

H. No- 248/215, Ward No-16, Malancha Road, P.O- Nimpura, P.S- Kharagpur, Dist- Paschim Medinipur, West Bengal, Pin-721304, by faith – Hindu, by Nationality – Indian, by Profession– Business, having **PAN– BGUPR3204E Aadhaar No. 213917008728)** and **SHRI. P. PRASHANT KUMAR** S/o: Lt. Srinivasa Rao **Pan No. BXCPK3628N** and Aadhaar no-906322227826 residing at H. No- 248/215, Ward No-16, Malancha Road, P.O- Nimpura, P.S- Kharagpur (Town), Dist- Paschim Medinipur, Pin- 721304 hereinafter referred to as the **DEVELOPER / BUILDER & SELLER** (which expression or term unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, legal representatives, successors in interest and assigns) of the **FIRST PART.**

AND

1. **Mr. KANCHAN GHOSH** (PAN: AOWPG2187A & Aadhaar No. 732148822509) S/o RABILLOCHAN GHOSH, aged about 43 Years, residing at Flat No-1C, Diamond Tower-5, Jhapatapur, P.O-Kharagpur, Dist - Paschim Medinipur, West Bengal, Pin - 721301

2. **Mrs. PAPIYA GHOSH** (PAN – **BBTPG4757R, Aadhaar No. 303241541278)** W/o. Sri Kanchan Ghosh, aged about 33 Years, residing Flat No-1C, Diamond Tower- 5, Jhapatapur, P.O- Kharagpur, Dist - Paschim Medinipur, West Bengal, Pin - 721301, hereinafter called the "**PURCHASER**" (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).

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

WHEREAS:

WHEREAS Smt. Parbati Charan Mondal sold a piece and parcel of land measuring 13 Decimals be the same a little more or less situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur in Mouza – Kaushallya,

J.L. No. 311, R.S. Plot No. 589, R.S. Khatian No. 153 and in favour of Smt. Chabi Rani Kundu by the Sale Deed executed and registered on 12.09.1970 in the office of the Sub Registry at Kharagpur, and duly recorded as Being No. 3166 for the year 1970.

WHEREAS Smt. Parbati Charan Mondal sold piece and parcel of land measuring 05 Decimals be the same a little more or less situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur , in Mouza – Kaushallya, J.L. No. 311, R.S. Plot No. 589, R.S. Khatian No. 153, in favour of Smt. Chabi Rani Kundu by the Sale Deed executed and registered on 06.12.1972 in the office of the Sub Registry at Kharagpur, and duly recorded as Being No. 3511 for the year 1972.

WHEREAS Smt. Parbati Charan Mondal sold piece and parcel of land measuring about 1 Decimals be the same a little more or less situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur , in Mouza – Kaushallya, J.L. No. 311, R.S. Plot No. 589, to R.S. Khatian No. 153, in favour of Smt. Nirmla Maity by the of Sale Deed executed and registered on 12.09.1971 in the office of the Sub Registry at Kharagpur, and duly recorded as Being No. 1118 for the year 1971.

WHEREAS Smt. Nirmla Maity sold parcel of land measuring 1 Decimals situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. – Kharagpur, in Mouza – Kaushallya, J.L. No. 311, R.S. Plot No. 589, R.S. Khatian No. 153, in favour of Smt. Chabi Rani Kundu by the Sale Deed executed and registered on 13.07.1973 in the office of the Sub Registry at Kharagpur, and duly recorded as Being No. 2539 for the year 1973.

WHEREAS That the said Smt. Chabi Rani Kundu became the absolute owner of the land measuring about 12.50 Decimals after another sale of land measuring 6.50 Decimal to the other parties and her name was recorded from the office of the Block Land & Land Reforms Office at Kharagpur, District – Paschim Medinipur.

WHEREAS Sri Janmenjoy Hazra sold piece and parcel of land measuring 12 Decimals situated in District – Paschim Medinipur, P.O.- Kharagpur,

P.S. - Kharagpur, comprised in Mouza – Kaushallya, J.L. No. 311, R.S. Plot No. 592, to R.S. Khatian No. 62, in favour of Smt. Chabi Rani Kundu by the Sale Deed executed and registered on 20.12.1971 in the office of the Sub Registry at Kharagpur, and duly recorded as Being No. 3380 for the year 1971.

WHEREAS Smt. Chabi Rani Kundu became the absolute owner of the land measuring about 07 Decimals after another sale of land measuring 05 Decimals to the other parties and her name was recorded from the office of the Block Land & Land Reforms Office at Kharagpur, District – Paschim Medinipur.

WHEREAS Smt. Chabi Rani Kundu became the absolute owner of the land measuring about 12.5 Decimals in R.S. Plot No. 589, corresponding to R.S. Khatian No. 153 and 07 Decimals in R.S. Plot No. 592, R. S. Khatian No. 62, lying and situated at Mouza – Kaushallya, J.L. No. 311, P.O.- Kharagpur, P.S. - Kharagpur, District – Paschim Medinipur and her name was recorded from the office of the Block Land & Land Reforms Office at Kharagpur, District – Paschim Medinipur and paying taxes regularly.

WHEREAS Smt. Chabi Rani Kundu gifted piece and parcel of land measuring about 19 Decimals be the same a little more or less lying and situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur, in Mouza – Kaushallya, J.L. No. 311, R.S. Plot No. 589 & 592, R.S. Khatian No. 153 & 62 in favour of Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu) and Smt. Jhupu Rani Nandi (Kundu) by the Gift Deed executed and registered on 2007 in the office of the Sub Registry at Kharagpur and duly recorded as Being No. 3663 for the year 2007.

WHEREAS Sri Lakshikanta Pandit exchange and transferred piece and parcel of land measuring about 1.25 Decimals in R.S. Plot No. 565, R.S. Khatian No. 224 and 4.75 Decimals in R.S. Plot No. 566, corresponding to R.S. Khatian No. 299 total 6 Decimals be the same situated in District– Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur, comprised in Mouza – Mirpur, J.L. No. 240, unto and in favour of Smt. Bhabani Pal (Kundu) by dint of Exchange Deed executed and registered on 2003 in the office of the Sub Registry at Kharagpur and duly recorded as Being No. 3916 & 7395 for the year 2003.

WHEREAS Sri Lakshikanta Pandit sold piece and parcel of land measuring about 01 Decimal in R.S. Plot No. 566, to R.S. Khatian No. 299 be the same a little more or less lying and situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur, comprised in Mouza– Mirpur, J.L. No. 240, in favour of Sri Krishna Prasad Kundu by dint of Sale Deed executed and registered on 18.10.2005 in the office of the Sub Registry at Kharagpur and duly recorded as Being No. 6320 for the year 2005.

WHEREAS Sri Ganesh Chinna and Sri Ananda Chinna sold piece and parcel of land measuring about 2.50 Decimals and 1.50 Decimals Total about 04 Decimals in R.S. Plot No. 556, R.S. Khatian No. 224 be the same a little more or less lying and situated in District– Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur , comprised in Mouza– Mirpur, J.L. No. 240, unto and in favour of Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu), Smt. Jhupu Rani Nandi (Kundu) and Sri Krishna prasad Kundu by the Sale Deed executed and registered on 18.10.2005 in the office of the Sub Registry at Kharagpur and duly recorded as Being No. 6321 for the year 2005.

WHEREAS Sri Lakshikanta Pandit sold piece and parcel of land measuring about 7.50 Decimals in R.S. Plot No. 565, R.S. Khatian No. 224 and 1.25 Decimals in R .S. Plot No. 566, R.S. Khatian No. 299 total 8.75Decimals be the same a little more or less lying and situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur , comprised in Mouza – Mirpur, J.L. No. 240, unto and in favour of Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu), Smt. Jhupu Rani Nandi (Kundu) and Sri Krishnaprasad Kundu by the Sale Deed executed and registered on 18.10.2005 in the office of the Sub Registry at Kharagpur and duly recorded as Being No. 6319 for the year 2005.

WHEREAS Smt. Bhabani Pal (Kundu) became the absolute owner of the land measuring about 4 and 1/8 Decimals in R.S. Plot No. 565, 5 and 1/16 Decimals in R.S Plot No. 566 and Smt. Tripti Rani Pal (Kundu) became the absolute owner of the land measuring about 2 and 7/8 Decimals in R.S. Plot No. 565, 5/16 Decimals in R.S Plot No. 566 and Smt. Jhupu Rani Nandi (Kundu) became the absolute owner of the land measuring about 2 and 7/8 Decimals in R.S. Plot No. 565, 5/16 Decimals in R.S Plot No. 566 and Sri Krishna Prasad Kundu became the absolute owner of the land measuring about 2 and 7/8 Decimals in R.S. Plot No. 565, 1 and 5/16 Decimals in R.S Plot No. 566 and their names recorded from the office of the Block Land & Land Reforms Office at Kharagpur.

WHEREAS Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu), Smt. Jhupu Rani Nandi (Kundu) have constituted and nominated Sri Krishnaprasad Kundu as Attorney by a registered General Power of Attorney dated 26.06. 2009 which was registered in the office of the A. D.S.R., Kharagpur, and recorded in Book No. I, Volume No. 12, in Pages from 4430 to 4445, as Being No. 04344 for the year 2009.

WHEREAS Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu), Smt. Jhupu Rani Nandi (Kundu) through their constituted attorney Sri Krishna prasad Kundu sold, conveyed and transferred piece and parcel of land measuring about 4.06 Decimals in R.S. Plot No. 589 & 592, corresponding to R.S. Khatian No. 153 & 62, comprised in Mouza – Kaushallya, J.L. No. 311 and 7.13 Decimals in R.S. Plot No. 565 & 566, R.S. Khatian No. 224 & 299, in Mouza – Mirpur, J.L. No. 240, Total 11.19 Decimals be the same a little more or less lying and situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur, in favour of **Kumari Sharmistha Singh** (Minor), legal guardian and father Sri Prabhat Kumar Singh by dint of Sale Deed executed and registered on 09.10.2009 in the office of the A.D.S.R., Kharagpur and duly recorded in Book No. I, Volume No. 18, Pages from 2851 to 2870, as Being No. 06433 for the year 2009.

WHEREAS Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu), Smt. Jhupu Rani Nandi (Kundu) and Sri Krishna Prasad Kundu sold piece and parcel of land measuring about 4.06 Decimals in R.S. Plot No. 589 & 592, R.S. Khatian No. 153 & 62, comprised in Mouza – Kaushallya, J.L. No. 311 and 7.13 Decimals in R.S. Plot No. 565 & 566, R.S. Khatian No. 224 & 299 comprised in Mouza – Mirpur, J.L. No. 240, Total 11.19 Decimals be the same a little more or less lying and situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur, unto and in favour of **Smt. Manita Singh** by dint of Sale Deed executed and registered on 26.06.2009 in the office of the A.D.S.R., Kharagpur and duly recorded in Book No. I, Volume No. 12, Pages from 3216 to 3235, as Being No. 04308 for the year 2009.

WHEREAS Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu), Smt. Jhupu Rani Nandi (Kundu) through their constituted attorney Sri Krishnaprasad Kundu sold, conveyed and transferred ALL THAT piece and parcel of land measuring about 4.06 Decimals in R.S. Plot No. 589 & 592, corresponding to R.S. Khatian No. 153 & 62, comprised in Mouza – Kaushallya, J.L. No. 311 and 7.13 Decimals in R.S. Plot No. 565 & 566, corresponding to R.S. Khatian No. 224 & 299 comprised in Mouza – Mirpur, J.L. No. 240, Total 11.19 Decimals be the same a little more or less lying and situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur, unto and in favour of **Sri Prabhat Kumar Singh** by dint of Sale Deed executed and registered on 09.10.2010 in the office of the A.D.S.R., Kharagpur and duly recorded in Book No. I, Volume No. 14, Pages from 269 to 287, as Being No. 05059 for the year 2010

WHEREAS Sri Prabhat Kumar Singh, Smt. Manita Singh and Kumari Sarmistha Singh became the absolute owner of the land measuring about 30 Decimals, and their name recorded in L.R. Khatian No. 2202 & 2163, 2200 & 2164 and 2203 & 2165 respectively in L.R. Plot No. 646, 647 & 2201, 2202 from the office of the Block Land & Land Reforms Office at Kharagpur and got land use compatibility certificate from Midnapore Kharagpur Development Authority (MKDA) being memo no.-965/263/MKDA/17 on 07/07/2017 and converted into Vastu in three separate conversion case being no. 376/R/17, 377/R/17 & 375/R/17 respectively dated 29.11.2017 and paying taxes to the Gopali Gram Panchayat & Kharagpur Municipality on a regular basis.

WHEREAS Sri Prabhat Kumar Singh, Smt. Manita Singh and Kumari Sarmistha Singh have constituted and nominated **M/S. PRAGATI INFRA** as a Developer represented by T. Usha Rani, Tarun Kumar Malu, Kamala Malu and P. Prashant Kumar and executed a registered Development Agreement cum Power of Attorney dated 20.10.2022 which was registered in the office of the A.D.S.R.,

Kharagpur and duly recorded in Book No. I, Volume No. 1010 -2022, in Pages from 261209 to 261244, as Being No. 011430 for the year 2022 to construct a multistoried building upon the said land measuring about 30 Decimals more or less in accordance with the Building Plan being memo no- 951/P, dated 24.03.2021 to be sanctioned by the Paschim Medinipur Zilla Parishad and the said Developer constructed a **B+G+5** storied building consisting of several residential flats.

1. The Vendors have registered the project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Paschim Medinipur on
Under registration no. RERA/...../...../...../.....
2. The intending Purchaser has booked one FLAT in our Project "**NIRMAL ENCLAVE**" being Flat No- E, measuring **1279.15** square feet of carpet area equivalent to **1598.94** square feet of super-built area situated on the **2nd Floor** being constructed by the said '**PRAGATI INFRAA**' on the lands described in the First Schedule hereto together with the right to park 1 (one) motor car in the covered independent car parking space at Ground floor level as permissible under the applicable law and of pro rata share in the common areas ("Common Area") "Apartment" more particularly described in the Fourth Schedule and the floor plan or the apartment is annexed hereto and marked as Map - 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:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase,

the Apartment/ FLAT as specified in paragraph;

The Total Price for the Apartment based on the carpet area is Rs.....
(Rupees..... only ("**Total Price**") (Give break up and description):

| | |
|--|---|
| Building Name. <u>NIRMAL ENCLAVE</u> FLAT - E, 2ND FLOOR (One Tower only) Type <u>Self-content flat</u> Floor: <u>TILES</u> | Rate of Apartment per square feet* Rs.- 3400.00 (Rupees Three Thousand Four Hundred only) per Sq.ft. |
| Cost of Apartment 00 | Total00 |
| G.S.T. 1%..... 00 | No other Charge |

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee/PURCHASER to the Promoter towards the one Flat being No. **FLAT – E on 2ND FLOOR.**
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, 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 Apartment- **FLAT – E on 2ND FLOOR.**

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/Purchaser the amount payable as stated in
- (i) above and the Allottee/Purchaser shall make payment within 30

(thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee/Purchaser the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of Flat includes: 1) pro rata share in the Common Areas; as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee/Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments.

The Allottee(s) / Purchaser shall make the payment as per the payment plan set out in Schedule C ("Payment Plan"). 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 apartment, plot or building, as the case may be, without the previous written consent of the Allottee/Purchaser. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been sold to the Purchaser after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined

limit then Promoter shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area sold to Purchaser, the Promoter shall demand that from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Purchaser / Allottee shall have the right to the Apartment /FLAT as mentioned below:

- (v) The Purchaser shall have exclusive ownership of the Apartment **FLAT – E on 2nd FLOOR**
- (vi) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser / Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee/ Purchaser 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 Purchaser 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 promoter shall convey undivided proportionate title in the common areas to the association of Flat owners as provided in the Act;
- (vii) That the computation of the price of the Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- (viii) It is made clear by the Promoter and the Purchaser agrees that the Flat/Apartment shall be treated as a single indivisible unit 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

- (ix) 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 Purchaser(s) of the Project.
- (x) It is understood by the Purchaser that all other areas and i.e. areas and facilities falling outside the Project, namely **NIRMAL ENCLAVE** shall not form

a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

- (xi) The Promoter agrees to pay all outgoings before transferring the physical possession of the FLAT to the Purchaser, which it has collected from the PURCHASERS, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the FLAT to the PURCHASER, 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.
- (xii) The PURCHASER has paid a sum of Rs-_____, (Rupees _____ only) through cheque on _____ being No- _____ Bank: _____ and Rs-_____, (Rupees _____ only) through cheque on _____ being No- _____ Bank: _____ as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and

the PURCHASER hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan 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 for 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 Vendor abiding by the construction milestones, the Purchaser/Allottee shall make all payments, on written demand by the Vendor, within the stipulated time as mentioned in the

payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favour of **PRAGATI INFRAA'** payable at **BANDHAN BANK, KHARAGPUR BRANCH. VIDE CURRENT A/C NO.- 10220005417782. I.F.S.C NO.- BDBL0001532.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Purchaser, 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 fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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.

The Promoter accepts no responsibility in this regard. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser 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 Purchaser and such third party shall not have any right in the Flat / Property of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser 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 Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat] to the Purchaser and the common areas to the association of the PURCHASERS after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her 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 PROJECT / APARTMENT

The Purchasers has seen the specifications of the Apartment & the Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, 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 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 Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT / FLAT

- i. **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/ FLAT/ Building] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on **FLAT – E on 2ND FLOOR**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/ FLAT/ Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment of Flat or the booking of Flat shall stand terminated and the Promoter shall refund to the

Purchaser the entire amount received by the Promoter from the Purchaser within **45 days** from that date. After refund of the money paid by the Purchaser, The Purchaser agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- ii. Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/ Flat /Plot], to the Purchaser in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the **FLAT** to the PURCHASER. The Promoter agrees and undertakes to indemnify the Purchaser of Flat in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter/association of Purchaser, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser of Flat in writing within **30** days of receiving the occupancy certificate* of the Project.
- iii. Failure of Purchaser to take Possession of FLAT:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Purchaser shall take possession of the [Apartment / Flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the FLAT to the PURCHASE in case the Purchaser fails to take possession within the time provided in clause 7.2, such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- iv. Possession by the Purchaser of Flat** – After obtaining the occupancy certificate* and handing over physical possession of the Flat to the Purchaser, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Flat owners or the competent authority, as the case may be, as per the local laws.

- v. **Cancellation by Purchaser** – The Purchaser shall have the right to cancel/withdraw his Booking in the Project as provided in the Act. The amount of money paid by the Purchaser shall be returned by the promoter to the Purchaser within 45 days of such cancellation. If the Purchaser finds any fault or dispute in the documents or in the papers related to Land & Building of the project or fault or dispute in the promoter or in their Firm, the Promoter or the Developer will be liable to refund the booking or advance money received by him from the purchaser.

- vi. **Compensation** – The Promoter shall compensate the Purchaser of Flat 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 promoter fails to complete or is unable to give possession of the [Apartment/Flat] (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 developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees/Purchasers, in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Flat], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Flat].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Purchasers 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; in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Flat]
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment / Flat 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 Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser 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 Apartment/Flat which will, in any manner, affect the rights of Purchaser under this Agreement; The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Flat to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment / FLAT to the Purchaser and the common areas to the Association of the Flat owners;
- (ix) 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;

- (x) 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;
- (xi) 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;
- (xii) That the property is not **WAQF** property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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 FLAT to the PURCHASER 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 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 there under .In case of Default by Promoter under the conditions listed above, PURCHASER is entitled to the following:
 - a. Stop making further payments to Promoter as demanded by the Promoter. If the Purchaser stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any penal interest; or the Purchaser shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the

Purchaser under any head whatsoever towards the purchase of the Flat/ Apartment, along with interest at the rate specified in the Rules within **45 days** of receiving the termination notice.

- b. Provided that where an Purchaser 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 every month of delay till the handing over of the possession of the FLAT.

The Purchaser shall be considered under a condition of Default. on the occurrence of the following events:

- (i) In case the Purchaser fails to make payments for **60 DAYS** consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Purchaser under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the Booking of the Flat and refund the amount money paid to him by the Purchaser by deducting the booking amount and the interest liabilities, if any and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Flat] under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the FLAT together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Purchaser of Flat 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 Purchaser 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 Purchaser. The

Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING/FLAT/ APARTMENT /PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the FLAT OWNERS. The cost of such maintenance is exclusive of Total Price of the FLAT. The purchaser will pay extra charges for other services and purchase of Lift & Generator & Electric Transformer & Electric meter on equal sharing basis.

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. DEFECT LIABILITY

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

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

The PURCHASER hereby agrees to purchase the F L A T 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 Flat owners (or the maintenance agency appointed by it and performance by the Purchaser of all 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 Promoter / maintenance agency /association of flat owners shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Flat owner agrees to permit the association of Flat owners and/or maintenance agency to enter into the [Apartment/ Flat] 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. USAGE

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE

APARTMENT: Subject to Clause 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the [Apartment/Flat] 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/Flat], 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/Flat] and keep the [Apartment/Flat], 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 Purchaser 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 Purchaser 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 Purchaser shall not store any hazardous or combustible goods in the Apartment/Flat/ common area or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Flat]. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Flat owners and/or maintenance agency appointed by association of Flat owners. The Purchaser 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 PURCHASER

The Purchaser is entering into this Agreement for Purchase of Apartment/Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser 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/Flat], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Flat]/ at his/ her own cost.

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

19. PROMOTERS SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Flat/ Building/Land] 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 Purchaser who has taken or agreed to take such Apartment / Flat/ Building.

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Purchaser that the project is entirely in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to

the Purchaser for rectifying the default, which if not rectified within **30 (Thirty) days** from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

22. 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/Flat/ Plot/Building/Land, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER / SUBSEQUENT PURCHASER

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 Purchaser of the [Apartment/Flat], in case of a transfer, as the said obligations go along with the [Apartment/Flat] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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 Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Promoter in the case of one Purchaser shall

not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Purchaser. Failure on the part of the Promoter 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 Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Flat] bears to the total carpet area of all the [Apartments/Flats] in the Project.

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 authorized signatory at the Promoter's Office, or at

some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

30.NOTICES

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

NAME OF PURCHASER:

MR. KANCHAN GHOSH & Mrs. PAPIYA GHOSH

FLAT NO-1C, DIAMOND TOWER-5, JHAPATAPUR, PO-KHARAGPUR,
DIST-PASCHIM MEDINIPUR, PIN- 721301

SELLER / BUILDER:

M/S: PRAGATI INFRAA

MALANCHA ROAD, WARD NO-16, P.O-NIMPURA, P.S- KHARAGPUR
(TOWN), DIST- PASCHIM MIDNAPORE, STATE-WEST BENGAL, PIN-
721304.

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

31. JOINT PURCHASERS

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

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 of 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.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

THE SCHEDULE “A ” ABOVE REFERRED TO:

ALL THAT Unit /Flat No. E measuring **1279.15 square feet of carpet area** corresponding to **1598.94 square feet of super built up** area be the same a little more or less situated on the **2nd Floor** of the buildings being constructed by the Vendor at on the lands on piece of Vastu land altogether measuring **30 decimals** with the break up in

1. Mouza- Kaushallya, J.L No-311, R.S Plot No- 589(P), & 592 (P), L.R Khatian No-2163, 2164,2165, L.R Plot No-2201 (P) and 2202 (P), Kharagpur Municipality ward no-25, measuring 05 decimal within P.O- Kharagpur, P.S- Kharagpur Town, District- Paschim Medinipur, State- West Bengal.
2. Mouza- Kaushallya, J.L No-311, R.S Plot No- 589(P), & 592 (P), L.R Khatian No-2163, 2164,2165, L.R Plot No-2202 (P), Kharagpur Municipality ward no-25,measuring 08 decimal within P.O-Kharagpur, P.S- Kharagpur Town, District- Paschim Medinipur, State- West Bengal.

3. Mouza- Mirpur, J.L No-340, R.S Plot No- 240, R.S Plot No—565 (P), 566 (P), L.R Khatian No- 2200,2202 and 2203, L.R Plot No-646(P), Under Gopali Gram Panchayat, measuring 12 decimal within P.O- Kharagpur, P.S- Kharagpur Local, District- Paschim Medinipur, State- West Bengal.
4. Mouza- Mirpur, J.L No-340, R.S Plot No- 240, R.S Plot No—565 (P), 566 (P), L.R Khatian No- 2200,2202 and 2203, L.R Plot No-647(P), Under Gopali Gram Panchayat, measuring 05 decimal within P.O- Kharagpur, P.S- Kharagpur Local, District- Paschim Medinipur, State- West Bengal.

Above written as bordered in red ink on Map- I attached herewith together with prorata undivided share in the entire land comprised in the said premises and prorata undivided share in the common areas, installations, services and facilities in the said building and together with the right to park 1 **(one) motor car** in the covered independent car parking space at **Ground floor** level of the said premises.

ENTIRE LAND BUTTED AND BOUNDED BY:

| | | |
|-------|---|---|
| North | : | Anil Baderia |
| South | : | Abhijit Halder and Anusree Halder |
| East | : | 19.42 Mtr.Wide Road |
| West | : | Vacant land and Double Storied Building |

FLAT BOUNDARIES:

| | | |
|-------|---|---------------------------|
| North | : | OPEN TO SKY |
| South | : | COMMON AREA, STAIRS, LIFT |
| East | : | FLAT No. D |
| West | : | OPEN TO SKY |

THE SCHEDULE “B ” ABOVE REFERRED TO:

FITTINGS SPECIFICATIONS/FEATURES

| | |
|-------------------|--|
| Structural | : RCC framed structure. |
| Walls | : Back walls with cement mortar 8” thick external walls with plastering and 5” thick wall for internal walls. |
| Doors | : Frames with salwood shutters with flush Doors. |
| Flooring | : Internal vitrified tiles flooring (24”X24”) of standard make. Common area with Marble or Tiles flooring. |
| Kitchen | : Polished Granite kitchen platform with stainless sink & glazed ceramic tiles dado upto 2’-0” height above the platform. |
| Painting | : Walls: Internal walls with putty finish. External Wall: The entire building shall be painted one coat primer and two coats weather coat. Windows grills: With one coat primer and two coat enamels paints. |
| Toilets | : Indian & Western type toilets with glazed tiles upto 6’-0” height. |
| Electrical | : Concealed copper wiring ISI standard and sufficient points will be provided with modular switches. |
| Plumbing | : PPR/CPVC concealed pipes with sufficient points. |
| Water | : 24 hour supply of water supply will be provided. |
| Generator | : Generator power backup for common area and Pump, Lift only. |
| Staircase | : Staircase will be provided. |

THE SCHEDULE "C" ABOVE REFERRED TO:

(Mode of payment of the total cost)

| | | |
|-----|---|------|
| 1. | On or before the date of this agreement (Including booking amount) | 10% |
| 2. | Within 10 days of this Agreement | 10% |
| 3. | On Completion of foundation of the Block | 10% |
| 4. | On Completion of casting of 3 rd floor roof of the Block | 10% |
| 5. | On Completion of casting of 4 th floor roof of the Block | 10% |
| 6. | On Completion of casting of 5 th floor roof of the block | 10% |
| 7. | On completion of brick work of the particular Unit | 10% |
| 8. | On completion of flooring of the particular Unit | 10% |
| 9. | On completion of the Unit/Flat | 10% |
| 10. | Within 7 days of issuance of possession | 10% |
| | Total | 100% |

(Rupees: _____ Only)

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

(2) _____

(Authorized Signatory)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Purchaser:

(1) _____

(2) _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

WITNESSES:

1. Signature _____
Name & Address _____

2. Signature _____
Name & Address _____

At _____ on _____ in the presence of: