

Stamp

AGREEMENT FOR SALE

This Agreement for Sale executed on thisst day of,2020

By and Between

The Tripura Urban Development and Planning Authority, a statutory authority of the Government of Tripura, constituted under the Urban Development Department, Government of Tripura under Section 17 of the Tripura Urban Planning and Development Authority Act,2018 vide notification No. F. 2(468)-UDD/GL/TCPO/2018/559 dated 30.01.2019 having its office at Agartala, West Tripura and represented by its authorized signatory, the Joint Commissioner, Tripura Urban Development and Planning Authority, Government of Tripura, hereinafter called the **VENDOR** (which expression shall unless repugnant to the context be deemed to include his successor-in interest, executors, administrators and permitted assignees) of **ONE PART**.

AND

Shri/Smti.....(AadharNo.)...
.....S/o,D/o,W/o,.....age
d aboutyears by profession.....byfaith Hindu
residing athereinafter
called the **ALLOTTEE** (which expression shall unless repugnant to
the context or meaning there of be deemed to mean and include
his/her heirs, representatives, executors, administrators, successor-
in interest and permitted assignees) of the **OTHER PART**.

A. WHEREAS, the Revenue Department, Government of Tripura has allotted/transferred 0.9478 acres of land at Mouja Agartala Sheet No.15 under Sadar Sub-Division in favor of the vendor and accordingly new Khatian No. 2092 at mouja Agartala sheet No. 15 under Sadar Sub-Division was opened by the appropriate authority in favor of the vendor incorporating the following Hal Plot Numbers etc. as detailed below:

PARTICULARS OF THE LAND

1. Mouja : Agartala Sheet No.....
2. Khatian No.
3. Sub-Division : Sadar.
4. Tehasil : Agartala East.
5. Revenue Circle : Agartala East.
6. Plot Nos.
7. Total area of land: acres.

B. The said allotted land is earmarked by the vendor for building of multistoried residential Township Project comprising of 3(three) Towers with following details for selling among the interested purchasers: -

1. **Low Income Group (LIG) Tower:** 2 BHK Apartments Having Carpet area of 500 Sq Feet.
2. **Medium Income Group (MIG) Tower:** 2 BHK Apartments Having Carpet area of 690 Sq Feet.
3. **Higher Income Group (HIG) Tower:** 3 BHK Apartments Having Carpet area of 880 Sq Feet.

C. The vendor is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the vendor regarding the said land on which the Township Project is to be constructed have been completed.

D. The project will be registered with the Real Estate Regulatory Authority (RERA), Tripura under the provisions of Tripura Real Estate (Regulation & Development) (General) Rules, 2017 (hereinafter referred as 'Rules')

E. The Applicant had applied for a residential apartment at site by depositing an amount of Rs. (Rupees) only as booking amount being part payment towards the total price of the apartment vide Customer ID. No-----, Reference ID..... with transaction No. dated.....The applicant had chosen the apartment **No..... in floor of Tower** in the said Project along with *pro-rata* share in the common areas. Accordingly said apartment has been allotted to the allottee along with the **“Common areas and facilities”** as defined in the Tripura Apartment Ownership Act, 1986, more particularly as described in **Schedule G**, the floor plan

of the apartment appended herewith along with other details.

- F. The layout out plan approval for the project will be obtained from the approving authority. The vendor agrees and undertakes that it shall abide by the concerned Building Laws in this connection.
- G. The total price of the said apartment as mentioned in para “E” above is Rs., (Rupees) only (@ Rs. per square feet of carpet area) as per following description:

Details of Application			
Customer ID:	.....	Booking Amount:	.....
Transaction ID:	.....	Booking Date:	.....
Details of Customer			
Full Name:	.....	State:	.....
Mobile No.:	.....	District:	.....
E-mail ID:	<u>.....</u>	City/Town/Village:	.....
Account No.:	.....	Post Office:	.....
Bank Name:	.....	Road Name:	.....
Bank IFSC Code:	.....	Land Mark:	.....
Bank Branch:	.....	PAN No.:	.....
Details of Flat			
Site Name:	.....	Floor No.:	.....
Flat Type:	.....	Flat No.:	.....
Tower No.:	.....	Carpet Area:	.....sqft

Component wise price break up payable to the vender are provided as follows.

Sl.	Component	Amount (Rs.)	GST (Rs.)	Total Amount (Rs.)
1	Basic Price of Flat	.....	.....	.....
2	One year Maintenance Fees	.....	.....	.....
3	One-time Occupancy Fees	.....	.....	.....
4	Car Parking (Covered)	.....	.....	.....
Total Price		.....	.....	.....

- H. The total price above includes pro-rata share of the common areas and the allottee is to make payment as per following instalment schedule:

Installment No.	Installment (%of total price)	Due Date
1	25%	3 rd August, 2020
2	30%	08 March, 2021
3	30%	08 January, 2022
4	15%	At the time of handing over

Provided that if the allottee delays in making payments against any of the aforesaid installments, he or she shall be liable to pay interest at the rate specified in the Rules. Provided also that if the allottee fails in payment of installments as per prescribed schedule, within three months or notice of demand, the allotment shall automatically stand CANCELLED.

- I. The Parties have gone through all the terms and conditions setout in this Agreement and understood the mutual rights and obligations detailed herein;
- 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;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the vender hereby agrees to sell and the Allottee hereby agrees to purchase the **Apartment** and the **garage/Car parking** area measuring 2.4 m x 4.5 m as specified in para G.
- M. NOWTHEREFORE, 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 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in

charges which may be levied or imposed by the competent authority from time to time. The vender undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, it shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.2 The Allottee shall make the payment as per the payment plan set out in **Para “H” (“Instalment Schedule”)**.
- 1.3 It is agreed that the vender 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 apartment, plot or building, as the case maybe, without the previous written consent of the Allottee. Provided that the vender may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Real Estate (Regulation & Development) (General) Rules, 2016 (hereinafter referred as ‘the Act’).
- 1.4 The vender shall confirm the final **Carpet Area** that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the vender. If there is any reduction in the carpet area within the defined limit then the vender shall refund the excess money paid by the Allottee within forty-five days. If there is any increase in the carpet area allotted to Allottee, the corresponding increase in the total price arising out of such increase in carpet area shall be paid by the Allottee along with installment No.4. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause G of this Agreement.
- 1.5 Subject to Clause 9.3 the Vender agrees and acknowledges that the Allottee shall have the following rights in regard to the Apartment:
 - (i). The Allottee shall have exclusive ownership of the Apartment;
 - (ii). The Allottee shall also have undivided proportionate share in the Common Areas and proportionate

undivided share of the land. 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. It is clarified that the vender shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii). That the computation of the price of the Apartment includes recovery of price of land, construction of the Apartments and the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipments etc. as agreed to provide earlier and includes cost for providing all other facilities as provided within the Project.
- (iv). The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment.

1.6 The vender agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees. If vender fails to pay all or any of the outgoings or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the vender 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 therefore by such authority or person.

2. MODE OF PAYMENT

Subject to the terms of the Agreement the Allottee shall make all payments, on demand by the vender (as per installment schedule at Clause H), within the stipulated time as mentioned in the installment Plan in the shape of Draft, Cheque, Bankers Cheque or RTGS mode.

3. TIME SCHEDULE

Time is vital for the vender as well as for the Allottee. The vender shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees.

Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meet all other obligations under the Agreement subject to the simultaneous completion of construction by the vender. Project shall be completed within a period of 30 (Thirty) months from the date of commencement of work. Date of commencement of work shall be the 30th September 2020.

4. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the installment schedule, floor plans and layout plans as contained herein and approved by the competent authority. The vender shall develop the Project in accordance with the said layout plans, floor plans and specifications. The vender shall provide all other facilities as assured earlier. Subject to the terms in this Agreement, the vender undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, density norms and provisions prescribed by the Master Plan for Agartala Smart City Project and Tripura Building Rules as amended from time to time and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the vender shall constitute a material breach of the Agreement.

5. QUALITY AND SAFETY MEASURE OF THE CONSTRUCTION

The vender shall strictly follow the National Building Code, Tripura Building Rules and ensure earthquake resilient structure and various safety measures such as Fire Protection System, Disaster Management Norms, etc.

6. POSSESSION OF THE APARTMENT

6.1 Schedule for possession of the Apartment:

The vender agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Based on the approved plans and specifications, The vender assures to hand over possession of the Apartment by 30th September 2023, 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 Conditions**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the vender shall be entitled to the extension of time for delivery of possession

of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the vender to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the vender shall refund to the Allottee the entire amount received by it within 45 days from the day of such termination. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the vender shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure for taking possession

The vender, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such notice and the vender shall give possession of the Apartment to the Allottee. The vender agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on its part. The Allottee agree(s) to pay the maintenance charges as determined by the association of allottees, as the case may be. The vender on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the occupancy certificate of the Project. After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the vender to hand over the necessary documents and plans, including common areas, to the association of the Allottees.

6.3 Failure of Allottee to take Possession

Upon receiving a written intimation from the vender as per clause 6.2, the Allottee shall take possession of the Apartment by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the vender shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 6.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

6.4 Cancellation by Allottee

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the vender, the vender shall be entitled to forfeit the booking amount and installments paid for the allotment in the following manner:-.

- After payment of 1st installment: 15% deduction.
- After payment of 2nd installment: 30% deduction.
- After payment of 3rd installment: 50% deduction.
- After payment of final installment: No refund.

6.5 Compensation

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

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

7. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The vendor hereby represents and warrants to the Allottee as follows:

- i. The vendor 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 vendor has lawful rights and requisite approvals from the competent Authorities to carry out the developmentProject;
- iii. There are no encumbrances upon the said Land or theProject;
- iv. There are no litigations pending before any Court of law with respect to the said Land, Project or theApartment;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, The vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, building, apartment and common areas;
- vi. The vendor 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 beaffected;
- vii. The vendor 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.
- viii. The vendor confirms that it is not restricted in any manner whatsoever from selling the said Apartment to the allottee in the manner contemplated in this agreement.
- ix. At the time of execution of the conveyance deed the vendor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- x. No part of the schedule property is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

8. THIRD PARTY MONITORING

It is agreed by the parties (vendor and allottee) that the vendor will execute MOU with the National Institute of

Technology, Agartala for third party independent quality checks and monitoring etc.apart from the engineering cell of the vendor.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the force majeure clause, the vendor shall be considered to be in default, in the following events:

- (i). The vendor fails to provide ready to move in possession of the Apartment/Plot to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii). Discontinuance of the project by the vendor on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- (i). Stop making further payments as demanded by the vendor. If the Allottee stops making payments, the vendor 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 vendor shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate 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 TUDA, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- (i). In case the Allottee fails to make payments for consecutive demands made by the vendor as per the

installment schedule annexed here to, 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 if default by Allottee under the condition listed above continues for a period beyond three consecutive months after notice from the vendor A in this regard, the vendor shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount of money paid to him by the allottee by deducting the booking amount, interest and liabilities in accordance with the provisions of clause 6.4 and this Agreement shall thereupon stand terminated.

10 CONVEYANCE OF THE SAID APARTMENT

The Vendor, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Vendor 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 Vendor is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 or any other applicable levy including any actions taken or deficiencies/penalties imposed by the competent authorities.

11 MAINTENANCE OF THE SAID BUILDING /APARTMENT / PROJECT

The Vendor 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 allottees. The cost of such maintenance has been included in the Total Price of the Apartment. The vendor will maintain the complex for 12 months from the date of issue of notice for taking possession, after which Association of the Allottees will take over from the vendor.

12 DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within a period of 1 (One) year by the Allottee from the date of completion of the apartment. it shall be the duty of the vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of the vendor's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Apartment 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 or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all of his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the

Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she will not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.
BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority.

17 ADDITIONAL CONSTRUCTIONS

The vendor undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authorities except for as provided in the Act. Allottee do not have any right to object or any objection on providing lease or sale of commercial space from the vendor as earmarked in the approved Building Plan.

18 TUDA SHALL NOT MORTGAGE OR CREATE A CHARGE

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

19 BINDING EFFECT

Forwarding this Agreement to the Allottee by the vendor does not create a binding obligation on the part of the vendor or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the vendor. If the Allottee(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, the Vendor 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.

20 ENTIRE AGREEMENT

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

21 RIGHT TO AMEND

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

22 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

24 DISPUTE RESOLUTION

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

IN WITNESS WHERE OF the parties herein above named have set their respective hands and signed this Agreement for sale at Agartala in the presence of attesting witness.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:

SIGNATURE _____

NAME _____

ADDRESS _____ in the
presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR

SIGNATURE _____

NAME _____

ADDRESS _____

(Authorized Signatory with seal)

WITNESSES:

1. Signature _____ Name _____ Address _____
2. Signature _____ Name _____ Address _____

Schedule A (Plot)

ALL THAT piece and parcel Bastu land measuring more or less..... be the same and a little more or less lying and situates at part of premises no.standing thereon daag no.under Khatian no.of Mouza, under PSwithin the limits of Agartala Municipal Corporation Ward No.in the District of West Tripura, which is butted and bounded by

On the North:

On the South:

On the East :

On the West :

Schedule B (APARTMENT)

ALL THAT the flat no.in the Tower, located on the Floor, facing <direction> , consisting of bedrooms, bathrooms, 1(one) drawing-cum-dining space, 1(one) kitchen and balcony with a measurement of more or less 690 SQFT carpet area together with proportionate undivided share of land under Schedule A, including a roof, all areas on the ground floor.

Schedule C (Parking)

ALL THAT the car parking measuring more or less 120 SQFT (8ft x 15 ft) in area. Car parking No. and location will be allotted later on through lottery system.

Schedule D (Common Amenities)

1. One no. of space for gymnasium/Community hall , measuring about SQFT

2. One no. of space for office room for Society of Residents , measuring about SQFT

3. Staircase, landing and mid landing on all floors

4. Common passage from public road / entrance gate up to the amount of staircase on the ground floor and lobby, except car parking

5. Entrance gate and main gate

6. Water pump, water tank, water pipes and plumbing installations

7. Transformers and related electrical wiring and fixtures

8. Telephone points and boxes

9. Drainage and sewers

10. Pump house, electric motor and pump for lifting water
11. Light arrangements in staircases, passage, etc. and also in outside but within the complex
12. Meter room
13. Outside of building and its repair and maintenance
14. Septic tanks and soak pits
15. Other common parts such as areas, equipment, installations, fixtures as are necessary for common use.
16. PNG (piped natural gas) pipeline network

Schedule E (Maintenance)

1. Maintenance, repairing, painting, re-painting, white washing, operating, replacing, re-building, constructing, decorating, re-decorating and lighting of the common parts and also the other walls or the buildings.
2. Appointment and maintenance of security personnel and their salaries
3. Sweeping arrangements including salaries of sweepers
4. Salaries for all other persons/employees for carrying out maintenance service including sanitary plumbing service and electrical service
5. Deposit for maintenance and running of common part and portions
6. Electric bills for common purpose and portions, i.e. other than individual flats
7. AMC taxes or other levies other than taxes imposed separately on individual flats
8. Promotion and operations of Resident Welfare Association (RWA)/Society
9. Deposit from residents to create any fund
10. Ratification
11. All other charges or expenses or deposits for supplied common utilities including the operation and maintenance of water pump, etc. for maintenance of the building.

Schedule F (Specifications)

1. Brickwork: 1st class bricks as per PWD specifications.
2. Walls: All external and partition wall shall be made with cement made blocks / AAC blocks or similar blocks as will be approved by Vendor.
3. Floors (Kitchen & Toilets): Ceramic tiles with ceramic wall tiles up to 2.4 meter height from floor as will be approved by Vendor.

4. Floors (Rooms): Vitrified tiles as per CPWD specification will be approved by the vendor as will be approved by Vendor.
5. Floors (Balcony, corridor, lobby): Marble/granite flooring as will be approved by Vendor.
6. Floor (Stairs): Marble/kota stone as will be approved by Vendor
7. Skirting: In verandahs, corridor, lobby, etc. - 250mm height (marble), rooms – 100-150 mm height (vitrified tiles), kitchen 100-150 mm height (ceramic tiles) as will be approved by Vendor
8. Sanitary: Sanitary fixtures and fittings, sanitary installations, internal & external water supply arrangement with provision of geyser line, internal sanitary systems, pumps house, pumps, sewerage/Septage disposal system, rain water disposal/ harvesting etc./ fittings as per IS specification - as will be approved by Vendor.
9. Door (Main): Minimum 40 mm thick Teak wood (Preferably SEGUN wood) made. The Door frame of main door shall be minimum 100 x125 mm size made of Teak wood - as will be approved by Vendor.
10. Door (rooms): Particle board (BIS specification and ISI marked, water proof, termite proof) minimum 40 mm thick- as will be approved by Vendor.
11. Doors (lavatories): Delux type good quality PVC door/Fibre door (BIS specification and ISI marked)- as will be approved by Vendor.
12. Windows: Covered with glazed type & provided with MS Grills made of square bars and made with Aluminum sliding frames - as will be approved by Vendor.
13. Wall painting (inside): Up to base coat (wall Putty made- BIS specification and ISI marked) and final finish will be left for completion by the allottee.
14. Wall painting (outside): Portions belonging to common area, corridors, Stair cases, lobby, parking area, parapet etc. and all other remaining part(s) shall be completed and finished by the Vendor with Acrylic Emulsion Paint (BIS specification and ISI marked).
15. Lift: At least one lift of 8 person's carrying capacity and of brand OTIS/ ThyssenKrupp/Mitsubishi or equivalent with uninterrupted power supply for emergency as will be approved by Vendor.
16. Generator set (DG Set): (Silent or Sound Proof type, energy efficient) competent to cover the entire complex shall be set up and installed (Kirloskar/Mahindra/Greaves or equivalent) made as will be approved by Vendor.
17. Rooftop WATERPROOF ARRANGEMENT in all respect with all infrastructure shall be provided by the vendor.

18. Electrical work: Recessed MS conduit wiring system and good quality insulated copper conducted wire (ISI approved) will be used for points, circuit, main and sub-main wiring .
19. Electrical Meters: Each flat shall be made as competent to 3/2/1 Phase line connection (HIG/MIG /LIG Tower). A Separate meter room for each tower shall be provided. AC point in bed rooms and Geyser point in bathrooms shall be provided.
20. Electrical Safety: Necessary provision shall be made for earthing, lightning arrester, aviation lights and safety against lightning/ thunderstorm.

SCHEDULE -G

Description (DRAWINGS) of the layout Plan, floor plans, individual Plan of Flat and earmarking the concerned Flat.

Schedule G – Page 1 of 3 (Layout plan of the site)

Schedule G – Page 2 of 3 (Floor plan of the Tower)

Schedule G – Page 3 of 3 (Individual model plan of the flat)