etc., or any other government levies/ taxes, other allied charges which are payable additionally as and when demanded by the Promoter. Provided that in case there is any change/modification in the government taxes, the subsequent amount payable by the allottee to the promoter shall be increased/ reduced based on such change/ modification.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Unit;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, 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) up to the date of handing over the possession of the Unit/offer letter for possession of the unit whichever is earlier.
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;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as 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 change/modification/ introduction in taxes which is paid or demanded alongwith the acts/rules/ notifications together with the dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Unit includes *pro rata* share in the Common Areas of the project as provided in the Agreement.
- (v) The promoter may earmark one (1) Car Parking Space located in the basement/ offstreet open & uncovered parking space / under the stilts of the

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building and one (1) Two wheeler Parking Space located in the basement/offstreet open & uncovered parking space/under the stilts of the building for the allottee, without charging any extra amount for the same.

- 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/taxes/levies or introduction or new charges taxes/levies 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/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments for the period by which the respective instalment has been preponed. The provisions for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the unit/flat, as the case may be, without the previous written consent of the Allottee and the Allottee further agrees that such consent shall not be unreasonably withheld. The promoter may send a letter to the allottee for the purpose of taking such consent through Registered A.D. on the address of the allottee mentioned herein and in case the allottee does not reply such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the allottee as required u/s14 of the Act.

Moreover the allottee(s) hereby agrees and acknowledges that the promoter shall not be under any obligations to provide any services/facilities/specifications etc. except as specifically mentioned in this agreement. Further the promoter may provide improved specifications/alterations at an extra cost inside the said flat of the allottee(s) at the discretion of the promoter and after taking consent from the allottee(s).

Provided that the Promoter may make such minor additions or alterations etc. as may be required by the Allottee, Architect and Consultants of the promoter, competent authorities or Government agencies as per the provisions of section 14 of the Act.

- 1.7 The Promoter shall calculate the final carpet area that has been allotted to the Allottee after the construction of the Project/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 by

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the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3% then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest from the date when such an excess amount was paid by the allottee(s) at the rate specified in the Rules. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee. The final prices will be charged on the basis of final measurement at the same rate at which the same is booked at the rate of Rs. _____ per square feet or Rs. _____ square metre for carpet area. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Flat and shall have no claim, right, title, or interest on any other part of the project. All the unsold units, other spaces etc. in the project shall remain the exclusive property of the promoter.
 - (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 occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
 - (iii) That the computation of the price of the Unit includes recovery of price of land, construction of not only the Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring in the common areas and includes cost for providing all other facilities as provided within the Project.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Flat along with earmarked Parking Space(s), if provided shall be treated as single and indivisible for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10 It is understood by the allottee that all other areas that is areas and facilities falling outside the project namely "VEGA STAR" shall not form a part of the project.
- 1.11 The Promoter agrees to pay all outgoing before transferring the physical possession of the unit to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 unit 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.

1.12 The Allottee has paid a sum of Rs...../- (Rupees:_____

_____ only) as booking amount being part payment towards the Total Price of the Unit 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 Unit as prescribed in the Payment Plan or 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 specified 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, within the stipulated time as mentioned in the Payment Plan mentioned in scheduled C hereunder through A/c Payee cheque/demand draft or online payment system of promoter, if any (as applicable) in favour of Greenrow Developers (P) Ltd. – Vega Star, payable at Jamshedpur. The receipt would be valid only after realisation of the said cheque/online/demand draft.

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 and 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 fulfil 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 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 shall 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 this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any

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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 unit 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/them under any head(s) of dues against lawful outstanding, if any, in his/her/them name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Unit to the Allottee after receiving the occupancy certificate or the completion certificate as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

6. CONSTRUCTION OF THE UNIT

The Allottee has seen the specifications of the Unit and accepted the Payment Plan, floor plans (approved by the competent authority), specification annexed along with this Agreement as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Jamshedpur Notified Area Committee and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and the procedure agreed under clause 1.6 herein above and breach of this term by the Promoter shall constitute a material breach of the Agreement.

It is clarified and the allottee(s) agrees that the appropriate Government/Other Authority has an obligation and responsibility to provide the external linkages for services and amenities beyond the boundaries of the project (including, in relation to roads, water lines, sewage, storm water drains and electricity) and in the event the Government Authority body fails to provide the external linkages for such services and amenities, including road, water lines, sewage, storm water disposal and electricity by the time of offers of possession of the unit to the allottee(s), the promoter shall make arrangements (to the extent possible) to provide such external linkages for appropriate road connectivity, water supply through tankers or otherwise, and electricity supply through DG sets, the charges for which shall be payable by the allottee(s) to be calculated on the basis of actual cost including applicable taxes plus

a reasonable mark-up.

7. POSSESSION OF THE UNIT

- 7.1 Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Unit on or before, with a grace period of six months 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 Unit, and the promoter shall not be liable to pay any penalty/ interest/compensation during such force majeure condition. 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, which shall be assessed by the promoter, the promoter shall inform the allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount (less taxes) received by the Promoter from the Allottee(s) within forty-five days from the date on which termination become effective subject to availability of funds in the designated project account and receipt of insurance of claim, if any. Further refund of taxes paid by the Allottee(s) shall be done only after reimbursement of such amount from the statutory body. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she shall not have any rights, claims etc. against the promoter and the promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing by offer letter for possession, the possession of the Unit, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges, interest free reducible maintenance security deposit for the service provider, security deposit, interest and all other charges as determined by the Promoter/association of Allottee(s), as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate of the Project.
- 7.3 Failure of Allottee to take Possession of Unit:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings, sale deed and

such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance and other charges as applicable.

7.4 Possession by the Allottee - After obtaining the occupancy/completion certificate and handing over physical possession of the Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans.

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(s) proposes to cancel/withdraw from the project without any fault of the promoter, before the completion of the project, the promoter shall be entitled to forfeit the booking amount, all taxes, duties, cess etc. deposited by the promoter to the concerned/department/authority in respect of the unit and all other penalties and delay payment charges of any nature whatsoever in respect of the unit, as on the date of such termination, from the amounts paid by the allottee(s) and the balance amount if any, shall be returned by the promoter to the allottee(s) without any interest within 30 days from the date of resale/allotment of the Unit to the new Allottee.

Cancellation by Allottee(s) after Occupancy Certificate – Where the Allottee(s) proposes to Cancel/Withdraw from the said project without any fault of the promoter, after receipt of completion certificate/occupancy certificate of the said project by the promoter, the promoter shall be entitled to forfeit twice the Booking Amount, all any taxes, duties, cess. etc. deposited by the promoter to the concerned department/authority in respect of the Unit and all other penalties and delay payment charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money, if any, paid by the Allottee(s) shall be returned by the promoter to the Allottee(s) without any interest, from the amounts realised from resale of the Unit to the new Allottee.

7.6 Compensation –

The Promoter shall compensate the Allottee in case of any actual loss caused to him due to defective title of the land (if any at the time of booking of the unit) on which the project is being developed or has been developed, in the manner as provided under the Act. This clause will stand deleted once the conveyance deed of the unit is executed.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1 above or herein; or (ii) due to discontinuance of his business as a promoter 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 Allottee(s), 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 unit with interest including compensation in the manner as provided under the act within 45 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 specified in the rules for every month of delay till the handing over possession of the Unit.

The Allottee shall be liable to pay from the date of expiry of 30 days of the date of offer letter to take possession or date of actual possession whichever is earlier, House Tax, Property Tax, water tax or any other taxes and charges as and when levied by any competent authority or other concerned authority. If the promoter has to pay the aforesaid amount on behalf of the Allottee the Allottee shall be liable to reimburse the same to the promoter within 15 days from the date of notice failing which the promoter shall be entitled to charge delay payment charges.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit 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, said Land, Building and unit 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 said Land, including the Project and the said unit 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 unit 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 unit to the Allottee.

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- (x) The Schedule Property 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 Schedule Property;
- (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 said project to the competent Authorities till the completion/occupancy certificate is issued or possession of the unit is handed over to the Allottee whichever is earlier;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. 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 Unit to the Allottee without any default on the part of the Allottee(s), within the time period specified in clause 7.1 above in this Agreement. For the purpose of this clause, 'ready to move in possession' shall mean that the unit shall be in a habitable condition which is complete in all respects for which occupancy/completion certificate 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, subject to the condition that there is no default on the part of the Allottee(s) 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 penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the unit, along with interest at the rate specified 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

specified in the Rules, for the period of delay till the handing over of the possession of the Unit.

- 9.3 (a) The Allottee shall be considered under a condition of Default, on the occurrence of the any one or more of the following events:
- (i) In case the Allottee fails to make payments for any instalment 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 specified in the Rules.
 - (ii) In case of delay/default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the unit in favour of the Allottee and refund the amount paid to him by the Allottee by deducting the booking amount and the interest liabilities, Taxes, Other charges paid to the Authorities and other charges this Agreement shall thereupon stand terminated.
 - (iii) After the issuance of Offer Letter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including delay payment charges, if applicable, under this Agreement within the period mentioned in the Offer Letter.
 - (iv) After the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit or taking possession of Unit within the period mentioned in Offer Letter.
 - (v) Breach of any other terms and conditions of this Agreement on the part of the Allottee(s).
 - (vi) Violation of any other Applicable Laws on the part of the Allottee(s).
- (b) The Promoter's right/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned in Clause 9.3 above shall be as follows:
- (i) Upon occurrence of event of default mentioned in Clause 9.3(a)(i) the Allottee(s) shall be liable to pay delay payment charges on the overdue amounts computed at the Rate as mentioned in the rules for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter.
 - (ii) Upon occurrence of event of default mentioned in Clause 9.3(a)(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days of the Allottee(s) in this regard.

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- (iii) Upon occurrence of event of default mentioned in Clause 9.3(a)(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.3(b)(ii). Further in case of event of default under Clause 9.3(iii) till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest as per Clause 9.3(b)(i) and (b) recover maintenance charges from the date of issuance of Offer Letter (c) recover holding/safeguarding charges @_____ per month on the Total Price of the Unit. (d) taxes mentioned in Clause 7.6 (e) withhold registration of the conveyance deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3 (iii) and Allottee(s) hereby authorises the Promoter for the same.
- (iv) The right and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without delay payment charges shall not be deemed to be a waiver by the Promoter of its right of charging such charges or of the other rights mentioned in this Agreement.
- (c) Upon termination of this Agreement by the Promoter as mentioned herein above, the Allottee(s) shall not have any lien, right, title, interest or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new Allottee/buyer, from the amounts realised from the such new Allottee/buyer.
- (i) The Booking Amount.
- (ii) All taxes, duties, cess etc. deposited by the Promoter to the concerned department/authority in respect of the Unit.
- (iii) The delay payment charges paid/payable by the Allottee(s) to the Promoter as per Clause 9.3(b)(i) and/or 9.3(b)(iii), if applicable

Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/Rules/Regulations.

10. CONVEYANCE OF THE SAID UNIT

The Promoter, on receipt of complete amount of the Price of the Unit under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in the common areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental

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and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Jharkhand Apartment Act, Indian Stamp Act, 1899, other acts including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / UNIT / 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 the Allottee(s).

From the date of completion of the project as notified by the Promoter and until transfer of maintenance affairs to the Association of Allottees as hereafter stated the Allottee agrees and undertakes to pay to the Promoter / maintenance agency regularly and punctually whether demanded or not at all times, Municipal Rates and Taxes on the basis of the Municipal assessment and of all the out goings calculated either on actual or in case the actual amount is not available on such reasonable estimated amount in respect of the said Unit including all rates, taxes, dues, duties, imposition, out goings burden, electricity and water charges, maintenance expenses, common light charges, generator maintenance and running charges, repairs, salaries of employees, Security Guards expenses, etc. and all other expenses of and incidental to the management and maintenance of the project as may be determined or fixed by the Promoter / maintenance agency in addition to service charges of 10 (Ten) paise per sq.ft. (Rs.1.07 per sq.mtr.) of the Super Built up area of the allottee(s) unit per month alongwith applicable taxes. The Allottee agrees and undertakes to pay to the Promoter/ maintenance agency the aforesaid proportionate share as may be fixed or determined by the Promoter / maintenance agency every month regularly and punctually on or before the 7th day of the month for which the same are due and payable and shall not withhold the same for any reason whatsoever.

In default of such payment;

- (a) The Allottee shall be liable to pay interest @2% per month compoundable monthly from the date of the default upto the date of payment, apart from penalty.
- (b) The Promoter / maintenance agency in addition to its rights to claim and recover interest shall be at liberty to withdraw, all utilities and facilities including electricity, water and other amenities to the said unit until such time the Allottee makes payment of such proportionate charges with all outstanding interest apart from penalty.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other structural defect in workmanship, structural quality or provision of services (shall not include non-load bearing elements or water proofing) or any other obligations of the Promoter as per

this agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of occupancy certificate/handing over possession or deemed date of possession, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days from the date of confirmation of defect by the promoter subject to the written information from the allottee. However if such rectification requires additional time depending on the nature of the work then the allottee(s) agrees to the additional time to be provided to the promoter without any compensation or claim under any law and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the unit/flat is naturally caused/or caused due to misuse/deviation from condition of usage/ any act/negligence or in case any damage caused by the Allottee(s) and / or any reasonable wear and tear due to passage of time and/or any damage cause due to Force Majeure shall not be covered under defect liability period. Moreover items like tiles, stones, wooden items, glass, aluminium items, façade, doors and windows etc. shall not be covered under defect liability and the same shall not be rectified by the promoter.

The allottee(s) confirms and agrees that proper maintenance would be done by the allottee(s) periodically of the fittings, fixtures, building/constructions/infrastructure services etc. after taking the possession of the unit so as to keep them defect free. Accordingly such maintenance will not be the responsibility of the promoter and the promoter will not be liable to rectify the defect arising out from such non maintenance.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed by the promoter or the promoter or the association of Allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Promoter / maintenance agency /association of Allottee(s) shall have rights of unrestricted access of all Common Areas, Parking Spaces for providing necessary maintenance services and the Allottee agrees to permit the promoter/association of Allottee(s) and/or maintenance agency to enter into the Unit 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.

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15. USAGE

Use of Service Areas: The service areas, if any, as located within the Project "VEGA STAR", shall be earmarked for purposes such as visitors parking spaces and services including but not limited to electric lines, DG set room, underground water tank, pump & equipments and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as visitor parking spaces, and the same shall be reserved for use for rendering maintenance services.

- 16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:** Subject to Clause 11 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Unit or common areas, DG space, pump etc. or the compound etc. which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable condition and 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. 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 Project/Unit or place any heavy material in the common areas or anywhere in the project. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit. The Allottee shall not raise any construction on the rear/front/ lawns/roof top/terrace in his unit or in any other part of the project.

The Allottee shall use the unit for residential purposes only. The Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

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

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of the Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the Allottee hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has taken over the possession of the said Unit/Flat, all the requirements, requisitions, demands and the repairs which are required by any competent Authority in respect of the Unit/Project at his/her/their own cost. Association of Allottee(s) shall be liable and responsible for obtaining any licenses,

renewal/replacement of generator, pump etc. and/or other statutory permissions/ renewal which are required to be obtained for the project in future. Failure to get the approvals/renewals shall not cast any liability on the promoter.

The Allottee(s) shall, without prejudice to any other rights of the Promoter, agree to indemnify and keep fully indemnified, hold harmless and defend the Promoter from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute any document required under any Act/ Law within the time prescribed in Clause 20 and/or (vi) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoters shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

18. 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, have been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Unit 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

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mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.

20. UNIT OWNERSHIP ACT

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Jharkhand Apartment Act 2011.

21. 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 this Agreement within 30 (thirty) days from the date of receipt by the Allottee. 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 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 excluding the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, annexures 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 unit.

23. RIGHT TO AMEND

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

24. 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 Unit and Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

- 25.1 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 mentioned in scheduled C of this agreement 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 Allottee(s).

- 25.2 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.

26. 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.

27. 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 Unit bears to the total carpet area of all the Units in the Project. However, Maintenance Charges for the Unit shall be calculated on the basis of the super built up area.

28. 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.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its partner/ authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Jamshedpur.

30. 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/Courier/Under Certificate of Posting at their respective addresses mentioned in this Agreement.

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 address mentioned in this agreement by Registered/Speed Post failing which all communications and letters posted at the address mentioned in this agreement shall

be deemed to have been received by the promoter or the Allottee, as the case may be.

31. 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.

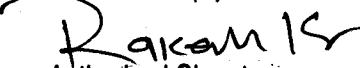
32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the 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, or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, between the parties failing which the same shall be settled in the manner provided under the Act.

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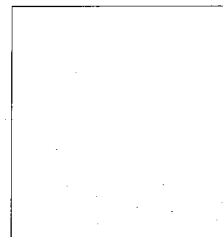
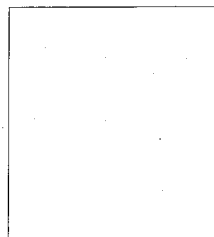
IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Jamshedpur in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____



At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory/ Partner)

Please affix
photograph
and sign
across the
photograph

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

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Rakem Is
Authorized Signatory

SCHEDULE 'A' –

Proposed 3 (Three) **BHK Residential Flat bearing No.....** consisting of 3 Bedrooms, Drawing / Dining Hall, Kitchen, Toilets, Sitout / Balcony(ies) etc., having carpet area (excluding the area of the balcony/verandah/sitout and including the area covered by the internal partition walls of the Flat) _____ Square Metre or _____ Square Feet approx.. / Carpet Area (including the area of the balcony/verandah/sitout and including the area covered by the internal partition walls of the Flat) _____ Square Metre or _____ Square Feet approx. / Super Built up Area _____ Square Metre or _____ Square Feet approx. on the _____ floor in the Basement + Ground + 10 (Ten) Storied Building _____ on RS Plot Nos. 4644, 4642, 4652, 4643 & 4654 under RS Khata No.11, 06 & 13 respectively together with undivided proportionate share in the freehold land under the said building situated at "VEGA STAR", Mouza Moharda P.O. Baridih, P.S. Birsanagar, Thana No. 1200, Town Jamshedpur, Dist. Singhbhum (East), Jharkhand within the Jurisdiction of Sub-registrar and District Registrar, Jamshedpur and the said Flat is bounded by:-

Bounded By

NORTH :
SOUTH :
EAST :
WEST :

[OR] (In case of Shop)

Proposed **Shop bearing No.....** having Rera carpet area __ Square Metre or __ Square Feet approx / Super Built Up Area__ Square Metre or __ Square Feet approx situated on the Floor in the Basement + Ground + 10 (Ten) Storied Building _____ situated on RS Plot Nos. 4644, 4642, 4652, 4643 & 4654 under RS Khata No.11, 06 & 13 respectively together with undivided proportionate share in the freehold land under the said building..... situated at "VEGA STAR", Mouza Moharda, P.O. Baridih, P.S. Birsanagar, Thana No. 1200, Town Jamshedpur, Dist. Singhbhum (East), Jharkhand within the jurisdiction of Sub-registrar and District Registrar, Jamshedpur and the said shop is bounded by:

Bounded By

NORTH :
SOUTH :
EAST :
WEST :

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SCHEDULE 'B' - FLOOR PLAN OF THE Flat/Shop

SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE
(As per the payment plan to be finalised with the allottee)

SCHEDULE 'D' –
(in case of Residential Flats)

The Stage wise Construction Schedule for the entire project is as follows:

Commencement of Foundation
Commencement of Basement roof
Commencement of Tenth floor roof
Commencement of Finishing work
Completion
Handing Over

[OR] (In case of Shop)

SCHEDULE 'D' –
(in case of Shop)

The Stage wise Construction Schedule for the entire project is as follows:

Commencement of Foundation
Commencement of Basement roof
Commencement of Tenth floor roof
Commencement of Finishing work
Completion
Handing Over

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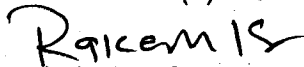
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SCHEDULE 'E' –

SPECIFICATIONS ABOVE REFERRED TO (in case of Residential Flats)

- Super Structure** : R.C.C. Frame Structure
- Walls & finishing** : External walls will be 8 / 9 inches (200/230 mm) thick (without considering plaster thickness) and internal walls will be 4 / 4.5 inches (100/115mm) thick (without considering plaster thickness). Plastered External walls shall have one coat of cement paint and two coats of external quality paint. Inside plastered surface in Staircase, Passage etc. shall have putty, one coat of primer and two coats of external quality paint. Plastered surface inside the flat shall have Putty with two coats of Primer. The plastered surface of walls & ceiling of Basement shall have one coat of cement paint and two coats of external quality paint.
- Doors** : All door frames shall be of Teak / other wood with PU Polish. Main door shutter shall be of teak / other wood with PU polish. Rest door shutters shall be of 32 mm thick commercial flush door finished with both side laminates. Mortise Lock / Digital Lock and Safety chain on Main door only will be provided.
- Windows** : UPVC / anodised or powder coated aluminium windows with clear float glass and M.S Grill.
- Floorings** : Vitrified Tiles flooring in all covered areas (Except Toilets) inside the Flat will be provided. Flooring of Toilets with ceramic floor tiles & dado of toilets will be upto door height with ceramic wall tiles. Flooring of staircase will be Indian Granite/Marble/External Tiles.
- Kitchen** : Cooking platform top will be finished with Indian Granite & dado of platform will be finished with ceramic wall tiles upto 2 feet (600 mm) approx. from cooking platform & rest walls of kitchen will be finished with ceramic wall tiles upto 4 feet (1200 mm) height approx. from the floor. One kitchen stainless steel sink (without drain board) will be provided. Modular Kitchen (Top and Bottom Unit) will be provided. One Chimney also will be provided in the Kitchen.
- Toilets Fittings** : Jaquar / Kohler / Grohe / Roca or other equivalent brand C.P fittings will be provided for taps, showers, health faucets etc. Pipe & Pipe fittings will be of C.P.V.C. or G.I. materials. One mirror & one towel Rack in each toilet shall also be provided. The I.W.C. & Basin will be of white vitreous china sanitary ware. Cistern will be of PVC in case of I.W.C. and EWC will be built in cistern.

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- Hot & Cold Water : Hot & Cold water provision will be made in Toilets & Kitchen with geyser.
- Provision for Washing Machine/ Water Purifier : Provision for Washing Machine and Water Purifier will be done as per availability of space (equipments not included).
- Electrical Fittings : All rooms will have concealed wiring of copper conductors of standard make. One Fan/ Exhaust Fan & One LED Batten Light in Drawing and Dining Hall, all Bedrooms, Kitchen, Toilets & Sitouts will be provided. Fancy lights will also be provided in drawing / dining hall, kitchen and bed rooms.
- Electricity : Electric supply shall be taken from a suitable & available source. All Flats will have individual meters or sub-meters. An extra cost will be charged for the electricity connection, from the source upto the individual meter.
- Provision for Cable T.V. : Cable T.V. point (not a connection) will be provided in Drawing/Dining Hall and all Bed Rooms.
- Water : Water Supply will be from suitable and available source at an extra cost.
- Provision for Telephone : Telephone point (not a connection) will be provided in all bed rooms & Drawing/Dining Hall.
- Generator : A standby Generator will be installed to run the water supply system and common lights. Flats will also be connected with the standby Generator with restricted load of 3000 watts (approx.)
- Fire Safety : Arrangements as required by the fire department will be done.
- Sewage Treatment Plant : Sewage Treatment Plant (STP) will be provided for treating the waste water generated from the flats / building and treated water will be used for gardening in the project and flushing in the toilets of the flat(s).
- Lift : 2 (Two) nos. of 15 Passengers Automatic Lifts will be provided in the building.
- Pipe Gas Supply : Pipe Gas Supply may be provided subject to availability at an extra cost.
- Intercom-cum-VDP : One Intercom cum Multi Apartment Video Door Phone will be provided in each flat.
- CCTV : CCTV surveillance system in common areas inside the building & basement will be provided.

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Club Membership : The Applicant has the option to become the member of the Vijaya Gardens Club, already operational and shall pay the one time and periodical fees/subscription charges etc, directly to the operator of the Club on the terms of the Club.

Other : In addition to the above, other specifications, facilities, amenities etc., may be provided for the flat/ building and the same shall be at extra cost.

Note :

1) All specifications, sizes, areas and layouts etc. are subject to variations, additions, alterations and modifications as may be decided by the Promoter or the architect of the promoter or by Competent Authority.

2) Accessories, Cabinets, Furniture & Fittings etc, as shown in the selling plans / brochures are purely indicative and are not part of the specifications. The Applicant(s) agrees and acknowledges that in the sample Flat, if any, all accessories, cabinets, furniture & fittings, items, electronic goods, amenities etc., provided are only for the purpose of show casing the Flat and are not part of specifications, other than as expressly agreed by the promoter as per general specifications mentioned above.

[OR] (In case of Shop)

SCHEDULE 'E' –

SPECIFICATIONS ABOVE REFERRED TO (In case of Shop)

- Structure :** R.C.C. Frame Structure
- Walls & finishing :** External walls will be 8 / 9 inches (200/230 mm) thick (without considering plaster thickness) and internal walls will be 4 / 4.5 inches (100/115mm) thick (without considering plaster thickness). Plastered External walls shall have one coat of cement paint and two coats of external quality paint. Inside plastered surface in Staircase, Passage etc. shall have putty, one coat of primer and two coats of external quality paint. Plastered surface inside the shop shall have Putty with two coats of Primer. The plastered surface of walls & ceiling of Basement shall have one coat of cement paint and two coats of external quality paint.
- Rolling Shutter :** One Rolling shutter shall be fixed and finished with synthetic enamel paints on a coat of primer.
- Floorings :** Indian Granite/vitrified tiles flooring in covered area inside the shop will be done.

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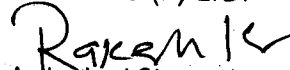
- Electrical Fittings : The shop will have concealed wiring of copper conductors of standard make. Two ceiling fans and four ceiling LED light fittings will be provided.
- Electricity : Electric supply shall be taken from a suitable & available source. The shop will have individual meter or sub-meter. An extra cost will be charged for the electricity connection, from the source upto the individual meter.
- Provision for Cable T.V. : Cable T.V. point (not a connection) will be provided.
- Provision for Telephone : Telephone point (not a connection) will be provided inside the shop.
- Water : Water Supply will be from suitable and available source at an extra cost, if required.
- Generator : Shop will be connected with restricted power of 3000 watts (approx.) from generator.

Note :

1) All specifications, sizes, areas and layouts etc. are subject to variations, additions, alterations and modifications as may be decided by the Promoter or the architect of the promoter or by Competent Authority.

2) Accessories, Cabinets, Furniture & Fittings etc as shown in the selling plans / brochures are purely indicative and are not part of the specifications. The Applicant(s) agrees and acknowledges that in the sample Unit, if any, all accessories, cabinets, furniture & fittings, items, electronic goods, amenities etc., provided are only for the purpose of show casing the Unit and are not part of specifications, other than as expressly agreed by the promoter as per general specifications mentioned above.

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