

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE executed on this day of
Two Thousand Twenty by

-BETWEEN-

(1) **MD. KALIMUDDIN**, son of late **Md. Moinuddin** by faith- **Muslim**, by nationality- Indian, having Mobile no **7797620275** and having Aadhaar

Card No **7462-2567-0974** and having **PAN:APKPK4193F** residing at Railpar,Hazi Nagar near Idd –Gah Wali Msajid, Asansol P.O. & P.S : Asansol & Asansol (North), Pin 713302 District : Paschim Bardhaman.

(2) **EHTERAM AZMI** son of **Md Yaseen** by faith- Muslim, by nationality- Indian, having mobile no **8927758026** and having Aadhaar Card No **2880-3018-2616** and having PAN: **AJGPA1705M** residing at Railpar,Hazi Nagar near Idd –Gah Wali Msajid, Asansol P.O. & P.S : Asansol & Asansol (North), Pin 713302 District : Paschim Bardhaman.

(3) **MD. YASEEN** son of late Hakim Abdul, by faith- Muslim, by nationality- Indian, having mobile no **8927758026** and having Aadhaar Card No **9242-3516-2313** and having PAN: **AJWPM6365R** residing at Railpar,Hazi Nagar near Idd –Gah Wali Msajid, Asansol P.O. & P.S : Asansol & Asansol (North), Pin 713302 District : Paschim Bardhaman hereinafter collectively called as the OWNER/ VENDOR (which terms or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, nominee(s) and/or assigns) of the **FIRST PART** ;

-AND-

RICHMOND ENCLAVE PVT. LTD. a company incorporated under the provisions of the companies Act, 1956 having **mobile no. 9830091031** and having **PAN: AAFCR9735D** having its registered office at **Ergo Tower Unit 1604 16th Floor Block EP & GP Saltlake Sector -5 Kolkata - 700091, P.O. & P.S BIDHANAGAR**, duly represented by its Director **Mr SUSHIL CHAMARIA**, son of **RAM GOPAL CHAMARIA**, by faith- Hindu, by nationality- Indian, having **mobile no 9830091031** and

having **Aadhaar Card No 5255-0470-1277** and having **PAN: ACRPC3968L** of BL-A ,FL-8D,8th Floor , NATURAL CITY , 43 Shyam Nagar Road,Bangur Avenue , Jessore Road , North 24 Paraganas , West Bengal, P.O. & P.S **BIDHANAGAR**, Pin 700055 hereinafter referred to as the **OWNER/ VENDOR** (which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) of the **SECOND PART** ;

-AND-

Mr./Mrs./Ms..... son/daughter/wife of, Mr.....aged about Years, by faith- Hindu, by nationality- Indian, residing at , (having **mobile no.....** and having **Aadhaar Card No.....** and having **PAN:.....**), hereinafter called the **“ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees) of the **THIRD PART** ;

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

INTERPRETATIONS/ DEFINITIONS:-

For the purpose of this agreement for sale, unless the context otherwise requires,-

- a) **“Act”** Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).

- b) **“Rules”** Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) **“Regulation”** means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.
- d) **“Section” means** a section of the Act.

WHEREAS :

- A. By virtue of Deed of Conveyance dated 3rd November, 2016 registered at the office of the ADSR, Asansol and recorded in Book No. I. Volume No.0205-2016, page: 165494- 165508 being No.020508574 for the year 2016, MD. KALIMUDDIN became absolute Owner **All That** piece and parcel of Kanali land measuring about **10 Cottahs** more or less (equivalent to 7200 sq.ft.) comprised in R.S. Plot No. 518 under R.S, Khatian No.464 corresponding to LR. Plot No. 628 under L.R. Khatian No.856, J.L.No.17, lying and situate at Mouza- Palasdiha, ADSR Asansol, P.S. Asansol, District- Burdwan;
- B. By virtue of Deed of Conveyance dated 18th March, 2016 registered at the office of the ADSR, Asansol and recorded in Book No. I, Volume No.0205-2016, pages: 47651- 47670 being No.020502278 for the year 2016, MD. KALIMUDDIN became absolute Owner **All That** piece and parcel of Baid land measuring about **4 Cottah 5 chittack 42 sq.ft.** more or less comprised in R.S. Plot No.513 under R.S. Khatian No.464 corresponding to L.R. Plot No, 627

under L.R. Khatian No.856, J.L. No. 17, lying and situate at Mouza-
Paiasdiha, ADSR Asansol, P.S. Asansol. District- Burdwan;

- C. By virtue of Deed of Gift dated 3rd November, 2016 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2016, pages: 165509-165524, being No.020508575 for the year 2016, [EHTERAM AZMI](#) became absolute Owner **All That** piece and parcel of Baid land measuring about **630 sq.ft.** more or less comprised in R.S. Plot No.513 under R.S. Khatian No.464 corresponding to [L.R. Plot No.627 under L.R. Khatian No.980](#), And **All That** piece and parcel of Kanali land measuring about **5450 sq.ft.** more or less comprised in R.S, Plot No.518 under R.S. Khatian No.464 corresponding to [L.R. Plot No.628 under L.R. Khatian No.980](#), totaling to **6080 sq.ft.** (equivalent to 8.44 cottah) J.L. No.17, lying and situate at Mouza- Palasdiha, ADSR Asansol, P.S. Asansol, District-Burdwan;
- D. By virtue of Deed of Conveyance dated 18th March, 2016 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2016, pages: 47512-47531 being No.020502271 for the year 2016, [MD. YASEEN](#) became absolute Owner **All That** piece and parcel of Baid land measuring about **6 Cottah** more or less comprised in R.S. Plot No.513 under R.S. Khatian No.464 corresponding to [L.R. Plot No.627 under L.R. Khatian No.861](#), J.L. No.17, lying and situate at Mouza- Palasdiha. ADSR Asansol P S Asansol, District- Burdwan;
- E. By a [Development Agreement](#) dated 3rd day of July, 2020 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2020, pages: 72695 to 72728 being No.3174 for the year 2020 made between (1) [MD. KALIMUDDIN](#), (2)

EHTERAM AZMI and (3) MD. YASEEN, therein collectively called as the Owners and **RICHMOND ENCLAVE PRIVATE LIMITED**, therein called as the Developer for the purpose of development of land **All That** piece and parcel of Kanali land measuring about **10 Cottahs** more or less (equivalent to 7200 sq.ft.) comprised in R.S. Plot No. 518 under R.S, Khatian No.464 corresponding to L.R. Plot No. 628 under L.R. Khatian No.856, J.L.No.17, lying and situate at Mouza- Palasdiha, ADSR Asansol, P.S. Asansol, District- Burdwan ;

And

All That piece and parcel of Baid land measuring about **4 Cottah 5 chittack 42 sq.ft.** more or less comprised in R.S. Plot No.513 under R.S. Khatian No.464 corresponding to L.R. Plot No, 627 under L.R. Khatian No.856, J.L. No. 17, lying and situate at Mouza- Paiasdiha, ADSR Asansol, P.S. Asansol. District- Burdwan ;

And

All That piece and parcel of Baid land measuring about **630 sq.ft.** more or less comprised in R.S. Plot No.513 under R.S. Khatian No.464 corresponding to **L.R. Plot No.627 under L.R. Khatian No.980**, lying and situate at Mouza- Palasdiha, ADSR Asansol, P.S. Asansol, District-Burdwan ;

And

All That piece and parcel of Kanali land measuring about **5450 sq.ft.** more or less comprised in R.S, Plot No.518 under R.S. Khatian No.464 corresponding to **L.R. Plot No.628 under L.R. Khatian No.980**, J.L. No.17, lying and situate at Mouza- Palasdiha, ADSR Asansol, P.S. Asansol, District-Burdwan ;

And

All That piece and parcel of Baid land measuring about **6 Cottah** more or less comprised in R.S. Plot No.513 under R.S. Khatian No.464 corresponding to **L.R. Plot No.627 under L.R. Khatian**

No.861, J.L. No.17, lying and situate at Mouza- Palasdiha. ADSR Asansol P S Asansol, District- Burdwan **totaling to 28 cottah 13 chittacks 2 sq.ft.** more or less, **hereinafter collectively called as the said land** ;

- F. By a **Power-of-Attorney** dated 3rd day of July, 2020 registered at the office of the ADSR Asansol and recorded in Book No.I, Volume No.0205-2020 pages: 74373- 74405 being No.020503270 for the year 2020 (1) MD. KALIMUDDIN, (2) EHTERAM AZMI and (3) MD. YASEEN, appointed their Constituted Attorney namely **RICHMOND ENCLAVE PRIVATE LIMITED**, duly represented their one of its directors **Mr. Sushil Chamaria** son of Shri Ram Gopal Chamaria for the purpose of development of the **said land** ;
- G. The **said land** is earmarked for the purpose of plot development of **Residential/Commercial Space** project **by an Agreement for Development** dated 3rd day of July, 2020 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2020, pages: 72695-72728 being No.3174 for the year 2020 and the said project shall be known as **“ANANDADHARA ROYAL 7“** ("Project").
- H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- I. The **ASANSOL MUNICIPAL CORPORATION** has granted the commencement permission to develop the Project vide its approval dated sanction Building Plan No RS PLOT NOS - 513,518 L.R. PLOT NOS - 627,628, UNDER L.R. K.H. NOS :

973,980,861,856 dated 02.07.2018 sanctioned by the Asansol Municipal Corporation as stated in the **Schedule-C**;

- J. The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from **Asansol Municipal Corporation**. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- K. The Promoter has registered the project under the provisions of the Act with the [West Bengal Housing Industry Regulatory Authority](#) at _____ on _____ under registration no. _____ .
- L. The Allottee had applied for an **Residential Unit/ Commercial Space** in the Project vide application no. Dated and has been allotted **Residential Unit/ Commercial Space** having carpet area of **square feet**, type, on Floor in the building **to be constructed on All That** piece and parcel of Kanali land measuring about **10 Cottahs** more or less (equivalent to 7200 sq.ft.) comprised in R.S. Plot No. 518 under R.S, Khatian No.464 corresponding to LR. Plot No. 628 under L.R. Khatian No.856, J.L.No.17, lying and situate at Mouza- Palasdiha, ADSR Asansol, P.S. Asansol, District- Burdwan ;

And

All That piece and parcel of Baid land measuring about **4 Cottah 5 chittack 42 sq.ft.** more or less comprised in R.S. Plot No.513 under R.S. Khatian No.464 corresponding to L.R. Plot No, 627

under L.R. Khatian No.856, J.L. No. 17, lying and situate at Mouza-
Paiasdiha, ADSR Asansol, P.S. Asansol. District- Burdwan ;

And

All That piece and parcel of Baid land measuring about **630 sq.ft.**
more or less comprised in R.S. Plot No.513 under R.S. Khatian
No.464 corresponding to **L.R. Plot No.627 under L.R. Khatian
No.980**, lying and situate at Mouza- Palasdiha, ADSR Asansol, P.S.
Asansol, District-Burdwan ;

And

All That piece and parcel of Kanali land measuring about **5450
sq.ft.** more or less comprised in R.S, Plot No.518 under R.S.
Khatian No.464 corresponding to **L.R. Plot No.628 under L.R.
Khatian No.980**, J.L. No.17, lying and situate at Mouza- Palasdiha,
ADSR Asansol, P.S. Asansol, District-Burdwan ;

And

All That piece and parcel of Baid land measuring about **6 Cottah**
more or less comprised in R.S. Plot No.513 under R.S. Khatian
No.464 corresponding to **L.R. Plot No.627 under L.R. Khatian
No.861**, J.L. No.17, lying and situate at Mouza- Palasdiha. ADSR
Asansol P S Asansol, District- Burdwan **totaling to 28 cottah 13
chittacks 2 sq.ft.** more or less **togetherwith** brick built structure
standing thereon, hereinafter referred to as the **said premises,**
("Building") alongwith **garage/covered parking no.....**
admeasuring sq. ft. in the, as
permissible under the applicable law and of pro rata share in the
common areas ("Common Area") as defied under **clause (m) of
section 2** of the Act (hereinafter referred to as the an **Residential
Unit/ Commercial Space**, as morefully and particularly described
in **SCHEDULE-A** and the Floor Plan or the **Residential Unit/
Commercial Space** is annexed hereto and marked as **SCHEDULE-
B**);

- M. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- N. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications etc. applicable to the Project.
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the **Residential Unit/ Commercial Space** as specified in **Para H**.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:-

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, an **Residential Unit/ Commercial Space** as specified in **Para 'H'**
- 1.2 The Total Price for the **Residential Unit/ Commercial Space** based on the carpet area is Rs...../- (in words Rupees..... only) ("**Total Price**") (Give break-up and description):-

Building No..... Residential Unit/ Commercial Space No. Type..... Floor.....	Rate of Residential Unit/ Commercial Space per square feet*
Total Price (in Rupees)	-----

- * Provide break-up of the amounts such as cost of an **Residential Unit/ Commercial Space**, proportionate cost of common areas, preferential location charges, taxes, maintenance charges, as per Para II etc., if/ as applicable.

Particulars	Amount + GST (Saleable Area (Sq.ft))
GENERATOR CHARGES	
MAINTENANCE CHARGES	
ELECTRICITY CHARGES	
LEGAL CHARGES	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the **Residential Unit/ Commercial Space**.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of

the **Residential Unit/ Commercial Space** to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) 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 schedule 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(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) 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 **Residential Unit/ Commercial Space** includes recovery of price of land, construction of, not only the **Residential Unit/ Commercial Space** but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the **Residential Unit/ Commercial Space**, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges

as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the **Residential Unit/ Commercial Space** and the Project.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) 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(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), 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.

- 1.4 The allottee(s) shall make the payment as per the payment plan set out in **Schedule D** ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 6% 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(s) by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'E'** and **Schedule 'F'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the **Residential Unit/ Commercial Space**, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

- 1.7 **(Applicable in case of Residential Unit/ Commercial Space)** The Promoter shall confirm to the final carpet area that has been allotted **to** the Allottee after construction of the building is complete and the occupancy certificate granted by the competent authority, by furnishing details of the charges, 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 reduction in the carpet area **then** the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the **Residential Unit/ Commercial Space**, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule D**. All

these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to **Para 9.3** the Promoter agreed and acknowledges, the Allottee shall have the right to the **Residential Unit/ Commercial Space** as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the **Residential Unit/ Commercial Space**;
- (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the **Residential Unit/ Commercial Space** includes recovery of price of land, construction of, [not only the **Residential Unit/ Commercial Space** but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the **Residential Unit/ Commercial Space**, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and

includes cost for providing all other facilities, amenities and specification to be provided within the **Residential Unit/ Commercial Space**;

- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his **Residential Unit/ Commercial Space**, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the **Residential Unit/ Commercial Space** along with ----- garage/ covered parking 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 shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept 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 Allottee(s) of the Project.

1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the **Residential Unit/ Commercial Space** to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (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/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the

Residential Unit/ Commercial Space to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.11 The Allottee has paid a **sum** of **Rs.** ----- (Rupees----- only) as booking amount being part payment towards the Total Price of the [**Residential Unit/ Commercial Space**] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [**Residential Unit/ Commercial Space**] as prescribed in the payment plan at [**Schedule D**] as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, 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 favor of **RICHMOND ENCLAVE PRIVATE LIMITED** payable at **KOLKATA / ASANSOL**.

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 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 Regulation 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 may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility with regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said **Residential Unit/ Commercial Space** apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorized 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 [**Residential Unit/ Commercial Space**], if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE :

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 and towards handing over possession **Residential Unit/ Commercial Space** to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE RESIDENTIAL UNIT/ OFFICE SPACE/ COMMERCIAL SPACE:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the **Residential Unit/ Commercial Space** and accepted the floor plan, payment plan and the specification, amenities and facilities 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, amenities and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the **Asansol Municipal Corporation** 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 this Agreement.

7. POSSESSION OF THE RESIDENTIAL UNIT/ COMMERCIAL SPACE:

- 7.1 **Schedule for possession of the said [Residential Unit/ Commercial Space]** – The Promoter agrees and understands that timely delivery of possession of the [Residential Unit/ Commercial Space] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the [Residential Unit/ Commercial Space] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 30.08.2024 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake, arising of any disease as epidemic or pandemic or any other calamity caused by nature effecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of 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 [Residential Unit/ Commercial Space].

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) 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(s) the entire amount received by the Promoter from the Allotment within 45 days from

that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [**Residential Unit/ Commercial Space**], to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the **Residential Unit/ Commercial Space**, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of [Residential Unit/ Commercial Space**]-** Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the [**Residential Unit/ Commercial Space**] 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 [**Residential Unit/ Commercial Space**] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

- 7.4 **Possession by the Allottee-** After obtaining the occupancy certificate* and handing over physical possession of the [**Residential Unit/ Commercial Space**] to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

[Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

- 7.5 **Cancellation by Allottee-** the Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five 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 the interest and compensation under this provision 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 said [**Residential Unit/ Commercial Space**] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [**Residential Unit/ Commercial Space**], with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the [**Residential Unit/ Commercial Space**], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Promoter hereby represents and warrants to the Allottee(s) as follows:-

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and 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 **is** no encumbrances upon the **said Land** or the Project;
(In case there are any encumbrances 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 or Authority with respect to the said Land, Project or the [**Residential Unit/ Commercial Space**];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [**Residential Unit/ Commercial Space**] 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 [**Residential Unit/ Commercial Space**] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) 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 [**Residential Unit/ Commercial Space**] which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [**Residential Unit/ Commercial Space**] to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [**Residential Unit/ Commercial Space**] to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the **Residential Unit/ Commercial Space** along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-

- (i) The Promoter fails to provide ready to move in possession of the [**Residential Unit/ Commercial Space**] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the **Residential Unit/ Commercial Space** shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the **Residential Unit/ Commercial Space**, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [**Residential Unit/ Commercial Space**], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

- 9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:
- (i) In case the Allottee(s) fails to make payments for **2** consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
 - (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the

allotment of the [**Residential Unit/ Commercial Space**] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID RESIDENTIAL UNIT/ COMMERCIAL SPACE:

The Promoter, on receipt of Total Price of the [**Residential Unit/ Commercial Space**] as per **Para 1.2** under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the [**Residential Unit/ Commercial Space**] together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

[Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. MAINTENANCE OF THE SAID RESIDENTIAL UNIT/ COMMERCIAL SPACE:

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the [**Residential Unit/ Commercial Space**].

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 this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE **RESIDENTIAL UNIT/ COMMERCIAL SPACE FOR REPAIRS:**

The Promoter/ maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the [**Residential Unit/ Commercial Space**] 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.

14. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the (Project name), 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(s) 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 used by the Association of allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE RESIDENTIAL UNIT/ OFFICE SPACE/ COMMERCIAL SPACE:

- 15.1 Subject to **Para 12** above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [**Residential Unit/ Commercial Space**] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building [**Residential Unit/ Commercial Space**], or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said **Residential Unit/ Commercial Space**, and keep the said **Residential Unit/ Commercial Space**, its walls and partitions, sewers, drains, pipes 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.

15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the [**Residential Unit/ Commercial Space**] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the [**Residential Unit/ Commercial Space**].

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a [**Residential Unit/ Commercial Space**] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said [**Residential Unit/ Commercial Space**] 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 for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such [**Residential Unit/ Commercial Space**].

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

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 Acr (HIRA)** The promoter showing compliance of various laws/ regulations as applicable in **West Bengal**

20. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar **District Sub-Registrar of Asansol Add - SB Gorai Road, Chelidanga, Asansol WB - 713301 (address of 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(s) 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(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. 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 **Residential Unit/ Commercial Space**, as the case may be.

22. RIGHT TO AMEND :

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE 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 said [**Residential Unit/ Commercial Space**] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the [**Residential Unit/ Commercial Space**], in case of a transfer, as the said obligations go along with the **Residential Unit/ Commercial Space** for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan [Annexure C] including waving 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.

24.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the carpet area of the [**Residential Unit/ Commercial Space**] bears to the total carpet area of all the [**Residential Unit/ Commercial Space**] in the Project.

27. 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed 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 -----** 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 Sub-Registrar at Asansol (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Asansol.

29. NOTICES:

That all the 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:-

RICHMOND ENCLAVE PVT.LTD.	Allottee(s) name
Address: Ergo Tower Unit 1604 16th Floor Block EP & GP Saltlake Sector -5 Kolkata -700091	Address.....

It shall be the duty of the Allottee and promoter to inform each other of any changes 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.

30. JOINT ALLOTTEE:

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 Allottee(s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and

registration of this agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act the rules or the regulations made thereunder.

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 Act and the Rules and Regulations made thereunder including other applicable 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

(Please insert any other terms and conditions as per contractual understanding between the Parties. However, please ensure that such 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 thereunder.)

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:
OWNER/VENDOR:**

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
PROMOTER /DEVELOPER :**

Signature _____

Name _____

Address _____

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
ALLOTTEE: (including joint buyers)**

1) Signature _____

Name _____

Address _____

2) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1) Signature _____

Name _____

Address _____

2) Signature _____

Name _____

Address _____

**THE SCHEDULE -A ABOVE REFERRED TO:
(SAID PROPERTY)**

ALL THAT land measuring about **28 cottah 13 chittack 2 sq.ft.** more or less lying and situate at and premises **District Sub-Registrar of Asansol Add - SB Gorai Road, Chelidanga, Asansol WB - 713301**, together with brick built structure standing thereon, as shown in the MAP or PLAN annexed hereto and bordered with RED COLOUR thereon and butted and bounded as follows:-

ON THE NORTH: Land of Md. Azad and others.

ON THE SOUTH: Land of Dr. Vinod Kumar and Dr. Shashikala.

ON THE EAST: 10'-0" Wide Road.

ON THE WEST: 50'-0" Wide Road.

THE SCHEDULE- B ABOVE REFERRED TO:

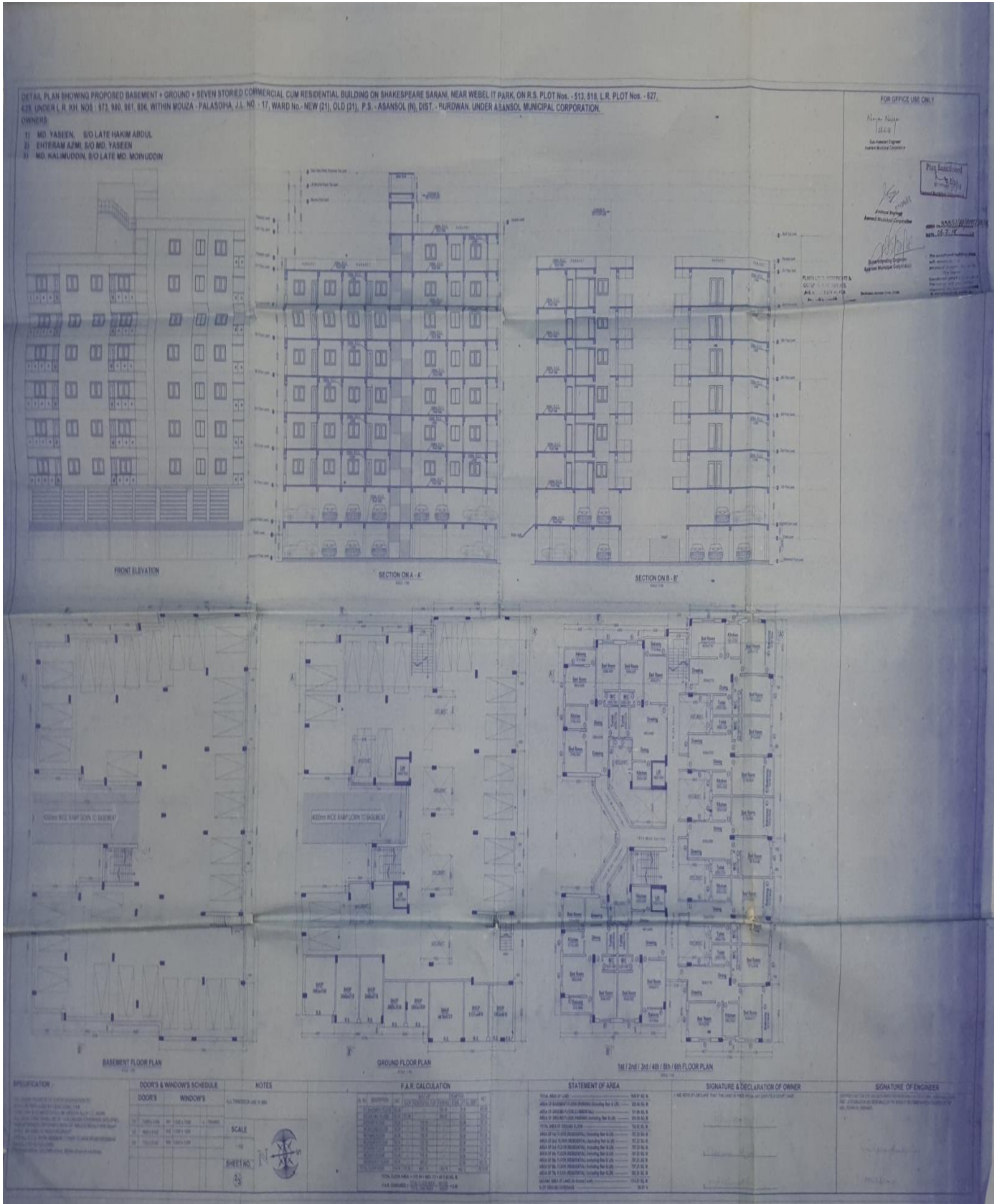
**(DESCRIPTION OF THE RESIDENTIAL SPACE/ COMMERCIAL SPACE
& GARAGE/COVERED PARKING)**

ALL THAT Residential Unit/ Commercial Space No..... lying on the**floor** of the said BUILDING namely "**-----**", measuring **chargeable** area**sq.ft.** **and****sq.ft.** **carpet area and****sq.ft.** **built up area** TOGETHERWITH ----- **car parking** space and the proportionate share in the land comprised in the **said premises** attributable thereto TOGETHERWITH the proportionate share in all common parts portions areas and facilities.

(DESCRIPTION OF GARAGE/COVERED PARKING

ALL THAT one **two wheeler parking space** measuring **about.....sq.ft.** more or less and **four wheeler/car parking space** measuring about.....**sq.ft. more or less** lying and situate at the ground floor of the **building No.**_____ comprised in the said **HOUSING PROJECT** having an area of _____ **sq. ft.** more or less **togetherwith** the proportionate share in all common parts portions areas and facilities and **togetherwith** the undivided proportionate share in the land comprised in the said premises lying and situate at Mouza: Kodalia, J.L. No.35 P.S. Sonarpur, ADSR Sonarpur, District: 24-Parganas (South). within the limits of Ward No.....of Rajpur-Sonarpur Municipality.

SCHEDULE-'C'
(FLOOR PLAN OF THE RESIDENTIAL UNIT/ OFFICE SPACE/
COMMERCIAL SPACE)



SCHEDULE- 'D'
(PAYMENT PLAN)

PAYMENT SCHEDULE	
PARTICULARS	SLAB
On Booking / Application	Rs. 50000/-plus GST as applicable
On Allotment / Agreement	20% of the Total value plus GST Less 50000
On Foundation	20% Plus GST as applicable
On or before 1st Slab casting	20% Plus GST as applicable
On or before 3rd Slab casting	10% Plus GST as applicable
On or before Brick Work	10% Plus GST as applicable
On Flooring	10% Plus GST as applicable
On Handover/Possession	10% Plus GST as applicable
TOTAL	100%

Rupees	Lakhs	Thousands	Hundreds	Tens	Units
For FLAT					
For two wheeler/car parking					
Generator charges					
Maintenance Charges					
Legal Charges					
Electricity Charges					
Total Amount :					

The aforesaid total sum of Rs...../- (Rupees -----
-----) only shall be paid in the manner hereinafter appearing.

DATE	AMOUNT

SCHEDULE- 'E'
(SEPECIFICATIONS, COMMON PARTS AND PORTIONS
OF THE RESIDENTIAL UNIT/ OFFICE SPACE/ COMMERCIAL SPACE)

SECTION-A**1. AREAS :**

- i). Entrance and exit to the premises and the new building.
- ii). Durwans room, if any.
- iii). Boundary walls and main gate of the premises.
- iv). Staircases and lobbies on the floors including Ground floor.
- v). Entrance lobby, driveway except car parking space, electricity/utility/Generator/Pump/Motor/Office/Store room(s) to be used by the service Company and/or its agents if any.
- vi). Lift, Lift wall/well, landings, chute, lift machinery rooms, staircases etc.
- vii). Fire Fighting system installation.
- viii). Overhead tank/ under ground Reservoir/ Deep tube well.

2. WATER, PLUMBING AND DRAINAGE:

- i) Drainage and sewage lines and other installation for the same (accept only those as are installed within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).
- ii) Water supply systems.
- iii) All common plumbing installations for carriage of water (save only those as are within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).

3. ELECTRICAL INSTALLATION:

- i) Transformer, Switchgear, Air Circuit Breaker, Electrical wiring, WBSEB/CESC meters, Sub-meters and other fittings (excluding only those as are installed within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).
- ii) Lighting of the common portions.
- iii) Lifts with all accessories.
- iv) Generator, its installation and allied accessories.

5. OTHERS :

Such other common parts, areas equipments, installations, fittings, fixtures and spaces any other facility and/or amenity to be used in common in or about the premises and the buildings as are necessary for passage to and/or user of the FLAT/ UNITs in common by the co-Owners excepting those which have been exclusively allotted to a FLAT/ UNIT Owner.

SECTION-B

(Those for which proportionate costs have been paid by the Buyer(s)

–

1. All cost towards internal electrifications such as installation of intermediate transformers, wiring, cabling and other installations connecting to individual buildings and as also towards common facilities like internal street/ passage lights, water pumps, fire and other emergency services. The **electrical** load capacity set to individual FLAT/ UNITs shall not exceed **5KW** in case of a three bed roomed and shall not exceed **4KW** in case of a two bed roomed FLAT/ UNIT and shall not exceed **2KW** in case of **one** bed roomed FLAT/ UNIT. The above costs however does not include the expenses/ deposits payable to WBSEB/ towards H.T. Line and its infrastructure for bringing power/ service line.
2. Generators for providing power backups to all the common parts and portions as mentioned in this SCHEDULE including the back up to each residential FLAT/ UNIT not exceeding 500 W in case of three bed roomed FLAT/ UNIT and 400W in case of a two bed roomed FLAT/ UNIT and 300W in case of a one bed roomed FLAT/ UNIT
3. **Generator, Lift, common light, pump, fan, tube light, not for Air Condition, Fridge, Geyser.**
4. Fixture, Fittings, equipments, gadget interior decorations, furnishing etc. in the Games/Common Room, Community hall, swimming pool.

SCHEDULE- 'F'

SEPECIFICATIONS, AMENITIES, FACILITIES (OF THE PROJECT)

Foundation	:	
Structure	:	RCC Frame Structure.
Exterior	:	To be finished with suitable paint.
Interior walls	:	Brick walls with Putty finish
Flooring	:	Vetrified tiles.
Ground floor lobby	:	Composition of stone and ceramic tiles.
Typical floor lobby	:	Elegant lobby with kota stone and ceramic tiles.

Staircase	: Spacious staircase with combination of Marble and Ceramic Tiles.
Kitchen	: Heavy duty semi glazed ceramic tiles on floors. Glazed ceramic tiles up to 2 ft. above dado, Marble on cooking platform with stainless steel sink.
Toilet	: Semi glazed ceramic tiles on floor and Glazed ceramic tiles up to 7 ft. height on wall.
Windows	: Anodized Aluminium windows.
Doors	: Flush door at main entrance with night latch, Flush door in bedrooms, bathroom and kitchen, Treated and seasoned hardwood frame.
Hardware	: Hardware fittings of reputed make.
Electricals	: Concealed insulated copper wiring with ISI marked switches. A.C. points in master bedroom, Geyser point in on bathroom, TV points in living/dining and master bed room. Telephone/Intercom/ in living/dining
Water supply	: 24-hours uninterrupted drinking water supply from deep tube well.
Plumbing	: SWR (PVC) pipe for sewer, PVC pipes for drainage and rainwater, CPVC/PVC pipes for water supply and distribution.
Sanitary Fittings and Fixtures :	Ceramic Basins and water closet of reputed (conformed to ISI) brand, C.P. fittings of reputed make.

DATED THIS DAY OF 2020

-BETWEEN-

OWNER/VENDOR

-AND-

PROMOTER /DEVELOPER

-AND-

ALLOTTEE

AGREEMENT FOR SALE

