

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this.....(Date) day of.....(Month), 20.....

By and Between

AND

SYED FIRDOSH ALAM (PAN.....), son of Syed Abdul Kalam Azad, being the sole proprietor of **M/S. MIR REALTY**, a Proprietary Concern, having his office at Village- Ranihati, P.O.: Pratappur, P.S.: Panskura, District- Purba Medinipur, Pin: 721152, hereinafter referred to as the **DEVELOPER/PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heir/s , legal representatives , executors, administrators successor or successors in interest and assigns)

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, as the case may be], having its registered office at.....

.....(PAN.....), represented by its authorized signatory, (Aadhaar no.....) duly authorized vide board resolution dated....., hereinafter referred to as the **“ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at....., (PAN.....), represented by its authorized Partner..... (Aadhaar no.....) duly authorized vide hereinafter referred to as the **“ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include 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.....(Aadhaar no.....), son/daughter of....., aged about....., residing at.....(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 and permitted assigns).

[OR]

[If the Allottee is an HUF]

Mr.....(Aadhaar 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 the Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

Definition. – 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:

- A) The Owners, namely, (1) SK. RAFIK MOHAMMAD, son of Late Sk. Naziruddin, (2) SK. SAKIL MAHAMMAD, (3) SK. SAJID MAHAMMAD, (4) SK. SABIR MAHAMMAD, (5) SK. BELAL MAHAMMAD, all 2 to 5 are sons of Late Sk. Sairuddin, all by Faith Muslim, by Occupation Business residing at Village- Bahargram, P.O. & P.S.: Panskura, District- Purba Medinipur, Pin: 721152 are the joint owners of All That 58.50 Dcml. of Land, more or less in RS. Dag No. 677, LR Dag No. 527, LR Khatian Nos. 779/3, 949/1, 948/2, 952/1 & 651/1 and in RS. Dag No. 678, LR Dag No. 574, LR Khatian No. 779/3 at Mouza- Bahargram, J.L. No. 76, P.O. and P.S.: Panskura, within the local limits

of Ward No. 08 of Panskura Municipality District- Purba Medinipur, lying under jurisdiction of A.D.S.R., Panskura, Pin: 721152, hereinafter referred to as 'the Said Premises' and morefully described in **SCHEDULE-A** as written hereunder.

The Predecessor-in-interest of the Owner no. 1, namely Sk. Naziruddin and Predecessor-in-interest of the Owner nos. 2, to 5, namely Sk. Sahiruddin, both since deceased had altogether 58.50 Dcml. of Land in RS. Dag No. 677 and 678 having LR Dag Nos. 527 and 574 respectively under Khatian Nos. 779/3, 949/1, 948/2, 952/1, and 651/1 at Mouza- Bahargram, J.L. No. 76, P.O. and P.S.: Panskura, within the local limits of Ward No. 08 of Panskura Municipality District- Purba Medinipur, lying under jurisdiction of A.D.S.R. Panskura, Pin: 72115;

Out of the said 58.50 Dcml. of land said Sk. Naziruddin, since deceased had 35.50 Dcml. of land classified as "Agricultural Land" to the tune of 32 Dcml. area and "Bastu Land" to the tune of 3.50 Dcml. of area. Said 32 Dcml. of agricultural land was and is lying and situated RS. Dag No. 677, LR Dag Nos. 527, under Khatian Nos. 779/3 and said 3.50 Dcml. of bastu land was and is lying and situated RS. Dag No. 678, LR Dag Nos. 574, under Khatian Nos. 779/3 at said Mouza- Bahargram;

The remaining land i.e., 23 Dcml. of Land belonged to said Sk. Sahiruddin being classified as "Agricultural Land" was and is lying and situated RS. Dag No. 677, LR Dag Nos. 527 under Khatian Nos. 949/1, 948/2, 952/1, and 651/ at said Mouza- Bahargram;

On 02.02.1987 said Sk. Sairuddin, since deceased vide a Registered Deed of Gift being Deed No. 665 for the Year 1987 registered in the office of the then Sub-Registrar, Panskura in Book No. I, Volume No.- 31, Pages 20 to 24 transferred all his right, title and interest in respect of his said 23 Dcml. of Land under Bahargram Mouza in favour of his sons, Sk. Sakil Mahammad, Sk. Sajid Mahammad, Sk. Sabir Mahammad, Sk. Belal mahammad, i.e., the owner no.2 to 5;

On 14.09.1989 said Sk. Naziruddin, since deceased vide a Registered Deed of Gift being Deed No. 4199 for the Year 1989 registered in the office of the then Sub-Registrar, Panskura in Book No. I, Volume No.- 71, Pages 257 to 262 transferred all his right title and interest in respect of his said 35.50 Dcml. of Land under Bahargram Mouza in favour of his son, Sk. Rafik Mohammad, i.e., the owner no.1;

Even after having asymmetric quantum of share both the said Sk. Naziruddin and Sk. Sahiruddin during their lifetime jointly possessed and occupied the entirety of said 58.50 Dcml. of Land under Bahargram Mouja. After their demise their successors-in-interest, i.e., the abovenamed owners had also been conjointly possessing and occupying said 58.50 Dcml. of Land, more or less in RS. Dag No. 677, LR Dag No. 527, LR Khatian Nos. 779/3, 949/1, 948/2, 952/1 & 651/1 and in RS. Dag No. 678, LR Dag No. 574, LR Khatian No. 779/3 at Mouza- Bahargram, J.L. No. 76, P.O. and P.S.: Panskura, within the local limits of Ward No.

08 of Panskura Municipality District- Purba Medinipur, lying under jurisdiction of A.D.S.R., Panskura, Pin: 721152, hereinafter referred to as 'the Said Premises' and morefully described in **SCHEDULE-A** as written hereunder;

The above-named owners unanimously decided for development of the said land premises by constructing a multistoried residential cum commercial housing complex over and at the said premises through a developer and for that they on 14.3.2016 entered into a development agreement with the Developer/Promoter **SYED FIRDOSH ALAM**, son of Syed Abdul Kalam Azad, being the sole proprietor of M/S. MIR REALTY, a Proprietary Concern, having his office at Village- Ranihati, P.O.: Pratappur, P.S.: Panskura, District- Purba Medinipur, Pin: 721152, hereinafter referred to as "the said earlier development agreement", duly registered on 31.05.2016 before the office of the A.D.S.R.O., Panskura in Book No.-I, CD Volume No. 1111-2016 Pages from 46386 to 46424, being Deed No. I-3086 for the 2016;

In connection with the said earlier development agreement the owners on 31.05.2016 executed and registered a power of attorney, hereinafter referred to as "the said earlier power of attorney" in favour of the said developer/promoter bearing Deed No. 3089 of 2016, duly registered in the office of the A.D.S.R.O., Panskura in Book No.-I, CD Volume No. 1111-2016 Pages from 46453 to 46472 thereby duly authorizing the developer to do all the needful on their behalf for the proposed housing project;

It has been of-late perceived by the owners and the said developer/promoter that in the said earlier development agreement as well as in the said earlier power of attorney an unforced and/or unintentional error committed as instead of said LR Dag No. 574 it was wrongly recorded as LR Dag No. 528 as and where appeared in the said registered instruments;

On 14.06.2017 owners and the said developer/promoter executed a Deed of Declaration as to Rectification bearing Deed No. 3148 for the year 2017, duly registered in the office of the A.D.S.R.O., Panskura in Book No.I, CD Volume No. 1111-2007 Pages from 44829 to 44852 thereby correcting the error apparent in the said earlier development agreement. In the said deed of declaration as to rectification it was covenanted that owners shall cancel the said development power of attorney and immediately thereupon execute and register a development power of attorney *de novo* appointing the said developer as their true and lawful attorney to develop the said premises in terms of said development agreement read with said deed of declaration;

Accordingly on 15.06.2017 the owners herein vide an instrument bearing Deed No. 14 for the year 2017, duly registered in the office of the A.D.S.R.O., Panskura in Book No.-IV, CD Volume No. 1111-2017. Pages from 167 to 184 cancelled the said earlier development power of attorney;

Due to further inadvertences the developer/promoter and the owners conjointly decided to cancel all the previous covenants executed by and between them. Subsequently on 21.09.2017 the Owners and the Developer/Promoter executed a development agreement afresh bearing Deed No. 05569 for the year 2017, duly registered on 22.09.2017 in the office of the A.D.S.R.O., Panskura in Book No.- I, CD Volume No. 1111-2017 Pages from 85041 to 85103 thereby inter alia cancelling the said earlier development agreement and said deed of declaration as to rectification altogether. In the said development agreement dated 21.09.2017 which is in force at present the Owners and the Developer/Promoter also covenanted for development of the said premises by constructing multistoried residential cum commercial building/s almost on the same terms and conditions as covenanted under earlier development agreement but with minor modification as depicted thereunder. In terms of relevant clause/s of the present development agreement dated 21.09.2017 the Owners executed a power of attorney *de novo* on 22.09.2017, duly registered on 10.10.2017 in the office of the A.D.S.R.O., Panskura in Book No.- I, CD Volume No. 1111-2017 Pages from 85440 to 85470 being Deed No. 05573 for the year 2017 thereby appointing the Developer/Promoter as their constituted attorney to do the deeds, things acts on their behalf as specified there-under;

In the present development agreement dated 21.09.2017 it was inter alia agreed that in the proposed building the above-named owners shall get 30 % of available super built-

up area and remaining 70% of available super built-up area available area as per building plan to be sanctioned shall belong to the Developer/Promoter. That apart it was also covenanted between the owners that the developer/promoter shall complete and/or made ready the building in every respect and handover possession of the owners' allocated floor areas to them within 36 (Thirty-six) months from the date of sanction of proposed Building/s plan and/or from the date of obtaining Commencement Certificate from the competent authority in terms of relevant provision/s of the West Bengal Housing Industry Regulation Act, 2017 read with relevant provisions of the West Bengal Housing Industry Regulation Rule, 2018. It was also covenanted therein that such period shall stand extended for another grace term of six (6) months if project is not completed for any unforeseen of unavoidable reason/s;

Thereafter by virtue of the said registered power of attorney dated 22.09.2017 the developer on behalf of the owners duly obtained sanctioned building plan or permit bearing Sanction No. PM/BP/2756/17 dated 27.12.2017, hereinafter called the "Said Plan" for the proposed housing project to consists of residential and commercial spaces as well, whereby the Developer/Promoter has become entitled to construct erect and complete new building/s at the Said Premises consisting of several self-contained flats/apartments/units/shops/office space and also car parking spaces capable of being held and/or enjoyed independent of each other;

The Developer/Promoter undertakes to obtain the any other ancillary commencement certificate/permit for the proposed housing project from the competent authority, if required in terms of West Bengal Housing Industries Act, 2017 read with ensuing Rules and/or Regulation to be framed thereunder as and when the developer will be permitted to apply for vis-à-vis obtain the same;

After sanction of sanction of said building plan, the Owners and the Developer/Promoter further on **6th February 2018** entered into a Memorandum of Understanding, hereinafter referred to as “the said MOU” manifesting exact apportionment and demarcation of their respective allocated floor areas pursuant to the present development agreement dated 21.09.2017. In the said development agreement dated 21.09.2017 and the said MOU dated **6th February 2018** as well the Owners undertook that the developer shall get his allocated portion/floor areas in consideration of his developmental work and that was why vide Clause nos. 9, 10, 11, 26 and 28 of the said Development Power of Attorney dated 22.09.2017 the Developer/Promoter shall have the right to sell-out his allocated and/or earmarked cum demarcated floor areas or any part/portion thereof in the new building/s to any intending purchaser/s of his choice and preference at the price which he deems fit and for that he shall also have the right to realize sale-proceeds in his favour upon execution and registration of agreement for sale/s or deed of conveyance/s, as the case may be and to appropriate the same to exclusively his credit and satisfaction;

The developer/promoter being authorized under the said power of attorney shall obtain Completion Certificate from the competent authority on behalf of the above-named owners after completion of construction of the said building/s;

- B) The said Land is earmarked for the purpose of building a under a commercial cum residential project comprising multistoried apartment buildings and the said project shall be known as “ MIR ELEGANCE”;
- C) 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;
- D) The Panskura Municipality [‘name of the concerned competent authority’] has granted the commencement certificate to develop the project vide approval dated 27.12.2017 bearing registration no PM/BP/2756/17.
- 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 the Panskura Municipality. The Promoter agrees and undertakes that he 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 provisions of the Act with the West Bengal Housing

Industry Regulatory Authority
 at.....on.....under registration
 no.....;

- G) The Allottee had applied for an apartment/shop/showroom/office space/godown in the Project vide application no.....dated.....and has been allotted apartment no.....having carpet area of.....square feet, type, on floor in block/building no..... along with garage/covered parking no..... admeasuring..... square feet at a portion of the ground floor of the New Buildings / open compound of the Said Premises for parking the medium sized motor car(s)/SUV/MUV/LUV or motor bike/s at the earmarked space, being Open / Covered/Individual / Stack Car Parking out of the Developer/Promoter's allocated share of areas in the said Mir Elegance, as permissible under the applicable law and of pro rata share in the common areas (**"Common Areas"**) 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;

- l) In these presents (save to the extent that the context otherwise so requires):
 - a. Words importing SINGULAR shall include PLURAL and vice versa;
 - b. Words importing MASCULINE GENDER shall include FEMININE GENDER and NEUTER GENDER and vice versa;
 - c. The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.
 - d. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
 - e. A reference to a document includes an amendment and supplement to that document.
 - f. A reference to a Party to any documents includes that party's successors and permitted assigns.
 - g. Schedules, Plans and Attachments appended to this Agreement form the part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties.
 - h. At the time of execution and registration of deed of conveyance in respect of the said apartment/shop/showroom/office space/godown plus car parking space being compositely hereinafter referred to as the **Ápartment” and** more particularly described in

Schedule-A the Developer/Promoter shall represent for himself as confirming party and on behalf of the above-named Owners as their Constituted Attorney.

- J) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing 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 said unit/apartment and the garage/covered parking as specified in para G.

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

1. **TERMS:**

- 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, apartment

/shop / office space /showroom / godown
 no.....having carpet area
 of.....square
 feet, type, on floor in block/building
 no..... along with
 garage/covered parking no.....
 admeasuring..... square feet at a portion
 of the ground floor of the New Buildings / open
 compound of the Said Premises for parking the
 medium sized motor car(s)/SUV/MUV/LUV or motor
 bike/s at the earmarked space, being Open /
 Covered/Individual / Stack Car Parking out of the
 Developer/Promoter’s allocated share of areas in the
 said Mir Elegance as specified in Para G.

1.2 The Total Price for the [Apartment/Plot] based on the
 carpet area is Rs.....
 (Rupees.....only (**“Total Price”**):

Block/Building/	Rate of Apartment
Apartment /shop / office space	per square feet
/showroom / godown	
No.....	
Type.....	

Floor.....	
Garage/ parking(Open) -1	Price for 1
Garage/ parking(Covered/Stack)- 2	Price for 2
Total price (in rupees)	

Break up of the above Rate of Apartment:

<u>Overheads</u>	<u>Amount(Rs)</u>
<i>Cost of apartment /shop / office space /showroom / godown Per Sq.Ft.for Sq. Ft. of Carpet area.</i>	
<i>Cost of Exclusive Balcony or Varandah area.</i>	
<i>Cost of Exclusive Open Terrace areas.</i>	
<i>Proportionate Cost of Common Areas.</i>	
<i>Preferential Location Charges</i>	
<i>Maintenance Charges</i>	
<i>Floor Escalation Charges</i>	
<i>Goods and Service Taxes and</i>	

<i>other applicable/chargeable Taxes.</i>	
<i>Cost of Utility Fit-outs</i>	
<i>Proportionate Cost of installation of electrical transformers</i>	
<i>Legal and Documentations Charges</i>	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the said unit/apartment plus garage/car parking space;
- (ii) The Total Price above includes Taxes (Consisting of tax paid of 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/plot 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 the 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/modifications together with dates from which such taxes/levies etc. have been imposed or became effective;
- (iv) The Total Price of the said unit/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 said unit/apartment and the Project.

- 1.3 The Total Price is escalation-fee, 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 agree 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 his 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 or such other certificate by whatever name called issued/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 Promoters 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 said unit/apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said unit/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 promoters shall hand over the common areas to the association of allottees after duly obtaining the competent certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the said unit/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 said unit/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/plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the said unit/apartment alongwith Sq.Ft. of 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 an/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 outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges,

including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the 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.....(Rupees..... only) as booking amount being part payment towards the Total Price of the said unit/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 said unit/apartment 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 MIR REALTY payable at AXIS BANK LTD, PANSKURA BRANCH

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 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 ec. And provide the Promoters with such permission, approvals which would enable the Promoters 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/ser under any head(s) of dues against lawful outstanding of the allottee against the said unit/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 said unit/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 said unit/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 Municipal Act, 1993 read with West Bengal Municipal Building Rules, 2007 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the said Act and Rules, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT :

7.1 Schedule for possession of the said unit/apartment – The Promoter agrees and understands that timely delivery of possession of the said unit/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 said unit/apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **26th July 2020** unless there is delay or failure due to war, flood, draught, 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 said unit/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 *or such other certificate by whatever name called issued by the competent authority* from the competent authority shall offer in writing the possession of the said unit/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 agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees that after taking possession he shall 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 *or such other certificate by whatever name called issued by the competent authority* of the said unit/apartment, 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 said unit/apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the said unit/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 said unit/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 *or such other certificate by whatever name called issued by the competent authority* and handing over physical possession of the said unit/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 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 hand over 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 said unit/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 developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, 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 said unit/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 said unit/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 owners above-named have absolute, clear and marketable title with respect to the said Land; The Developer/Promoter has 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 Owners and the Promoter have 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 said unit/apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said unit/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 Unit/Apartment and common areas;

(vi) The Promoter has the right to enter into this Agreement and have 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 Owners and the Promoter have 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 Unit/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 unit/apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the said

unit/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 Owners and/or the Promoter have 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 regard 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 Owners and 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 said unit/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 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 each of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Developer/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 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 subject unit/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 Two (2) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said unit/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 for himself and on behalf of the Owners as named herein above, on receipt of Total Price of the said unit/apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said unit/apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate *or such other certificate by whatever name called issued by the competent authority* and the completion

certificate, as the case may be, to the Allottee: said unit/apartment

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 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 subject unit/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 Allottee 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 said unit/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 Ground Floor, Open Space and Service Areas :

The Ground Floor, Open Space and Service Areas, if any, as located within the said Mir Elegance, shall be ear-marked 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 etc. and other permitted uses as per sanctioned plan. The Allottee shall not be permitted to use the service areas 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 SAID UNIT/APARTMENT:**

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said unit/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 said

unit/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 said unit/apartment and keep the said unit/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/s 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 / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, 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 said

unit/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 said unit/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 the said unit/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 relevant Act and Rules.

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 Unit/Apartment and said Land Premises and/or Proposed numbers of buildings 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 said unit/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 read with the West Bengal Apartment Ownership Rules, 1974. The Promoter showing compliance of various laws/regulations as applicable in the domicile of West Bengal.

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 same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of 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 unit/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 said unit/apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said unit/apartment, in case of a transfer, as the said obligations go along with the said unit/apartment for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Developer/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 Developer/Promoter in the case of one Allottee shall not be construed to be a precedent and/or building on the Developer/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 on the the accounts specified under **SCHEDULE-‘F’** with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the said unit/apartment bears to the total carpet area of all the units/Apartments in the Project, namely said Mir Elegance.

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 Developer/Promoter through its authorized signatory at the Developer/Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Panskura after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar at Panskura, A.D.S.R.O. (address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Panskura.

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 address specified below:

Name of Allottee:

Allottee's Address:.....

Name of the Promoter: SYED FIRDOSH ALAM, son of Syed Abdul Kalam Azad, being the sole proprietor of M/S. MIR REALTY, a Proprietary Concern,

Address of the Promoter: Village- Ranihati, P.O.: Pratappur, P.S.: Panskura, District- Purba Medinipur, Pin: 721152.

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 of 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.

34. NO OBJECTION FOR CONSTRUCTIONAL DEVIATION:

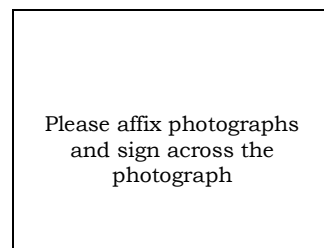
The Allottee/s doth covenant with the Developer/Promoter that if pursuant to sanction of a revised building plan the Developer/Promoter causes some variation and/or modification in buildings of “ Mir Elegance” keeping the structure and area of the said unit/apartment intact, then in that case the Allottee/s shall have no objection, dispute or prejudice in that regard.

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.....



(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

Aton.....in the presence of:

WITNESSES:

(1) Signature.....
Name.....
Address.....

(2) Signature.....
Name.....
Address.....

SAID PREMISES

ALL THAT piece or parcel of 58.50 Dcml. of Bastu Land, apportioned more or less as 55 Dcml of land in RS. Dag No. 677, LR Dag No. 527, LR Khatian Nos. 779/3, 949/1, 948/2, 952/1 & 651/1 and as 3.50 Satak Land in RS. Dag No. 678, LR Dag No. 574 LR Khatian Nos. 779/3, lying and situated under at Mouza-Bahargram, J.L. No. 76, P.O. and P.S.: Panskura, within the local limits of Ward No. 08 of Panskura Municipality District- Purba Medinipur, lying under jurisdiction of A.D.S.R. Panskura, Pin: 721152, butted and bounded by:

RS DAG NO. 677 CORRESPONDING LR DAG NO. 527

On the North House property of Sri Ganesh
by : Adhikary.

On the East House property of Sri Partha
by : Mukherjee.

On the West Land of Serajul Islam.
by :

On the South Land of Rafik Mahammad at Dag
by: No. 574.

RS DAG NO. 678 CORRESPONDING LR DAG NO. 574

On the North RS Dag No. 677
by :

On the East House Property of Mrityunjoy Guchait
by :

On the West RS Dag No. 678
by :

On the South Municipality Road
by :

SAID

UNIT/APARTMENT

ALL THAT the Flat/Shop/Show Room/ Office Space/Godown bearing No. containing square feet of Carpet area, more or less, including lying and situated on the Floor in the Wing/Block/Building of the Mir Elegance Project presently under construction at the Said Premises described hereinabove alongwith proportionate share in the said premises **TOGETHER WITH** the car parking space being Space No. , admeasuring Sq. Ft. of Area at a portion of the ground floor / basement of the New Buildings / open compound of the Said Premises for parking the medium sized motor car(s)/SUV/MUV/LUV or motor bike/s at the earmarked space, being Open / Covered/Individual / Stack Car Parking, as shown in the map or plan annexed under **SCHEDULE-‘B’**.

SCHEDULE-‘B’

FLOOR PLAN OF THE APARTMENT.

SCHEDULE -‘C’**PAYMENT PLAN.**

Total Price for the Said Unit shall be Rs./-
(Rupees only) break-up of which is as under:

<u>Overheads</u>	<u>Amount(Rs)</u>
Cost of Apartment @ Rs...../- Per Sq.Ft. of Carpet area for Sq. Ft. of Carpet	

<i>Area plus Cost of Garage.</i>	
<i>Cost of Exclusive Balcony or Varandah area.</i>	
<i>Cost of Exclusive Open Terrace areas.</i>	
<i>Proportionate Cost of Common Areas.</i>	
<i>Preferential Location Charges</i>	
<i>Maintenance Charges</i>	
<i>Floor Escalation Charges</i>	
<i>Goods and Service Taxes and other applicable/chargeable Taxes.</i>	
<i>Cost of Utility Fit-outs</i>	
<i>Proportionate Cost of installation of electrical transformers</i>	
<i>Legal and Documentations Charges</i>	
<i>TOTAL :</i>	

Above amount i.e the said GRAND TOTAL amounting to Rs. /- shall be paid by the Allottee/Purchaser to the Developer/Promoter in instalments as follows:

Sl.	Payment Events	Per Cent	GST	Amount (Rs.)
1.	On or before execution of this Agreement:	20%		
2.	Legal and Documentation Charges upon execution of this Agreement:	-	-	10000/-
3.	On completion of foundation:	10%		
4.	On completion of Ground Floor Roof Casting	15%		
5.	On completion of Second Floor Roof Casting	15%		
6.	On completion of Fourth Floor Roof Casting:	15%		
7.	On completion of Brick Work:	10%		
8.	On completion of Floorings:	10%		
9.	On Possession of the said Flat:	5%		
10.	Legal and Documentation Charges upon execution of this Agreement:	-	-	10000/-
	Total :			

Note: Goods and Service Tax and other chargeable Taxes, if any, as may be applicable for the said unit shall be paid and cleared by the Purchaser at chargeable rate together with each and every instalment mentioned above as per demands raised by the Developer from time to time

SCHEDULE- 'D'**SPECIFICATIONS, AMENITIES, FACILITIES BEING PART OF
THE SAID/APARTMENT**

- Foundation** : Reinforced Concrete Cement structure.
- Wall finish** : Interior – Conventional brickwork with Plaster of Paris
Exterior – High quality waterproof cement Based paint.
- Flooring** : Bedrooms and Living / Dining - Vitrified tiles(600mm x 600mm)
Kitchen - Anti skid ceramic(300mm x 300mm) Tiles
Toilet -Anti skid ceramic(300mm x 300mm) Tiles in flooring
Toilet Walls - Glazed tiles on the walls upto door height.
- Kitchen** : Granite platform with honed edges
Stainless steel sink with drainage board
Dado tiles up-to 2.0 ft above the counter / platform
Plumbing provision for Cold Water line
- Toilet** : Sanitary ware of Parryware/Hindware/or equivalent make
CP fittings of Hindware/Parryware or

Equivalent make

Electric Point for Geyser & Exhaust Fan & one light point

Provision for one cistern & 3 nos Water line in all toilets

- Doors & Windows** : All Door – Laminated Flush door
Main Door Fittings - Godrej night latch and eyepiece
Windows -anodized sliding with integrated grills
- Lift** : Jonson or equivalent make
- Electricals** : Concealed Copper Wiring
With modular switches (standard make)
Each Bedroom 3 Light Points , 1 Fan point & 2 Plug point
One AC point in master bed room
One calling Bell Point for each Flat
Liv/Din : 3 Light point , 2 Fan Point , 2 Plug Point
Kitchen: 1 light point, 1 exhaust Fan point, 2 Plug Point.
Each balcony: 1 Light Point & 1 Plug Point.
- Common Lighting** : Overhead illumination for compound and street lighting
Necessary illumination in all lobbies, staircases & common areas

Stairs & Lobbies : Stairs & Floor Lobbies - Kota Stone/Tiles/Marbles
Ground floor lobby of each block - combination of marble, granite/ kota stone/ Verified Tiles

SCHEDULE- 'E'

SPECIFICATIONS, AMENITIES, FACILITIES BEING PART OF THE PROJECT

(COMMON AREAS)

- (a) Entrance and exits of the various Blocks of the Building
- (b) Stair cases, Stair head rooms and landings
- (c) Lifts, lift chute and lift wells
- (d) Lift + stair lobbies
- (e) Lift machine rooms
- (f) Lobbies, paths, passages and corridors
- (g) Overhead water tanks
- (h) Electric / Plumbing Duct
- (i) AC Service ledges
- (j) Security room
- (k) Maintenance office/ Caretaker's room

- (l) Transformer Room, H.T. Room, Electrical Room, Meter Rooms, Generator room , WBSEDCL Room
- (m) Path, passages, ramps and driveways
- (n) Underground reservoirs for domestic supply
- (o) Community hall and gymnasium
- (p) Badminton Court
- (q) Common Toilet
- (r) Spread of Green manicured grass lawn, trees and flowers
- (s) Lawns and play areas including lighting services

(COMMON AMENITIES)

- (a) The beams, foundations, supports, columns, main walls, boundary walls of the New Building.
- (b) Installation of common services such as water, sewerage pipes, pumps, ducts, etc. at the New Building.
- (c) Electrical installations including wiring and accessories for receiving electricity from Electricity Supply Agency or Generator(s)/ Standby Power Source to all the units in the New Building and Common Areas within or attributable to the New Building and electrical wiring and accessories for lighting of common areas of the New Building.
- (d) Lift machines, lift shafts
- (e) Diesel Generator for common areas & services

- (f) Transformer (if any)
- (g) Community Hall
- (h) Air conditioned modern fully equipped gymnasium
- (i) Closed Circuit T.V. at the ground floor level, with Central Security Surveillance
- (j) Intercom connectivity flat to flat + flat to main security
- (k) All the important points duly manned by well-trained security personnel / guards
- (l) General common amenities like common drainage system, common sewerage system, water inlet point, common electrical transformer, common power sub-station for common use for the New Building.

SCHEDULE-‘F’

COMMON EXPENSES

1. The expenses of maintaining, repairing, re-decorating, renewing the main structure and in particular the drainage, rainwater discharge arrangement, water supply system, supply of electricity to all common areas and amenities;
2. The expenses of repairing, maintaining, white-washing and colour washing of the main structure, exterior and common areas of the Building;
3. The cost of cleaning and lighting the entrance of the New Building and the passages and other spaces around the

lobby, corridors, stair-case lift and other common areas of the Building;

4. The cost of insuring any risk with regard to the Building and the utilities and apparatus installed thereat;
5. Cost of maintaining lifts, transformer, generator, electrical installations, pumps and other common facilities and essential services;
6. Cost of decorating the exterior of the Building;
7. Salaries, wages, fees and remuneration of durwans/security persons, liftmen, sweepers, plumber, electricians, accountant, manager, caretakers, gardeners or other persons whose appointment may be considered necessary for maintenance and protection of the Building and administration and management of the affairs thereof;
8. The rates taxes and outgoing assessed charged and imposed for the common areas of the Building;
9. The cost and expenses of keeping and maintaining the records of the common expenses and running the Association/ Maintenance Organisation and expenses (statutory and non-statutory expenses) for the Association/ Maintenance Organisation;
10. The cost, expenses and charges for installation of any additional common facilities and amenities in the Building;
11. The cost, expenses and charges for compliance of various statutory provisions and the orders, rules formulated by

competent authorities applicable in respect of the Building in common;

- 12. All expenses of common services and common facilities and amenities;
- 13. Such expenses as are necessary or incidental for the maintenance or up keeping of the Building and or the common areas and amenities thereof.

**DATED THIS THE DAY
OF, 20....**

BETWEEN

M/S MIR REALTY, being represented by its proprietor **Syed Firdosh Alam**

- THE PROMOTER

AND

.....-**The**

ALLOTTEE

AGREEMENT FOR SALE

Prepared By:

MR.
Advocate

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