

R S CONSTRUCTION

Kalyan Kumar Sinha
Partner

R S CONSTRUCTION

Ujjwal K. Sinha
Partner

R S CONSTRUCTION

Aloke Sinha
Partner

-: AGREEMENT FOR SALE :-

THIS Agreement for Sale made thisday of, 2021

Between

1. Mr. Kalyan Kumar Sinha S/o Late Harihar Sinha, (PAN AKDPS4480K)
2. Mr. Ujjwal Kumar Sinha S/o Late Harihar Sinha, (PAN AKDPS4490H)
3. Mr. Aloke Sinha S/o Late Harihar Sinha, (PAN AKDPS4479C)

all are by citizen of India, by faith Hindu, by occupation Business, residing at Katwa Telephone Maidan, P.O – Katwa, P.S, Chowki & A.D.S.R.- Katwa, Dist. Purba Bardhaman, Pin Code - 713130 hereinafter referred to as **VENDORS/OWNERS** (which expression shall unless repugnant to the context shall mean and include the said vendors, their heirs, successors, executors, administrators, legal representatives and or assigns) of the **FIRST PART**.

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Kalyan Kumar Sinha
Partner

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Partner

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Partner

AND

R S Construction, (PAN AAYFR0929H) a Partnership Firm having its office at Katwa Telephone Maidan, P.O – Katwa, P.S, Chowki & A.D.S.R.- Katwa, Dist. Purba Bardhaman, Pin Code – 713130, represented by its Partners.

1. Mr. Kalyan Kumar Sinha S/o Late Harihar Sinha, (PAN AKDPS4480K)
2. Mr. Ujjwal Kumar Sinha S/o Late Harihar Sinha, (PAN AKDPS4490H)
3. Mr. Aloke Sinha S/o Late Harihar Sinha, (PAN AKDPS4479C)

all are by citizen of India, by faith Hindu, by occupation Business, residing at Katwa Telephone Maidan, P.O - Katwa, P.S & A.D.S.R.- Katwa, Dist. Purba Bardhaman, Pin Code - 713130 hereinafter referred to as **PARTNERS/DEVELOPER/CONFIRMING PARTY** (which expression shall unless repugnant to the context shall mean and include the said **PARTNERS/DEVELOPER/ CONFIRMING PARTY**, their heirs, successors, executors, administrators, legal representatives and or assigns) of the **SECOND PART**.

AND

[If the Allottee is the company]

_____ (CIN _____), a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory _____ (Aadhaar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees) of the **THIRD PART**:

[If the Allottee is the Partnership Firm or a LLP]

_____ a partnership firm (or a Limited Liability Partnership) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at _____ (PAN _____), represented by its authorized Partner, _____ (Aadhaar No. _____) authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees including those of the respective partners) of the **THIRD PART**:

[If the Allottee is an Individual]

- (1) Mr. / Ms. _____ (Aadhaar No. _____) son / daughter of _____, aged about _____, residing at _____, PAN _____) and
- (2) Mr. / Ms. _____ (Aadhaar No. _____) son / daughter of _____, aged about _____, residing at _____, PAN no. _____) hereinafter jointly referred to as the "Allottee" (which expression shall unless repugnant to

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the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, and permitted assignees) of the THIRD PART:

[If the Allottee is a HUF]

Mr. _____ (PAN _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/ residing at _____, PAN _____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Heirs, representatives, executors, administrators, successor in interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns,) of the THIRD PART:

AND WHEREAS Harihar Singh a @ Sinha father of vendors /partners/ Confirming party was Previous Owner & possessor of entire land of Plot Nos. 351 & 352 together with other plots in the district - Purba Bardhaman, P.O, P.S, Chouki & A.D.S.R. - Katwa, Mouza - Ghoshhat (J.L. No.- 22), R.S. Khatian No - 150 within Katwa Municipality under ward No - 12 and his name dully recorded in R.S. R.O.R.

AND WHEREAS aforesaid Harihar Singha Purchased the aforesaid property by a registered deed of sale executed and registered on 19/05/1956 at the office of Katwa S.R. Office and entered in Book No.1, Volume No. - 32; pages 100 to 104, being no. 2970 for the year 1956.

AND WHEREAS the aforesaid Harihar Singha @ Sinha became the owner and absolutely seized and possessed of the aforesaid land in the Dist - Burdwan, P.S - Katwa, Mouza - Ghoshhat, Plot No - 351 & 352 together with other plots under Katwa Municipality and he died leaving behind his wife Gita Rani sinha and his three sons namely Kalyan Kumar Sinha, Ujjwal Kumar Sinha and Aloke Sinha who became owners and possessors the same by virtue of Hindu Succession Act as the legal heirs of Harihar sigha @ Sinha.

AND WHEREAS aforesaid Gita Rani Sinha become the owner and absolutely seized and possessed of the aforesaid land died leaving behind her three sons namely Kalyan Kumar Sinha, Ujjwal Kumar Sinha and Aloke Sinha who became owners and possessors the same by virtue of Hindu Succession Act as the legal heirs of Gita Rani Sinha.

AND WHEREAS the aforesaid Kalyan Kumar Sinha, Ujjwal Kumar Sinha and Aloke Sinha became the owner and absolutely seized and possessed of the total land admeasuring 21 decimal in the Dist - Purba Bardhaman, P.S - Katwa, Mouza - Ghoshhat, J.L No 22, Plot No - 351, Area 04 decimal and Plot No. 352, Area - 17 decimal., under Katwa Municipality and mutated their names in the record of L.R.R.O.R, in L.R. Khatian. No. 5729, 5730 & 5731 under Ghoshhat Mouza by paying rent regularly and have converted the nature of land from Danga to Bastu and have also amalgamated the said two plots to treat the same as single unit and

Kalyan Kumar Sinha
Partner

Ujjwal K. Sinha
Partner

Aloke Sinha
Partner

have mutated their names in the record of Katwa Municipality by paying tax and absolutely seized and possessed the said properties more fully described in the **Scheduled "A"** hereunder.

AND WHEREAS aforesaid Kalyan Kumar Sinha, Ujjwal Kumar Sinha and Aloke Sinha such user and enjoyment, desirous of developing the said land by making construction of a multi stories building over their aforesaid land more fully described in the scheduled "A" hereunder written enter in to Partnership Agreement dated 03/04/2018 and form **R S Construction, (PAN AAYFR0929H)** a Partnership Firm having its office at Katwa Telephone Maidan, P.O - Katwa, P.S, Chowki & A.D.S.R.- Katwa, Dist. Purba Bardhaman, Pin - 713130, The VENDORS as the OWNER being the confirming party herein, developing of the said land by making construction of a **G+4** storied building in accordance with a sanctioned Building Plan by the Katwa Municipality.

AND WHEREAS subsequently the said Vendors obtained a Sanctioned Building Plan for construction of a **G + 4** storied building on the said land from the said Katwa Municipality vide plan no 17 BP date 18/04/2018.

AND WHEREAS by virtue of the aforesaid Plan the owners/confirming party herein has made and constructing the aforesaid G+4 storied building on the said land in accordance with the said Sanctioned Building Plan.

AND WHEREAS being desirous of selling the respective flats of the said building along with proportionate, variable share and interest of the land, more fully described in the **Schedule "A"** written hereinafter along with rights to use and enjoy the common areas and facilities and being approached by the ALLOTTEE/S after being satisfied with title of the VENDORS and also the sanctioned Building Plan, the VENDORS as well as OWNERS/ Confirming party have agreed to sell to the ALLOTTEE/S ALL THAT a self contained residential flat, being the flat No. on the " floor" of the said building, measuring Super built up area for of Approx (More or less) () Square feet of the said building along with proportionate variable share and interest of the land together with rights to use and enjoy the common areas and facilities lying and situated at SUBODH SMRITI ROAD within the Katwa Municipality more fully described in the schedule "B" written hereunder and hereinafter called the said Flat at and for the consideration of Rs. () @ () only per sq. ft. to which the vendors as well as OWNERS/ Confirming party have agreed to.

AND WHEREAS being desirous of selling schedule flat mentioned in **Schedule "B"** along with proportionate variable share and interest of the land fully described in **Schedule "A"** the Allottee/s shall purchase the unit having super built up area Approx () square feet on the 2nd floor of the said building constructed on the "A" schedule property at or for in consideration of total sum of Rs. () only i.e. @ Rs () Per Sq. ft. This consideration shall be full and binding in respect of the aforesaid super built area of the apartment on completion of building.

Rajendra Kumar Singh
Partner

Hijwal K. Singh
Partner

Aloke Singh
Partner

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

1. TERMS

1.1 Subject to terms and conditions as detailed in this agreement, the Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the Apartment as specified in Schedule-B;

1.2 The Total Price for the Apartment and appurtenances based on the carpet area is Rs. _____ (Rupees _____ only) ("Total Price");

Apartment and appurtenances details Amount

Apartment No. _____

Floor _____

Parking Space _____

Charges for Infrastructure & Amenities

Consolidated Price without GST in Rupees

GST as per prevailing rates

Total Amount in Rupees

Explanation:

I. The Total Price above includes the booking amount paid by the allottee/s to the Promoter towards the Apartment;

II. The Total Price above includes taxes consisting of tax paid or payable by the Promoter by way of GST, 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 to the Allottee/s and the project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the completion/occupancy certificate subject to Clause 13 hereafter providing that the cost of maintenance of the Apartment/Building or the Project shall be carried out by the Promoter upto a maximum period of 3 months after completion/occupancy certificate which shall be included in the Total Price. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change modification; provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

III. The Promoter shall periodically intimate to the Allottee, the amount payable as stated herein above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

IV. The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the common areas /common parts and facilities s, internal/external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and fire fighting equipments in the common areas/ common parts and facilities, maintenance charge as per Clause etc. and includes cost for providing all other facilities,

Kajran Kaur Singh
Partner

Hijwal Kr. Sinha
Partner

Aloke Sinha
Partner

amenities and specifications to be provided within the Project; and parking (if any) as provided in the Agreement.

V. The Allottee has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.

VI. The Allottee acknowledges that the Total Price has been agreed between the parties taking into account the effect and benefits of the input tax credit under the applicable laws.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/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 which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee. The security deposit and charges for individual electricity meters shall be paid by the Allottee to the service provider/concerned authority (CESC or WBSEDCL, as the case maybe), and in case the service provider / concerned authority decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub-meters to the individual Allottees, the Allottee shall be required to pay proportionate share of the security deposit and charges to the Promoter.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ __ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of the Project and specifications and the nature of fixtures, fittings and amenities described herein in Schedule-E (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment without the previous written consent of the Allottee as per the provision of the Act. Provided that the Promoter may make such minor additions or alterations as may be required or such minor changes or alterations as per the provisions of the Act due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not materially affect the Unit and the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer and for that the Allottee gives his consent.

1.7 Subject to the terms and conditions contained herein, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate variable share in the common areas/ common parts and facilities. Since the share / interest of Allottee in the common areas/

common parts and facilities is undivided and cannot be divided or separated, the Allottee shall use the common areas/ common parts and facilities along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas/ common parts and facilities to the Association of Allottees after duly obtaining the occupancy/completion certificate from the Competent Authority as provided in the Act. Further, the right of the Allottee to use the common areas/ common parts and facilities 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/ common parts and facilities to the Association of Allottees as provided in the Act and the proportionate share of the Allottee in the land and also in the common areas/ common parts and facilities will always be variable.

(iii) The allottees of the apartments of each of the buildings within the Project shall use in common with other allottees, the common areas/ common parts and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment as the case may be subject to prior intimation to the Promoter and prior consent of the project engineer and complying with all safety measures while visiting the site.

1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Parking Space (if any) 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 underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except extension of the same Project on adjacent future land or except for the purpose of integration of infrastructure and facilities for the benefit of the Allottee in the manner described herein. It is clarified that Project's infrastructure, services, facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

1.10 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter has acknowledged and the Allottee hereby agrees to pay the remaining amounts of the Total 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, he shall be liable to pay interest at the rate specified in the Rules.

R S CONSTRUCTION
Krishan Kumar Singh
Partner

R S CONSTRUCTION
Ujjwal K. Sinha
Partner

R S CONSTRUCTION
Aloke Sinha
Partner

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque /demand draft or online payment (as applicable) in favour of R S Construction.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

3.2 The Promoter accepts no responsibility in regard to matters specified in para 4.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

(i) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the Authority ("Completion Date") and towards handing over the Apartment to the Allottee and the common areas/ common parts and facilities in the Project the Association of the Allottees after receiving the occupancy/completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction milestone by the Promoter as provided in Schedule-F ("Payment Plan").

Kajjan Kaur Singh
Partner

Hijwal K.P. SINGH
Partner

Aloke Sinha
Partner

6. CONSTRUCTION OF THE PROJECT / APARTMENT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, Payment Plan and the specifications, amenities and facilities, along with this Agreement which is presently pending approval by the WBHIRA Authority / which has been approved by the competent authority. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Act and rules thereunder and shall not have an option to make any variation / alteration / modification in such plans except in the manner provided under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT/ PLOT

7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas/ common parts and facilities to the Association of the Allottees is the essence of the Agreement. The Promoter, based on the approved plans and specifications, intends to hand over possession of the Apartment on _____, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or order, rule, notification of the Government and/or other public or competent authority/court and/or caused by nature affecting the regular development of the 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 mthe 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 Promoter will be entitled to give block-wise/phase-wise possession upon obtaining the Completion/ Occupancy Certificate of a building or block or phase as the case may be irrespective of the fact that construction of other blocks and/or other phases and/or provision of facilities may be incomplete. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession:

The Promoter, upon obtaining the full or partial Completion/ Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 months from the date of issue of such certificate subject to payment of all amounts due and payable under this Agreement and registration of conveyance deed. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be,

Kajal Kaur Singh
Partner

Ujjwal K. Sinha
Partner

Aloke Sinha
Partner

7.3 Failure of Allottee to take the possession of Apartment:

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and/or prescribed in this Agreement or by the Promoter, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.3, such Allottee shall continue to be liable to pay interest on amounts due and payable in terms of this agreement, maintenance charges, municipal tax and other outgoings

7.4 Possession by the Allottee:

After obtaining the full or partial Completion/ Occupancy Certificate and handing over physical possession of the Apartment to the Allottee, the Promoter shall handover the necessary documents and plans, including common areas/ common parts and facilities to the association of the Allottees on its formation or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee:

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any default of the promoter, the Allottee shall serve a 90 (ninety) days' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the promoter herein is entitled to forfeit 10% of the consideration and the applicable GST on such cancellation charges. The balance amount of money paid by the Allottee after the aforesaid deductions shall be returned by the Promoter within 45 days of such cancellation.

7.6 Compensation:

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date; or (ii) due to discontinuance of their business as developers on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the amounts received by him in respect of the Apartment, with interest at the rate prescribed 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 Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

Kajran Kaur Singh
Partner

Hijwarkar Sina
Partner

Aloke Sinha
Partner

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Owners have absolute, clear and marketable title with respect to the land of the Project and the requisite authority and rights to carry out development upon the land of the Project and absolute, actual, physical and legal possession of the 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 land of the Project;
- (iv) There are no litigations pending before any court of law that will materially affect the said land, project or the Apartment at present;
- (v) The approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following the 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, Building and Apartment and common areas/ common parts and facilities;
- (vi) The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any other agreement/ arrangement with any person or party with respect to the said Apartment, which will, in any manner, affect the rights of allottee under this agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the allottee in any manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, possession of the Apartment to the Allottee. The common areas/ common parts and facilities shall be handed over to the association of the Allottees;
- (x) The land of the Project is not the subject matter of any Hindu Undivided Family and that no part thereof is owned by any minor and/ or minor has any right, title and claim over the same;
- (xi) The promoter has duly paid and shall continue to pay and discharge all governmental dues, rates and other monies, levies, impositions, premiums, damages and/ or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till completion/ occupancy certificate of Project has been issued and/or notice of possession has been issued;
- (xii) No notice from the Government or any local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the land of the Project) has been received by or served upon the promoter in respect of the land of the Project;

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) In spite of due observance of the terms and obligations of the Allottee under this agreement, the Promoter fails to provide ready to move possession of the Apartment to the Allottee within the Completion Date or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authorities. For the purpose of this clause, ready to move in possession' shall mean that the apartment shall be in a habitable

R S CONSTRUCTION

Kajjan Kaur Singh
Partner

R S CONSTRUCTION

Ujjwal K. Sinha
Partner

R S CONSTRUCTION

Aloke Sinha
Partner

condition which is complete in all respects including the provision of all specifications as agreed to between the parties as certified by the Architect and for which full or partial Completion / Occupancy Certificate has been issued by the Competent Authority.

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

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

(i) Stop making further payments to promoter as demanded by the Promoter by the Promoter. If the Allottee stops making payments, the Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, alongwith interest at the rate specified in the rules within forty-five days of receiving the termination notice subject to allottee fulfilling all formalities on its part;

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

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 more than 15 days from scheduled date and 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 herein.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the promoter in this regard, the promoter 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 of 10% of total consideration and interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination. The remaining balance amount of money refundable (if any) shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter on receipt of the entirety of the Total Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the Apartment within 3 (three) months from the date of issuance of the Completion / Occupancy Certificate as the case may be, to the Allottee. 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 Promoter to withhold registration of the

conveyance deed in his/ her favour till full and final settlement of all dues and stamp duty and registration charges to the promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT/ PROJECT

(i) The Promoter shall be responsible to provide and maintain essential services in the Project for three months from completion / occupancy certificate or till the taking over of the maintenance of the project by the association of the allottees whichever is earlier. The cost of such maintenance will be paid/ borne by the Allottee to the Promoter from the date of obtaining completion/occupancy certificate till handover of maintenance of the project to the association, and thereafter to the association of allottees. In case the formation of the Association is delayed beyond the said period due no fault of the Promoter; the Promoter may provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter.

(ii) Additions or Replacements

(A) As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the project on pro-rata basis as specified by the association. The promoter and upon handover the association, shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the allottee agrees to abide by the same.

(B) After taking over possession / deemed possession, all municipal taxes and other outgoings including maintenance charges payable in respect of the Apartment shall be paid borne and discharged by the Allottee. From expiry of the period mentioned in the notice of possession, the Allottee shall be liable and pay:

(i) regularly and punctually the proportionate share of maintenance charges including applicable taxes, and without any abatement and/or deduction on any account whatsoever or howsoever;

(ii) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'Rates and Taxes').

(iii) the Allottee shall not withhold payment of the maintenance charges and rates and taxes on any account whatsoever.

(iv) in the event of any default, the Allottee shall be liable for payment of interest at prime lending rate of State Bank Of India plus two per cent p.a. on amounts outstanding and if such default shall continue for a period of two months the Promoter or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented to the following:

a. To the discontinuance of supply of electricity to the said Apartment/Unit

b. To the discontinuance of water supply;

c. Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help, staff and visitors;

d. To discontinuance of the facility of DG Power back-up;

e. To discontinuance of the usage of all amenities and facilities provided in the Project to the

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(ii) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'Rates and Taxes').

(iii) the Allottee shall not withhold payment of the maintenance charges and rates and taxes on any account whatsoever.

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b. To the discontinuance of water supply;

c. Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help, staff and visitors;

d. To discontinuance of the facility of DG Power back-up;

e. To discontinuance of the usage of all amenities and facilities provided in the Project to the

R S CONSTRUCTION

Kajjan Kaur Singh
Partner

R S CONSTRUCTION

Ujjwal K. Sinha
Partner

R S CONSTRUCTION

Aloke Simha
Partner

said Allottee and/his/her/their family members and guests, staff and visitors.

f. The Promoter or the Association shall become entitled to all rents accruing from such Apartment if the Apartment has been let out and/or is under tenancy and/or lease.

12. DEFECT LIABILITY

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

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS/COMMON PARTS 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/ common parts and facilities 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 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 shall have rights of unrestricted access of all common areas/ common parts and facilities, parking spaces etc. 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. USAGE

Use of basement and service areas: The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces or specifically sanctioned for some other use and allotted for that purpose to any Allottee, and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

Kajal Kaur Singh
Partner

Ujjwal K. Sinha
Partner

Aloke Sinha
Partner

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/ her cost, in good repair and condition. It shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his unit are regularly filled with white cement/ epoxy to prevent water seepage 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 tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/ she would not put any sign board/name-plate, neon light, publicity material or advertisement material etc on the face/ façade of the Building or anywhere on the exterior of the project, building therein or common areas/ common parts and facilities. 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 hazardous or combustible goods in the Apartment or place any 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. It is agreed recorded that the Promoter shall have exclusive right to place hoarding, neon sign etc. on the stair head room and lift machine room and any other areas as may be decided by the Promoter including the elevation and the exteriors of the buildings.

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 damage arising out of breach of any aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Parties are entering into this agreement for the allotment of an Apartment with the 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 in respect of the Apartment 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 save and except vertical increase in the floors of the block/buildings as agreed or as per the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

Kajam Kumar Singh
Partner

Ujjwal K. Sinha
Partner

Aloke Sinha
Partner

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

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Housing Industry Regulation Act 2017. The Promoter showing compliance of various laws/regulations as applicable in State of West Bengal.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

This Agreement, along with the 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, implied or oral, if any, between the Parties in regard to the said Apartment/Plot/Building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 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 purpose.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

Kalyan Kumar Sinha
Partner

Ujjwal K. Sinha
Partner

Aloke Sinha
Partner

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 provisions.

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 there under 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 hereunder 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 Allottees has to make any payment, in common with other Allottees in the 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.

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 Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar/ District Sub Registrar as the case may be. Hence this Agreement shall be deemed to have been executed at Katwa.

30. NOTICES

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

_____ (Name of Allottee)

_____ (Allottee's Address)

M/s R S Construction (Developer's name)

Katwa Telephone Maidan, P.O – Katwa, P.S, Chowki & A.D.S.R.- Katwa, Dist. Purba Bardhaman,
Pin Code – 713130 (Developer's Address)

Kalyan Bose
Partner

Uttam K. Sinha
Partner

Aloke Sinha
Partner

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any dispute 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.

SCHEDULE 'A' REFERRED TO ABOVE

(LANDED PROPERTY)

ALL THAT a piece and parcel of land, Measuring about **21 (Twenty One) Decimal** approx be the same a little more or less together with **G+4** storied (total five storied) building standing there on at Subodh Smriti Road Katwa, Purba Bardhaman, under Katwa Municipality Ward No. - 12, Holding No. 689, P.S. & A.D.S.R. - Katwa, Mouza - Ghoshhat, J.L. No. - 22, R.S Khatian No. 150, L.R. Khatian. Nos. - 5729, 5730 & 5731, R.S. & L.R. Plot No. - 351 (Three Hundred Fifty One) Area - 04 dec. & Plot No. 352 (Three Hundred Fifty Two), Area - 17 dec. along with all easementary rights which is butted and bounded by.

ON THE NORTH: Katwa Subodh Smriti Road. **ON THE SOUTH:** Gouri Prasad Hore and others.

ON THE EAST: 6 ft. wide Common Passage. **ON THE WEST:** 11 ft. Wide Common Passage.

The relevant sketch Map of showing the aforesaid property is annexed hereto and thereon coloured red border in sketch map No. Annexure - 1 which is the part & parcel of this Agreement

R S CONSTRUCTION
Kajal K. Saha
Partner

R S CONSTRUCTION
Ujjwal K. Sinha
Partner

R S CONSTRUCTION
Aloke Sinha
Partner

SCHEDULE 'B' REFERRED TO ABOVE

(DESCRIPTION OF THE FLAT)

ALL THAT one self contained residential Flat being Flat No. "..." on the Floor measuring Carpet area Sq. ft. Balcony Sq. ft. Total built up area Sq. ft. more or less sq. ft. super built up area of Approx More or less sq. ft. of the said Building consisting of Bed Rooms, Dining room 1 (One) Kitchen room, Toilets and Balcony of the said building, lying and situated at Subodh Smriti Road, Katwa Purba Bardhaman, Under Katwa Municipality Ward No. 12, Holding No. 689, Mouza - Ghoshhat, J.L No. 22, R.S. & L. R. Plot No. - 351 (Three Hundred Fifty One) & 352 (Three Hundred Fifty Two), R.S Khatian No. 150, L.R. Khatian. No. - 5729, 5730 & 5731 along with all common areas together with undivided, proportionate, impartible and variable share and interest in the "A" Schedule land and also rights to use and enjoy the common areas and facilities along with right to easement in all common areas and facilities available under the provision of the West Bengal Apartment Ownership Act, 1972. The relevant sketch Map showing the aforesaid Flat is annexed hereto and thereon coloured green border in sketch Map No. Annexure - 2 which is the part & parcel of this Agreement

SCHEDULE - 'C' REFERRED TO ABOVE

"COMMON PARTS, PORTIONS, AREAS AND FACILITIES IN THE BUILDING"

1. All common areas and land as described in the A Schedule above shall use and enjoy as undivided impartible property with easementary rights.
2. The foundations, columns, girders, beams, supports, main walls, corridors, stairways, Staircase, fire escape and right of egress and ingress from the main entrance of the building.
3. All said spaces, backspaces, passages, path, drain, ways, meter room in the said building.
4. Common lift for all floors.
5. General lighting of the common portions.
6. Drains, Rain water pipe & sewerage from the building to the Municipal drain.
7. Common Deep Tube Well with Tap water, lightening for common areas.
8. Common Septic chamber.
9. Common overhead water reservoir and also underground reservoir for firefighting requirement.

R S CONSTRUCTION

Kajjan Kaur Singh
Partner

R S CONSTRUCTION

Ujjwal K. Singh
Partner

R S CONSTRUCTION

Aloke Simha
Partner

10. Water and sewers evacuation from the pipes of the flat to drains and sewers common to the said building.
11. It is clarified that such common areas do not include the roof/terrace and other parts, other Flats and portions of the building. It is also clarified that a demarcated portion of top roof of the said building shall remain common to all Allottee/s / owners of the said Building (Common Roof) and all common installations such as Water Tank and Lift Machine Room etc. shall be situated in the common roof. The Developer/ Confirming Party shall always have the right of further construction on the entirety of the Top Roof and the Allottee/s specifically agrees not to do any act which prevents or hinders such construction with selling right to others. After such construction the roof above such construction shall again have a common roof for common use of all Allottee/s / owners of the said building.
12. In case of necessity of minor repairing or replacing of any electrical parts etc. with respect to the said Flat exclusively, the Allottee/s can undertake the said work at his/her/their own cost without creating disturbance to other co-owner of the Building.

SCHEDULE – 'D' REFFRRED TO ABOVE

(Common Expenses and Liabilities to be incurred by the Allottee/s proportionately)

1. Until and unless such time as the floor comprised in the said unit separately assessed and /or mutated in respect of the Municipal Taxes or impositions, the intending Allottee/s shall from time to time or on and from occupation of the said unit/flat shall bear and pay such proportionate taxes and rates or impositions as may reasonably become payable.
2. The expenses for clearing and lightening the entrance of the building the passage and space around the building, lobbies, corridors, staircases.
3. Cost of repairing and decoration the exterior of the building.
4. All salaries, fees, wages and remuneration of all workmen, staff and experts engaged and hire for the common purpose.
5. Costs of maintaining, operating, replacing and installing implements, including pump motor, pipes etc. for common services.
6. Such expenses as would be necessary for or incidental to the said maintain of the common areas, facilities areas, facilities and amenities.

**SCHEDULE – 'E' REFERRED TO HERE IN ABOVE
(Rights and Obligations)**

The Co-owner, Occupiers, Society or Association shall allow each other the following easement and quasi easement rights, privileges etc.

1. Right to use the common passage in all the common portions, in each and every part of the said building/ the said unit along with connection for, pipes, water, electricity to the extent necessary.
2. Right of protection of each portion of each other.
3. Absolute unfettered and unencumbered right over the common Parts and common portions of the building.
4. The right of access and use in common with other co-owners or occupiers of the said building and the said premises, their servants, agents and invitees at all times and for all normal domestic purposes connected with the use and enjoyment of the said flat and the common parts.
5. The Allottee/s shall be entitled to all rights privileges vertical and lateral supports, easement, quasi-easement, appurtenances whatsoever belonging to or in any way appurtenant to the said flat and the properties appurtenant there to usually held used kept or enjoyed or reputed or known as part and parcel of the said undivided proportionate share and/or the said unit and appurtenant there to.
6. To pay the cost, the salaries of manager, Caretaker, Clerks, bill Collectors, Security Guard, Sweepers, and Electricians etc. in proportionate share with other owners.
7. The user right of the roof of the said building including the purpose of repairing any of the common parts, common portions or any appurtenances to any unit and / of anything comprised in any unit--in all such cases giving previous notices to the Co-owners affected there by.

SPECIFICATION

The following facilities to be provided by the vendors /partners/ Confirming party before the registration or hand over the said flat.

1	Foundation	R.C.C Foundation and Framed Structure.
2	Brick Works	10 inch, 5 inch, 3 inch with plaster finish.
3	Flooring	Standard Vitrified Tiles in living room, dining room, bed room, Kitchen, Balcony, Veranda and toilets.
4	Kitchen	Black Stone, Granite, Top Platform, and Stainless Steel Sink, Ceramic Tiles up to 3 feet height above platform
5	Toilets	Glazed Tiles up to door height, sanitary and CP fitting of standard quality make.

Kaifan Kaur Singh
Partner

Hijrat K. Singh
Partner

Aloke Singh
Partner

6	Door	Wood Frame, main door polished and all other are good quality flash door.
7	Window	Anodized aluminum windows,
8	External finish	Building of whether proof paint
9	Internal finish	Smooth finish with wall putty, electrical copper wearing in concealed conductors.
10	Light	In each Bed Room Light points 3 including night lamp, Fan Point 1, T.V. Point 1, plug point 1, one AC points in Master bedroom or other room; in Dining Room 1 fan point, 2 light points, 1 plug point, 1 freeze point & 1 calling bail point; in kitchen 3 points; in toilets 2 point each; in balcony/ veranda 2 points each, MCB points 4 & Isolator points 2.
11	Plumbing	Provision for water purifier, Water outlet for kitchen sink, Geyser point 1, tap water point 2, Basin points 2, shower point 1, flush point 4, washing machine point 1. Total number of points - 13.
12	Common Facility	a. Lift of Reputed maker, b. 24 hours water supply.

**SCHEDULE – F REFERRED TO HERE IN ABOVE
(PAYMENT PLAN)**

Schedule of Payment of the Total Price :

Payment Details

**Percentage of
Consideration Amount**

1 On or before execution of this agreement (Booking Amount)	10%
2 Within 15 days of execution of this agreement	10%
3 On completion of piling work of the designated tower	10%
4 On Completion of 1st Floor Casting of the designated tower	10%
5 On Completion of 3rd Floor Casting of the designated tower	10%
6 On Completion of 4th Floor Casting of the designated tower	20%
7 On Brickwork of the designated floor in the designated tower	20%
9 On Completion of flooring of the designated unit in the designated tower	5%
10 Notice for Possession	5%

R S CONSTRUCTION

Kajal Kaur Singh
Partner

R S CONSTRUCTION

Vijayalaxmi
Partner

R S CONSTRUCTION

Aloke Simha
Partner

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands, seals and signature the day, month and year first above written.

Signed Sealed and Delivered by the Owners/Vendors/Confirming Party at Katwa in the Presence of:

Witnesses:

1).....

2).....

Signature of the Vendors /Confirming Party

1) Kajal Kaur Singh

2) Vijayalaxmi

3) Aloke Simha
R S CONSTRUCTION

3).....

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Signature of the intending Allottee/s

1).....

2).....