

ANNEURE - A

[See rule 9]

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this (Date)
day of March, 2021,

BY AND BETWEEN

SUHASINI CONSTRUCTIONS (PAN NO. ADEFS1917R) a Partnership Firm having its office at Rabindranagar, P.O., P.S.(Kotwali) and A.D.S.R.O.- Midnapore, Dist.- Paschim Medinipur and represented by its Partners namely (1) **SRI ANANDA GOPAL MAITY**, Son of Late Anil Kumar Maity, by religion – Hindu, by profession – Business, Citizenship – Indian, resident of Rabindranagar, P.O., P.S. (Kotwali) and A.D.S.R.O.- Midnapore, Dist.- Paschim Medinipur, (PAN NO.- **AKEPM1954H**), Aadhar no.- **2512-2595-2786** and **SWETA PAL (MAITY)** Wife of Sri Ananda Gopal Maity, by religion – Hindu, by profession – Business, Citizenship – Indian, resident of Rabindranagar, P.O., P.S.(Kotwali) and A.D.S.R.O.- Midnapore, Dist.- Paschim Medinipur, (PAN NO.-**AKEPM1953A**), Aadhar no.- **7625-3716-8052**, hereinafter referred to as the **“Promoter”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns)

AND

AND**[If the Allottee is a company]**

....., (CIN No. -) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act,2013], having its registered office at, (PAN.....), represented by its authorized signatory, (Aadhar 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, and permitted assigns).

OR**[If the Allottee is a Partnership Firm]**

....., a partnership firm registered under the Indian Partnership Act,1932 having its principal place of business at, (PAN), represented by its authorized partner, (Aadhar No.) duly authorized vide hereinafter referred to as the **“Allottee”** (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

OR**[If the Allottee is an Individual]**

Mr. /Ms. (Aadhar No.) son/daughter of , aged about residing at (PAN) hereinafter called **“Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successor-in-

interest and permitted assigns).

OR

[If the Allottee is a HUF]

Mr. , (Aadhar No.) son of aged about for self and as the karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at (PAN.....), hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

The promoter and Allottee shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**

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) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) **"Section"** means a section of the Act.

WHEREAS:

(1) **SRI SAKTIMAN DAS** , PAN NO.-**ADJPD6737F**, Son of Late Durga Charan Das, by Religion - Hindu, by profession - Retired Person, Citizen of India and (2) **SRI BHABANI DAS** , PAN NO.-**AWLPD7348H**, Son of Late Durga Charan Das, by Religion - Hindu,

by profession - Business, Citizen of India. Both residing at - Burdgetown, P.O.- Midnapore, P.S. - Kotwali, Dist- Paschim Medinipur, Pin - 721101 are the owners of the property mentioned in the Schedule "A" herein.

AND WHEREAS the property described in the 'A' schedule below previously belonged to Sudhindra Kumar Sanyal of 62 Majid Bari Street, Police Station - Bartola, Kolkata, While said Sudhindra Kumar Sanyal had been performing right, title, interest and possession in respect of the said property he gifted the said property to his son Rajat Kumar Sanyal @ Rajat Sanyal by a registered Deed of Gift being no.- 4006 on 01.06.1970, book no-I, Volume no-66, Pages - 75-77 for the year 1970 which was registered in the Cossipore, Dum Dum Sub-Registry office in the District of 24 Parganas.

AND WHEREAS after obtaining the said property while said Rajat Kumar Sanyal @ Rajat Sanyal had been performing right, title, interest and possession in respect of the said property without any interruption by anybody, he transferred the same to Durga Charan Malakar son of Late Girish Chandra Malakar by a registered Deed of Sale being no.- 5056 of the year 1970 registered in the office of Midnapore Sadar Joint Subregistry.

AND WHEREAS may be mentioned herewith that the surname of Durga Charan as well as his father viz, Girish Chandra was Das Malakar. On 05.01.1987 by swearing an Affidavit before the Judicial Magistrate, 1st Class Midnapore, Durga Charan and his family members will be Das and since then Durga Charan Malakar known as Durga Charan Das by the strength of Affidavit no.- 85, dated - 05.01.1987 sworn before the Judicial Magistrate, 1st class, Midnapore.

AND WHEREAS the name of Durga Charan Malakar has been mutated in the office of the Block Land & Land Reforms Office in L.R. Khatian no.- 366 measuring an area 0.1650 acre.

AND WHEREAS his name has been mutated as Durga Charan Das in the office of the Midnapore Municipality within Ward no.- 6(new), 22 (Old) in holding no.- 235 (New), 0011 (Old).

AND WHEREAS in the purchase deed being no.- 5056 , dated - 25.07.1970 purchased by Durga Charan Malakar from Rajat Kumar Sanyal @ Rajat Sanyal, area of the property has been noted 6240 square feet or 0.1434 acre. But in the physical measurement the said land is measuring 0.1650 acre. Durga Charan Malakar always possessed 0.1650 acre as per physical possession and as per physical measurement.

AND WHEREAS for such reason at the time of preparation of L.R.R.O.R. the measurement of the land of Durga Charan Malakar has been noted and recorded 0.1650 acre.

AND WHEREAS while said Durga Charan Malakar (Durga Charan Das) has been performing right, title, interest and possession in respect of the said property and had been paying Government rent and Municipal tax in his name, he died on 14.12.1990 leaving behind his surviving wife viz, Pratima Rani Das, two sons viz Saktiman Das and Bhabani Das and three daughters viz, Jogmaya Das (Bera), Dipasree Das & Mandira Das as his legal heirs and legal representatives according to Hindu Succession Act. After the demise of Durga Charan Das his daughter viz, Mandira Das died on 12.04.1994 un-married condition and his wife viz, Pratima Rani Das died on 13.05.2010.

AND WHEREAS after the demise of Durga Charan Das his aforesaid property which is mention in the schedule below had been inherited by his

wife viz, Pratima Rani Das (Since deceased), two sons, Saktiman Das, Bhabani Das and three daughters viz, Jogmaya Das (Bera), Dipasree Das and Mandira Das (since deceased) and had been performing right, title, interest and possession undivided 1/5th share each.

AND WHEREAS after the demise of Mandira Das and Pratima Rani Das now the property described in the schedule below have been performing right, title, interest and possession by the viz, Saktiman Das, Bhabani Das, Jogmaya Das (Bera) and Dipasree Das in 1/4th undivided share equally.

AND WHEREAS while Saktiman Das, Bhabani Das Jogmaya Das (Bera) & Dipasree Das has been performing right, title, interest and possession and had been paying Government rent and Municipal tax jointly and ejmali, Jogmaya Das (Bera) transferred her undivided 1/4th share in favour of Bhabani Das by a registered Deed of Gift being no .- 918/2019 dated - 29.11.2019.

AND WHEREAS subsequently Dipasree Das transferred her undivided 1/4th share in favour of Bhabani Das by a registered Deed of Gift being no.- 4940/2019 dated - 02.12.2019.

AND WHEREAS at present Saktiman Das & Bhabani Das they are being the absolute lawful owners of the property fully described in the schedule below. Bhabani Das is the lawful owner of 3/4th undivided share and Saktiman Das is the lawful owner of 1/4th undivided share.

AND WHEREAS the said owners are now in peaceful possession of the said property described in the 'A' schedule below and have been performing right, title, interest and possession jointly and ejmali.

B. The said Land is earmarked for the purpose of building a

Commercial/residential project comprising multistoried apartment building and the said project shall be known as “ **ABHISHEK APARTMENT**”

C. The promoter is fully competent to enter into this Agreement as a Constituted Attorney of Sri Saktiman Das and Sri Bhabani Das(owners herein) obtained vide a Registered Power of Attorney being No.1602, dated 19.01.2020 and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on the which Project is to be constructed, have been completed.

D. The Midnapore Municipality has granted the commencement certificate to develop the project vide approval dated bearing registration no.....;

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from Midnapore Municipality. 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;

F. The Promoter has registered the project under the provision of the Act with the West Bengal Housing Industry Regulatory Authority at on under registration no.

G. The Allottee had applied for an apartment in the project vide application no. dated and has been allotted apartment no. having carpet area of square feet, type , on floor in [tower/block/building] no. (“Building”) along with garage/ covered parking no. admeasuring square feet in the Holding No. 1821, under Sub. Registrar- Midnapore, P.S.- Kotwali, under Ward No.- of Midnapore Municipality, District- Paschim Midnapore, as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as **Schedule B**);

H. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

I. Not Applicable

J. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the project.

K. The parties, relying on the confirmations, representations and assurance of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter,

L.In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified in para G.

NOW THEREFORE, in consideration of the mutual representations, 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 and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G

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

Block/Building/Tower No..... Apartment No..... Type Floor	Rate of Apartment per square feet*
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Total price (in rupees)	

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable

[AND]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees)	

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee 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 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) up to the date of handing over the possession of the apartment 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 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 in writing to the Allottee, the amount payable as stated in (i) above and the Allottee 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 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, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, 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 specifications to be provided within the Apartment and the Project.

- 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.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of 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 alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and 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, plot or building, as the case may be, without the previous written consent of the Allottee 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, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the 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 apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. 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 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 share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over 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 Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, 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 specifications to be provided within the Apartment and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with 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 except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any,

to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs..... (Rupeesonly) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate 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 A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of BankBranch, A/C. IFSC payable at

3. COMPLIANCE OF LAWS RELATING IO 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/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 the 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 may 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 3.1 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 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 the Apartment 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 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 [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 West Bengal Apartment Ownership Act, 1972 and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT:**

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 to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on**time**..... unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment,

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, 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. 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 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 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 two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. 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, 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 the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/ plot, 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 Apartment - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment 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 Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee 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 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 shall be returned by the promoter to the allottee 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 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 Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable,

on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules 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 intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment 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 as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project; ,
- (iii) There are no encumbrances upon the said Land or the

Project:

- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said 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 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 Apartment to the Allottee 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 matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, 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 ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 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 apartment 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 Promoter 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 ease 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. If the Allottee stops making payments the Promoter shall correct the

situation by completing the construction milestones and only thereafter the the Allottee be required to make the next payment without any 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, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

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

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the 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 prescribed in the Rules;

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee 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 APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 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 the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee 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.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of 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 Apartment.

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 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 TO ENTER THE APARTMENT 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 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.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the, 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 and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe

and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

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

The Parties are entering into this Agreement for the allotment of a Apartment 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(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) 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 Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. 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 Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/ regulations as applicable in West Bengal Apartment Ownership Act, 1972.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement

with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the concerned Sub- Registrar/ District 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 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 its 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.

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] 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.

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

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

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

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

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 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 Sub- Registrar at the office of the A.D.S.R. Midnapore/ District Sub. Registrar-I, Paschim Midnapore. Hence this Agreement shall be deemed to have been executed at Paschim Midnapore.

29. 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 Address)
 _____ M/s Promoter name
 _____ (Promoter Address)

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.

30. 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.

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 or 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 disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

[Please insert any other terms and conditions as per the 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 there under]

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

1. Signature
Name
Address.....

Please affix
Photographs
and Sign across
the photograph

2. Signature
Name
Address.....

Please affix
Photographs
and Sign across
the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

1. Signature
Name
Address.....

Please affix
Photographs
and Sign across
the photograph

At on in the presence of:

WITNESS:

1. Signature
Name
Address.....

2. Signature

Name

Address.....

SCHEDULE- "A" ABOVE REFERRED TO

ALL THAT piece and parcel of the land District – Paschim Medinipur, P.S.- Midnapore, within Midnapore Municipality, Ward no.- 6 (old – 22), holding no.- 235, Mouza – Keranitola, J.L. no.- 171, R.S. Khatian no.- 114 L.R. Khatian no.- 1356 & 1357, R.S. Plot no.- 188, L.R. Plot no.- 188, area – 0.1650 acre.

ON THE NORTH : By Dr. M.K.Biswas, Madan Maity & Debabrata Kundu

ON THE SOUTH : By Ranjit Roy, Anjit Roy & Subodh Paul

ON THE EAST : By Anup Kumar Mal

ON THE WEST : By 30 Feet Wide Road

SCHEDULE- "B" ABOVE REFERRED TO

Description of Flat:-

Flat No.- on marked as Flat – ‘..’ at **“ABHISHEK APARTMENT”** Burdgetown, Midnapore. Floor area - Sq.ft., Covered area Sq.ft., Total Covered area Sq.ft.

1. One bed room measuring an area
2. One bed room measuring an area
3. One bed room measuring an area
4. One Dining cum Drawing room measuring an area
5. One Kitchen measuring an area
6. One common toilet cum bath room measuring an area
7. One toilet (attached with bed room) measuring an area
8. One Balcony measuring an area
9. One Balcony measuring an area

SCHEDULE- "C" ABOVE REFERRED TO**PAYMENT SCHEDULE**

1.	On the date of signing of this Agreement for sale	Rs./- (+applicable tax)
2.	On or before completion of Foundation work	Rs./- (+applicable tax)
3.	On/before completion of Ground Floor casting	Rs./- (+applicable tax)
4.	On/before completion of 1 st Floor casting	Rs./- (+applicable tax)
5.	On/before completion of 2 nd Floor casting	Rs./- (+applicable tax)
6.	On/before completion of 3 rd Floor casting	Rs./- (+applicable tax)
7.	On/before completion of 4 th Floor casting	Rs./- (+applicable tax)
8.	On completion of Brick-work	Rs./- (+applicable tax)
9.	On completion of Flooring work	Rs./- (+applicable tax)
10.	On possession or registration (whichever is earlier)	Rs./- (+applicable tax)

		Total- Rs...../-

SCHEDULE- "D" ABOVE REFERRED TO

1. Paths, passages and driveways in the Building Complex earmarked by the Developer as common for all Unit Holders.
2. Lift/elevators, Staircase, lobby and landings with stair cover on the

roof of the new building/s.

3. Water pump with motor and with water distribution pipes save those inside any Unit to the overhead water tank of each building and room if any for installing the water pump and motor.
4. Underground Water Reservoir and Overhead water tanks with distribution pipes there from connecting to different units and from the underground water reservoir to the overhead tanks.
5. Electrical wiring and fittings and other accessories for lighting the staircase lobby and landings and other common areas.
6. Electrical installations including transformer and substation (if any) for receiving electricity to supply and distribute amongst the Unit Holders with electrical room.
7. Water waste and sewerage evacuation pipes from the flats/ units to drains and sewers common to the building.
8. Drain and Sewerage Pipes from the Building Complex to the municipal duct.
9. Boundary walls and Main gate to the premises and building.

SCHEDULE- "E" ABOVE REFERRED TO

1. Foundation & Structures

- a. Building proposed is Basement + G + Ten upper floors.
- b. Best available bricks, sand and stone will be used.
- c. Super Engineering workmanship will be done.
- d. Building will be with R.C. column frame and structure with R.C. beams and roof.

2. Walls

(1) All outer walls will be 8” thick and inner wall will be 5” thick 3” thick.

(2) Inside and out side wall will be cement mortar plastered.

3. Windows

Anodised Aluminum sliding window with Glazed shutter.

4. Doors

Branded Flush Door with wooden (SAL) frame.

5. Flooring

Inner floors of the flat will be fitted with marbles.

5. Kitchen

Top of kitchen table will be granite over black stone, Glazed tiles will be fixed in front of kitchen table from table top to lintel. One steel sink will also be fixed in kitchen.

6. Bathrooms

Marble flooring and wall (Glazed) Tiles will be fitted up to lintel level. One porcelain (Hindware, Parryware, Cera of Equivalent) Anglo Indian commode (white) and one European commode (white) and one shower will be provided.

7. Electricals

Concealed wiring will be done. Switches and board will only be fixed for each flat. Electrical Calling Bell point at entrance of residential flats

8. Special Features

- a. Outside of building will have same exterior emulsion colour. All outside inside faces of grills will be painted with synthetic enamel paint. Inside walls of the flats will be plastic paint over wall putty.
- b. Water to be drawn from Bore well inside the compound and to be raised at overhead tank at the top roof by electric pump. Electric motor pump will be installed and all necessary pipeline (P.V.C. / G.I.) out side and inside of flats will be done. One well with pump will be provided in compound of the building.
- c. Bore well with electric pump and well with electric pump will be common for all flat owners.
- d. One collapsible gate for main entrance door of each flat to be provided.
- e. Two nos. of Lift will be provided for all flat owners.
- f. One Generator only for lift and electric pump in Bore well will be provided.
- g. Common portion will have to be maintained by the flat owners using it in proportion to their ownership (Described in Schedule – C).
- h. Electric connection for common motor pump, lift and other common electric connection will be under the meter of any one owner of a part of the building as decided upon by the other owners. But the installation charge and electric bills for said common meter for common motor pump, lift and other common electric connection will have to be paid by all owners using it.
- i. The inner portion of the flat will be maintained by the owners themselves or him self.
- j. The purchaser will in no way to put any short of obstruction in the construction of the building and in no way claim any

right over any other portion of the building except to that agreed for sale to him and the remaining portion (flat) of the building will be under the absolute possession of the seller which he can sell OFF, rent OFF or put to use residentially.

k. Total area of the Ground floor of the said building will remain under the absolute control of the sellers having sole rights for selling or using as residentially and / or commercially like as ownership flat. Office space, Shop, Doctors chamber, Car Parking or any other legal trade etc. according to their choice or as their will. But normally not disturbing the sanctity of residential premises.

l. One separate portion of the Basement will remain separate for two wheeler garage for all the flat owners of the building. And other separate portion of the Basement of the said complex will remain jointly for the purchaser who will purchase 'CAR PARKING' place for their car parking, which also will be maintained by the purchaser jointly.

m. One separate water connection from common well and one toilet will be provided for the occupants of ground floor. Out of this any occupants may get separate water connection and separate toilet for his own. One separate septic tank at open space will be provided only for toilets of said occupants. But the well, outlet drain will be common with residential part of upper floors. And the occupants of ground floor shall have no right to use any area i.e. basement, upper floor, lift, generator, staircase etc. other than ground floor, open space, path way etc.

n. If any garage portion/portions remains unsold, the seller will have every right for selling using distributing on rental basis as their will. But in that case outsider who will use garage portion will be bound to obey the rules or instruction of the committee formed by the flat owners.

o. Open space of the top floor will be used by all the flat owners.

p. That none of the flat owners including the present purchaser of the flat will have right to making any permanent construction within his purchased flat, purchased car parking

garage (if any) or any where in the flat building including open space in the side of the flat building, no portion of the flat building can be broken or destroyed by the purchasers. However the flat owners including the present purchaser will be at liberty for repairing, maintenance, fixture and fitting within their flat.

q. That the purchaser shall use the purchased flat for residential purpose only and shall not use for otherwise. After registration of Sale Deed and hand over of flat purchaser may sell off, rent off for residential use only.

r. That one purchaser who will purchase flat with car parking facility have no right to use the car parking area in any other way other than car parking.

s. All flat owners will have to repair and keep the building in well maintained position jointly and bearing costs proportionate to the number of flats of the building as well as decided by them jointly.

t. Purchaser shall not injure, harm or damage the common parts of the common portion for any other flats in the said building by making any alterations withdrawing any support or otherwise. The purchaser shall however, have the right to install, Air- conditioner within their own flat but no damage should be done to the load bearing pillars of the building.

u. The purchaser shall not alter any outer portion elevation of the said flat on the said building.

v. The purchaser shall not carry on or cause to be carried or any obnoxious, injurious noise, dangerous, hazardous, illegal or immoral activity in the said flat or any where also in the flat building.

w. The construction of the flat shall be completed within Two year Six month from the date of commencement of work 01.02.2021 unless faced upon by any obstruction being compelled to stop the work in such a case the schedule time will be increased by the period of stop page of work. However

if there is delay for more than One year the purchaser will have option to take advance money with 09% interest per annum.

[The 'Schedules' to this Agreement for sale shall be as agreed to between the parties]

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:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix Photographs and Sign across the

(2) Signature _____

Name _____

Address _____

Please affix Photographs and Sign across the

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

Name _____

Address _____

Please affix
Photograph
s and Sign
across the

At _____ on _____ in the presence of
:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____