

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made on this ____ day of____, 2019
A.D

BETWEEN

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SMT.PARBATI BAI BAGRI, alias **PARWATI BAGRI**, wife of Late Nawal Kishore Bagri, by faith Hindu by occupation Housewife and Landlady, residing at 23, Jatin Das Road, Police Station Tollygunge, Kolkata-700029, having Income Tax pan-BNEPB8201J, hereinafter called and

referred to as the **“OWNER/LANDLADY”**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, executors, successors, administrators, representatives and assigns) being represented by her true and lawful constituted attorney MANGAL MURTI DEVELOPERS PVT.LTD., a company within the meaning of the Indian companies Act, 1956, having Income Tax PAN AAJCM5224A and CIN-U45400WB2014PTC204639, represented by one of its Director DR.HARINDRA SINGH, son of Late Paresh Singh of the FIRST PART. MANGAL MURTI DEVELOPERS PVT. LTD., a company within the meaning of the Indian Companies Act, 1956 having its registered office at 10, Agrasain Street Liluah, Post Office- Liluah, Police Station- Belur, district- Howrah, Pin code No-711204, having Income Tax Pan AAJCM5224A and CIN- U45400WB2014PTC204639, represented by one of its Director DR.HARINDRA SINGH, son of Late Paresh Singh hereinafter called referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, successors-in-office, administrators, representatives and assigns of the THIRD PARTY

AND

[If the Allottee is an Individual]

Mr. (PAN) (Aadhar No.) Wife of, by faith Hindu, by occupation : Business, residing at, Post :, Police Station :, District _____, Pin :, 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).

(Please insert details of other allottee(s) in case of more than one allottee)

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 (30 of 2017);
- b) “appropriate Government” means the State Government;
- c) “Rules” means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.

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d) “Regulations” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.

e) “section” means a section of the Act.

WHEREAS:

- A. ALL THAT piece and parcel of Bastu/Karkhana Land, then recorded as Bagan Land measuring 77.10 Decimal equivalent to about 2 Bigha 10 Cottah (now comprising in L.R. Dag Nos. 216, 217, 221 and 222, L.R. Khatian No. 395) Was purchase by Mathura Das Binani, son of Late Hamirmal Binani of then 4 no. Gourdas Basak Street, Burrabazar, Kolkata from Smt. Ahadan Bibi and five others by dint of a registered before the office of Sub-Registrar at Howrah and recorded in Book No. Book No. 1, Volume No. 36, Pages 188 to 190, Being No. 3222 for the year 1921 dated 15.02.1921.
- B. After such purchase Mathura Das Binani possessed over his aforesaid property and also mutated his name in respect of the aforesaid land measuring 77.10 Decimal equivalent to about 2 Bigah 10 Cottah, comprised within C.S. Khatian No. 111 Mouza Malipanchghora, J.L. No. 17, Revenue Survey No. 1984, Touzi No. 19 under Bally Municipality, District Howrah.
- C. Mathura Das Binani die intestate leaving behind his only son viz. Gokul Das Binani who married Baija Bai Binani and out of their wedlock one daughter who now known as Parbati Bai Bagri alias Parwati Bagri came into existence.
- D. After death of Gokul Das Binani his widow Baija Bai Binani who managed and control the entire property of her deceased husband, got her name mutated before the concerned R.O.R and in other relevant records though the name of her daughter Smt.Parbati Bai Bagri should have been recorded along with her mother.
- E. Smt. Baija Bai Binani also died intestate leaving behind her only married daughter viz. Parbati Bai Bagri alias Parwati Bagri who inherited the entire property of her father (Gokul Das Binani) and mother Smt. Baija Binani as sole legal heir and successor in respect of all that piece and parcel of property measuring an area of about 2 Bigha and 10 Cottah under C.S. Khatian No. 111, now comprising within Bally Municipality Holding No, 10, Duffer Street, now known as Agrasain Street, P.O. Liluah, P.S. Belur, formerly Bally, District- Howrah within Ward No. 26 which is also corresponding Nos. 216, 217, 221 and 222 comprised within L.R. Khatian No. 395.
- F. Out of the aforesaid property the land comprised in L.R. Dag No. 216, 221 and 222 comprised within L.R. Khatian No.395 has been converted in to Housing Complex the land measuring 68.60 Decimal and/or 2 Bigah 1 Cottah 8 Chittak 14 Sq.Ft with old dilapidated structure standing thereon all comprised in L.R. Dag No. 216, 221 and 222 within L.R. Khatian No. 395, Mouza Malipanchghora, J.L. No.17 which is also within HMC Holding No. 10, Duffer Street, now known as Agrasain Street, P.O. Liluah, P.S. Belur formerly Bally, District Howrah within present ward No. (old 26),

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more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the said ENTERPRISE.

- G. "OWNER/LANGLADY" in order to construct housing complex entered into a Registered Agreement for Development being Deed No.2416 for the year 2015 registered before A. D. S. R. Howrah and also executed a registered Development power of attorney to deal and dispose the constructed areas as inter-alia stated in the said Development Agreement.
- H. The Promoter caused a plan to be prepared by its architects for construction of a building and got the said plan sanctioned (the "Said Plan") and, inter alia, took up construction and development of the Project with provisions for amenities and facilities to be used in common by the occupants of the Project in due course, details of which are given hereunder written. The Allottee further accepts that the mutual agreement by and between the Parties that although the Building Common Portions and the Project Common Portions are described in Schedule D below, the said descriptions are only indicative and are not intended to bind the Promoter in any manner. The Promoter shall, in the absolute discretion of the Promoter, be entitled to modify or improvise upon the Common Amenities and Facilities and the Allottee hereby accepts the same and records his consent to such alteration / modification / improvisation and undertakes that he shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Promoter for such modification or improvisation.
- I. 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 Project Land on which the Project is to be constructed have been completed;
- J. In purchase of said development agreement and power of attorney plan submitted for sanction by MANGAL MURTI DEVELOPERS PVT. LTD and the said Corporation sanction a plan BRC256/B+7 (hereinafter referred to as the said plan) and in accordance with the said plan the said MANGAL MURTI DEVELOPERS PVT.LTD became entitled to construct erect and complete a housing project at the said premises.
- The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the **Project** and also for the apartment or buildings thereon.
- The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with laws as applicable; For the purpose of undertaking development of the said Housing Project the Developer/Seller divided the said Premises into various buildings/blocks to form part of the said Residential area is to be commonly known as MANGAL MURTI ENCLAVE.
- K. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.

- L. The Allottee has applied for an apartment in the Project vide application ____ dated and has been allotted Apartment No. having **Carpet Area** approximately **Sqft. onth Floor** in the Building along with **Covered Independent Car Parking** and of pro rata share in the common areas (“Common Areas”) (hereinafter referred to as the “Apartment”) more particularly described in **Schedule B.**
- M. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- N. Pursuant to such application the Promoter has agreed to allot the said apartment in favour of the Allottee on the terms and conditions mentioned herein. It is hereby agreed that the application form shall be deemed to be a part of this Agreement;
- O. 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;
- P. 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;
- Q. 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/open parking (if any) as specified in para G.
- R. The allottees of the apartments of each of the buildings within the Project shall enjoy in common with other allottees, the common areas and facilities of the Project together with all easements, rights and appurtenances belonging thereto.
- 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, the Apartment as specified in para G.

1.2 The Total Price for the Apartment based on the Carpet Area is **Rs.**
/- (“**Total Price**”)

BLOCK/BUILDING/TOWER NO _____ TYPE _____ FLOOR _____ Garage/Covered car parking	i) Rate of Apartment Rs. _____ ii) (i.e @ ___ per sqft) Rs. _____ iii) Cost of common Areas Rs. _____ iv) Cost for PLC _____ v) Cost for exclusive balcony Rs. _____ vi) Legal Charges Rs. _____ vii) Cost for internal development _____ viii) Maintenance Charges Rs. _____ ix) Electric Meter & transformers _____ x) G.S.T Rs. _____ Price _____ + G.S.T _____
TOTAL	PRICE RS. _____

Explanation :

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment / Flat.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Flat to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate; Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification. Provided further that if there is any increase in the taxes after the expiry of the

schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/ Flat 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 specification to be provided within the Apartment/ Flat and the Project.

1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments: Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 The allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan")

1.5 It is agreed that the Promoter may carry out any additions and alterations, subject to the consent of two third of total Allottees, in the sanctioned plans, layout plans and the amenities and facilities as described herein at **Schedule 'D'** in accordance to applicable laws.

1.6 The Allottee (s) agree (s) that he/they is/are aware that the Promoter is developing the Project Land and agrees that after completion of the Project, Jai Vinayak Logo or Sign Board or any other replica, as may be decided by the developer, shall remain on the Project for ever with proper maintenance thereof.

1.7 The rights of the Allottee is limited to ownership of the Said Apartment and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

1.8 The Project Common Areas shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoter (without affecting the Flat Area of the Allottee, prejudicially) to accommodate its future plans regarding the Said Project Land and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional **consent** and approval to such change in Project Common Areas.

1.9 It is mutually agreed between the Parties that the measurement of the Said Apartment as mentioned in this Agreement shall remain the same however the internal dimensions of the said apartment may vary as per physical construction however at no point of time shall the carpet area of the apartment be increased or decreased by the Promoter, to the extent of three percent as provided in the Act.

1.12 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 land underneath the Building. 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. of the Project, 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 for the Project;
- (iii) 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.

1.13 It is made clear by the Promoter and the Allottee agrees that the Apartment along with covered car parking space/garage 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 Project 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.

1.14 The Allottee has paid a sum of **Rs. _____/-** (Rupees _____Only) and as applicable GST 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 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(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable)] in favor of -----
----- payable at ----- .

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or 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, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under Foreign Exchange 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 regards. 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 Promoters 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/ Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/APPROPRIATION OF PAYMENTS:

The Allottee 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/Flat, 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 and towards handing over the Apartment to the Allottee. The Project Common Areas shall be handed over to the association of the allottees only on completion of the entire Project. The Allottee shall have user right on Common Area of the Project.

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 as mentioned in the Schedules appended herein and as represented by the Promoter. The Promoter shall develop the Project thereof in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Howrah Municipal Corporation and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under applicable laws.

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, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment within _____ with a further grace period of 6 months, 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"). It shall not be obligatory for the Promoter to complete the Common Amenities and Facilities in all respects before giving the Possession Notice to the Allottee and the Said Apartment shall be deemed to have been completed in all respect if the same is made fit for habitation as per the Specifications. The Promoter makes it clear that the common facilities/ installations and amenities may be made ready in phases and non completion of the whole project or all common amenities/facilities/installations shall not be an excuse of the Allottee to claim that the said Apartment is not completed and ready for delivery of possession. If however, the completion of the Apartment 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 60 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, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within three 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 and other charges (if any) as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the Building. The Promoter shall hand over the occupancy certificate of the apartment to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of Apartment/ Flat- Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee(s) shall take possession of the Apartment/ Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Flat to the Allottee(s). In case the Allottee(s) 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 under Para 7.2 above.

7.4 Possession by the Allottee- After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Flat to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of Allottees or the competent authority, as the case may be as per the local laws.

7.5 Cancellation by Allottee- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation. However it is clearly clarified that in all cases of cancellation / termination, Legal Charges and GST paid by allottee shall not be refunded by the Promoter in any way.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER : The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Allottee(s) has taken inspection of all the title deeds, Record of Rights, other documents and plans and has made all necessary searches and is (are) fully satisfied about the plan and title of the Promoter/Owner in respect of the said Premises. The Allottee(s) shall not be entitled to and not to raise any objection and/or make any query with regard thereto.
- (iii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the said Land or the Project;
- (v) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, building and Apartment/Flat and common areas;
- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/ Flat to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Flat to the Allottee(s) and the common areas to the Association of Allottee(s) or the Competent Authority as the case may be Maintenance Society;
- (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 said 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 land to the competent authorities till the completion certificate has been issued and possession of the Apartment/Flat 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;
- (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 project land) has been received by or served upon the Promoter in respect of the Said Land and/or the Project Land.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) 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 or Flat 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.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice.

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

- (i) In case the Allottee(s) fails to make payments within 15 days of demands made by the Promoter as per the payment plan annexed thereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in

this regard, the Promoter may cancel the allotment of the Apartment/ Flat in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated : Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID 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 right to use 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 the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment/Flat. **Interim Maintenance Period:** During the interim maintenance period between obtaining of the completion certificate of the Project and formation and operationalization of the Association the Promoter shall through itself or through a Facility Manager Company run, operate, manage and maintain the Common Areas/Amenities and Facilities.

Authorised Representative/ Facility Manager of the Company shall be responsible for the maintenance and operation of the Common Areas /Amenities and Facilities and will be required to provide manpower for maintaining the Common Areas /Amenities and Facilities, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on “pay by use” basis ,if any.

The maintenance and management of Common Areas /Amenities and Facilities by the Committee will primarily include but not limited to maintenance of water works, common Electrical installations, DG Sets (if any), Landscaping, Driveways, Parking areas, Lobbies, and Lifts & staircases etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the Interim Maintenance Period, may be framed by the Promoter with such restrictions as may be necessary for proper maintenance.

After the Common Areas /Amenities and Facilities of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

12.DEFECT LIABILITY:

It is agreed that in case any structural defect or defect in workmanship, relating to such development is brought to the notice of the Promoter within a period of 1 (one) year 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 60 (sixty) days. However, normal wear and tear caused due to usage shall not be deemed to be a defect in workmanship of the Promoter. Further, the Promoter shall not be liable for any defect in the fittings and fixtures installed in the Apartment as per the specifications.

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 open 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 [Project Name], shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees formed by allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT/ FLAT :

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building or the Apartment/ Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/Flat, and keep the Apartment/Flat, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and 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 color 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/ Flat 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/ Flat.

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 the Association of Allottees/Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17.ADDITIONAL CONSTRUCTIONS:

The undertaking of the Allottee to the Promoter that notwithstanding anything contained in this Agreement, the Allottee has no objection and shall under no circumstances have any objection to the Promoter (1) integrating/adding (notionally or actually) other parcels of land and/or adjacent/other lands and premises (collectively **Other Promoter Properties**) to the Project Land and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (2) extending, modifying and realigning the extent, area, layout and location of the Said Building/Said Project including the Project Common Portions, (3) modifying the Sanctioned Plans, as may be necessary in this regard, (4) granting all forms of unfettered and perpetual proportionate right of ownership and use over the Building Common Portions and the Project Common Portions and (5) granting all rights of user and easements over the Project Common Portions comprised in the Project to the intending allottees or owners of the Other Developer Properties (collectively **Owners of Other Promoter Properties**). It is clearly understood by the Allottee that the Allottee shall not have any right to erect any wall/boundary wall in the Said Project and/or the Other Promoter Properties.

The Allottee hereby accepts and gives his consent to such integration and/or addition and/or extension and/or modification and/or realignment and no further permission and/or consent is required to be obtained by the Promoter from the Allottee.

The Allottee further undertakes that in consideration of the Promoter agreeing to sell the Said Flat And Appurtenances to the Allottee, the Allottee has accepted the above conditions and has granted and shall be deemed to have granted to the Owners, the Promoter, Owners of Other Promoter Properties and all successors-in-interest/title unfettered and perpetual easements over, under and above all Building Common Portions and Project Common

Portions comprised in the Said Project including roads, passages and all open spaces in the Said Project, with right to connect the same to new roads and passages comprised in the Other Promoter Properties integrated/added to the Said Project.

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(s) who has taken or agreed to take such Apartment.

19. APARTMENT OWNERSHIP 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).

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

21. ENTIRE AGREEMENT: This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Flat/ Building, 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 wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be 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 applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the applicable laws 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 the Project, the same shall be the proportion which the **saleable** area of the Apartment bears to the total **saleable** 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 complete only upon its execution by the Promoter through its authorized signatory, at the Promoter's Office.

29. NOTICES: All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:-

MANGALMURTI DEVELOPERS PVT LTD	ALLOTTE'S NAME _____
ADDRESS:10, AGRASAIN STREET LILUAH HOW-711204	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(s), as the case may be.

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

31. SAVINGS: Any application, letter, allotment letter, agreement or any other document signed by the allottee, in respect of the apartment, Flat or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, Flat or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act, the rules or the regulations made thereunder.

32. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION : All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

34. OTHER TERMS AND CONDITIONS:

In addition to the above the Allottee(s) hereby also agrees to pay to the Owner for extra/additional works and/or facilities to be done and/or provided as per requirement of the Allottee(s).

35. ADDITIONAL COSTS :

In addition to the Agreed Consideration as referred to in clause 1 of this Agreement, the Allottee has agreed to pay the following amount to the Promoters (Extras) :

1. Towards stamp duty and registration, legal and Misc. charges as may be applicable.
2. Maintenance Charges @ Rs. /- per sq.ft. for one year.
3. Rs. 20,000/- (Rupees Twenty thousand only) as Advocate fee.
4. Electrical & Generator Charges The Developer shall make arrangement with the C.E.S.C for supply of electricity to the Complex by providing suitable space within the said Premises to C.E.S.C. for installation of Transformers and other Equipment for which developer will extra charge before installation from the buyer.
5. G.S.T., Service Taxes and/or any other taxes as may be impose.

35.1. PAYMENT OF TOTAL PRICE AND EXTRAS PRIOR TO POSSESSION:

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee has paid the entirety of the Total Price of apartment along with Electric Meter, GST, Stamp Duty, Legal charges, registration charges & incidental expenses for registration of sale deed and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Apartment.

On and from the Possession date the buyer shall be liable to and agrees to pay and contribute the proportionate share of Corporation rates, storied taxes and other taxes, maintenance and service charges and all outgoings payable or which may be imposed or levied in future of the said Flat/Unit/Apartment and proportionally for all the buildings/blocks and said premises regularly and punctually.

36. HOUSE AND OTHER OBLIGATIONS

Upon full payment of all the amounts the buyer shall put in possession of the said Flat/Unit/Apartment.

As from the date of the possession of the said Flat/Unit/Apartment the buyer agrees and covenant: -

- a. To co-operate with other co-purchaser and the seller in the management and maintenance of the said new buildings.
- b. To observe the rules framed from time to time by the Seller.
- c. To use the said Flat/Unit/Apartment for residential purpose and not for other purpose whatsoever without the consent in writing of the Seller.
- d. To allow the Seller with or without workmen to enter into the said Flat/Unit/Apartment for the purpose of maintenance and repairs but only 24 hours' prior in writing to the buyer.
- e. To pay and bear common expenses and other outgoings and expenses and paying management fee from the date of possession and also the rates and for the said Flat/Unit/Apartment and proportionally for the new Building/Block and/or common parts/areas and wholly for the said Flat/Unit/Apartment and/or to make deposit on account thereof in the manner mentioned hereunder to the seller. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said flat/unit/apartment has been taken or not by the buyer. The said amount shall be paid by the buyer without raising any objection thereto regularly and punctually within 72 hours to the seller.
- f. To deposit the amounts reasonably required with the seller and towards the liability for rates and any type of taxes and other outgoings.
- g. To pay charges for electricity in/or relation to the said flat/unit/apartment wholly and proportionately relating to the common parts.
- h. Not to subdivide the said flat/unit/apartment and the parking space or any portion thereof.
- i. Not to do anything or prevent the seller from making further or additional legal construction within 8am to 10pm with any working day notwithstanding any temporary disruption in the buyer enjoyment of the said flat/unit/apartment.
- j. To maintain or remain responsible for the structural stability of the said flat/unit/apartment and not to do anything which has the effect of affecting the structural stability of the building.
- k. Not to do or cause anything to be done in/or around the said Flat/Unit/Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring of ceiling of the said Flat/Unit/Apartment or adjacent to be said

Flat/Unit/Apartment or in any manner interfere with the use and right and enjoyment thereof or any open passages or amenities available for common use.

l. Not to damage, demolish or cause to damage/demolished the said Flat/Unit/Apartment or any part thereof or the fitting or fixture affixed thereto.

m. Not to close or permit the closing of verandas or lounges or balconies lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour skin of the exposed walls of the verandas, lounge or any external walls or the fences of the external doors and windows including grills of the said Flat/Unit/Apartment which in the opinion of the Seller differs from the colour skin of the Building or deviation.

n. Not to install grills of the design which have not been suggested/proposed and approved by this Architect.

o. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat/Unit/Apartment or any part of the said Building or cause increase premium to be payable in respect thereof if the building is insured.

p. The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/ Building (s) save and except the Said Apartment and the share in the Common Areas , and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the other portions of the Project.

q. Not to make in the said Flat/Unit/Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Seller and with the Sanction of the authorities concerned as and when required.

r. Not use the said Flat/Unit/Apartment or permit same to be for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the said building or buildings to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, guest House, Club House, Nursing House, Amusement or entertainment center, Eating or Catering Place, dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

s. Similarly, shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction grilled wall or enclosure there on the part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any article shall not be permitted. Not to use or

permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.

t. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to him/her/their/its and shall use the pathways as would be decided by the Seller.

u. Not to change or put any clothes in or upon the windows, balconies and other portions which may be expose in a manner or visible to the outsiders.

v. To abide by such building rules and regulations as may be made applicable by the seller.

SCHEDULE-'A' - DESCRIPTION OF THE APARTMENT AND TILE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

1.ALL THAT the Flat/Unit/Apartment No. ___ on the ___ floor facing _____ portion of the Building/Block No. _____ having _____ Area and/or ___ as shown in the FLOOR PLAN TOGETHER WITH the undivided proportionate share in all common Parts portion areas facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land comprised in the said Residential Area attributable thereto all comprise within Howrah Municipal Corporation Holding No.10, Duffer Street, now known as Agrasain Street, P.O. Liluah, P.S. Belur, formerly Bally, District- Howrah within Ward No. 26 now 62.

2.ALL THAT piece or parcel of land or ground bearing 2 Bigah and 1 Cottah 8 Chittak 14 Sq.Ft under C.S. Khatian No.111, now comprising within Howrah Municipal Corporation Holding No. 10, Duffer Street, now known as Agrasain Street, P.O. Liluah, P.S. Belur, formerly Bally, District- Howrah within Ward No. 26 which is also corresponding Nos. 216, 217, 221 and 222 comprised within L.R. Khatian No. 395, mouza Malipanckhora J.L.no. and boundaries as follows:

On the North: RAILWAY COLONY

On the South: AGRASAIN STREET

On the East: NAGARLIA LAND

On the West: VASANT MANSAKIA LAND

SCHEDULE-‘B’ -FLOOR PLAN OF THE APARTMENT

SCHEDULE- ‘C’-PAYMENT PLAN

1. 20% at the time of agreement.
2. 15% after completion of foundation.
3. 15% after casting of 1st Floor.
4. 10% after casting of 2nd Floor.
5. 10% after casting of 3rd Floor.
6. 10% after casting of 4th Floor.
7. 10% after brickworks.
8. 5% after floor work of the said flat.
9. 5% before possession/registration.

SCHEDULE- ‘D’ -SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/FLAT)

Specifications

Structure: R.C.C. framed structure, standard brickwork & plaster.

Flooring: Vitrified flooring with 4” skirting.

Doors: Good quality flush doors

Widows: Aluminium sliding widows with glass panel.

Kitchen: Kitchen with Granite slab & 2 feet dado above the platform and stainless steel sink shall be provided.

Toilet: Floor Anti Skid Ceramic Tiles, geyser point in one toilet with C P fittings of Essco or equivalent brand, dado Ceramic Tiles up to door height.

LOBBY : Marble/ granite.

LIFT: OTIS/ KONE/ LT

Water supply: Suitable electric pump will be provided for 24 Hrs steady water supply.

Electrical: AC point in master bedroom, MCB, TV Socket in Living Room, AC point in Master Bedroom, light and fan points.

SCHEDULE- 'E'- SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/FLAT)

Common Portions (Common Areas and installations in respect whereof only right of use in common shall be granted).

1. All land and premises described in the Second/Third Schedule herein above written whether improved or unimproved except the common passage and open space for car parks and land beneath the building.
2. All private driveways curves side walls and parking areas on the said premises.
3. Public connection and meters and rooms for gas electricity telephones and water not owned by public utility of other agencies for common purposes.
4. Open and/or covered paths and passages inside the Project.
5. Boundary wall around the periphery of the Project and decorative gates for ingress and egress to and from the Project.
6. Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
7. Overhead Water tank, underground water reservoir and other facilities located in the said building to serve of the benefit of more than one unit.
8. Installed the lift, lift room, lift cage, stair case, corridor, lobby, water pump and motor, pump room, Durdwan room, common bath room and toilets.
9. Main sewer, drainage and sewerage pits and evacuation pipes for all the Building in the Project. Pumps and motors for water system for Building and Common Portions of the Project.

IN WITNESS WHERE OF parties herein above 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*

At _____ on _____ in the presence of:

WITNESSES: 1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

*Please affix
photographs
and sign
across the
photograph*

@@ DATED THIS
____ DAY OF 2019 @@@

B E T W E E N

MANGALMURTI DEVELOPERS PVT LTD. PROMOTER

AND

..... **... ALLOTTEE**

AGREMEENT FOR SALE