

Agreement for sale

This Agreement for sale (Agreement) executed on this _____ (Date) day of _____ (month), 20_____

By and Between

"K.M.R. CONSTRUCTION" (P.A.N. AAHFK0748E), a Partnership Firm registered under the Indian Partnership Act, 1932, having its Registered Office and Principal Place of Business at Gopalpur, P.O. Asansol, P.S. Asansol (South), District Paschim Bardhaman, PIN-713304, represented by its partners namely :

(i) **SRI MIHIR ROY**, (P.A.N. ACQPR5430D), (Aadhaar No. 4300 4723 2147), Son of Late Satyanarayan Roy, by faith Hindu, by occupation Business, Citizen of India, resident of R.K. Roy Road, Ismile, P.O. Asansol, P.S. Hirapur, District Paschim Bardhaman, PIN-713301;

(ii) **SRI KIRITI BANERJEE**, (P.A.N. ADIPB4255B), (Aadhaar No. 3988 0454 7089), Son of Sri Paresh Chandra Banerjee, by faith Hindu, by occupation Business, Citizen of India, resident of Gopalpur, P.O. Asansol, P.S. Asansol (South), District Paschim Bardhaman, PIN-713304;

(iii) **SEKH REJAUL KARIM**, (P.A.N. AMSPK7947G), (Aadhaar No. 5943 3470 4989), Son of Late Md. Mahasin Karim, by faith Muslim, by occupation Business, Citizen of India, resident of S. B. Gorai Road, near I.M.A. House, P.O. Asansol, P.S. Asansol (South), District Paschim Bardhaman, PIN-713301, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm, the survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

AND

Mr./Mrs. _____ (PAN _____) (Aadhaar no. _____) son/daughter of _____, aged about _____, by Faith _____, Nationality _____, by Occupation _____, residing at _____ 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).

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

DEFINITIONS:

For the purpose of the 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);

K. M. R. Construction
Mihir Roy

Partner

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

WHEREAS:

- A. i) The Promoter is the absolute and lawful owner of the piece and parcel of land measuring in total 36 (thirty six) Decimal equivalent to more or less 21.82 Katha comprised in R.S. Plot No. 738 under R.S. Khatian No. 404, 652, 654 & 650, corresponding L.R. Plot No. 1100 under L.R. Khatian No. 1230, measuring 14 Decimal and in R.S. Plot No. 747 under R.S. Khatian No. 197, corresponding L.R. Plot No. 1107 under L.R. Khatian No. 1230, measuring 22 Decimal situated within Mouza Gopalpur, J.L. No. 10, District Paschim Bardhaman, (erstwhile District Burdwan), P.S. Asansol (South), under the limits of Asansol Municipal Corporation, Ward No. 54 (hereinafter referred to as the "Said Land") vide sale deed dated 03/05/2005 registered in Book I, Volume No. X-92, Page No. 94 to 109, Being No. 2248 for the year 2005 at the office of the Addl. Dist. Sub Registrar, Asansol. The Promoter since after their purchase have duly recorded their/its name in the finally published L.R. Records of Rights in separate L.R. Khatian No. 1230 and have also converted their said land into Bastu (Housing Complex) vide Conversion Case No. 41/10-11, Asl. under Memo No. 1128/L.M./SDL & LRO/Asl/2010 Dated 30/09/2010 from the Office of the S.D.L. & L.R.O., Asansol. The Promoter moreover have obtained the Land-use NOC from Asansol Durgapur Development Authority for proposed Residential Apartment vide Memo No. ADDA/ASL/973/V/155/FL/ NOC/4659 dated 14/09/2020 and have also got the Certificate of Clearance for Developers vide Clearance No. 85/CC/D/2018 Dated 17/12/2018 in accordance with the Sec. 9 sub-sec. 4 of the West Bengal Trees (Protection and Conservation in Non-Forest Areas) Act, 2006. Finally the Promoter have also obtained the Fire Safety Recommendation from the authorities of West Bengal Fire & Emergency Services vide Memo No. 0125186209102444 dated 24/06/2020.
- B. The said land is earmarked for the purpose of building a Residential-cum-Commercial project comprising multistoried apartment buildings and parking spaces and garages and retail shop rooms in the ground floor and the said project shall be known as "SIDDHIVINAYAK ABASAN" (hereinafter referred to as the "Project").
Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.
- 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 authorities of Asansol Municipal Corporation has granted the commencement of construction in accordance with the sanctioned Building Plan vide Memo No. 862/BP/AMC/HO/20 dated 16/10/2020.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the Project from the authorities of Asansol Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

K. M. R. Construction
Mishra Roy

Partner

- 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 in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having **Carpet Area** of _____ square feet, type , on floor in **"SIDDHIVINAYAK ABASAN"** ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], 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.
- I. 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.
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms and 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.
- K. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking 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, the Apartment as specified in para G.
- 1.2 The total price for the Apartment based on the carpet area is **Rs...../-(Rupees _____ only)** ("Total Price") give break up and description):

K. M. R. Construction
Michiel Roy

Partner

<u>Head</u>	<u>Price</u>
Block/Building/Tower No. :“ SIDDHIVINAYAK ABASAN ” Apartment No. _____ Type: Floor : _____ Carpet Area: _____sq. ft Built up Area: _____sq. ft Super Built Area: _____sq. ft	Rate of Apartment per Square feet : Rs. _____/-
Installation costs of Transformer, Water, and front door grill gate charges, inverter points, A.C. Point in one Bedroom.	Rs. _____/-
Four-Wheeler Covered Parking / Garage _____ sq. ft.	Rs. _____/-
Total	Rs. _____/-
Add: GST	Rs. _____/-
Gross Consideration	Rs. _____/-
Registration cost as applicable on Allottees account only	

Note: GST is based on current rate of GST. In case of any variation therein, in the consideration amount shall also undergo change.

Explanation

- I. The total price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.
- II. The total price above includes taxes (consisting of tax paid or payable by the promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate.

Provided that in case / 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 schedule date of the completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the authority, as per the act, the same shall not be charged from the Allottee.

- III. The promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the

Promoter shall provide the Allottee the detail of taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes / levies etc., have been imposed or become effective.

- IV. The total price of apartment includes recovery of price of land, construction of (not only the apartment but also) the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with outside 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 and the project.
- 1.3** The total price escalation-free, save and except increases which the Allottee hereby agrees to pay you to increase on account of development charges payable to the competent authority and / or any other increasing 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 Allottee for increase in development charges, cost / charges imposed by the competent authority, the promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being imposed 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 schedule date of completion of the project as per the 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 plans set out in **Schedule "C", ("Payment Plan")**.
- 1.5** The Promoter may allow, in its sole discretion, a rebate for early payments of installment(s) payable by the Allottee by discounting such early payments @ 01 (one) % per annum for the period 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 addition and alteration in sanctioned plans, layout plans and specification and the nature of fixtures, fittings, amenities described herein schedule "D" and the 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 provision of the Act.
- Provided that the Promoter may make such minor addition 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/completion certificate is granted by the competent authority, by furnishing details of 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 shall be recalculated upon confirmation by the promoter, if there is reduction in the carpet area then the promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rates prescribed in the rules, from the date when such an excess money paid by the Allottee. If there is any increase in 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 promoters shall agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below

- (i) The Allottee shall have exclusive ownership of the apartment.
- (ii) The Allottee shall also have undivided proportionate share in the common areas. Since the share interest of Allottee in the common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of Allottees after duly obtaining the completion certificates from the competent authority as provided in the act.
- (iii) That the computation of the price 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 paints, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per the para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the apartment and the project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development and his apartment, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the apartment along with _____ garage/covered parking shall be treated as a single indivisible unit for all the purposes. It is agreed that the project is an independent, self-contained project covering the said land and is not a part of any other project or zone and shall not form a part of and /or linked/combined with other project in its vicinity or otherwise except for the purpose of integration if infrastructure for the benefit of Allottee. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of Allottees of the Project.

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which he has collected from the Allottees, for payments of outgoing (including land cost, ground rent, municipal or other 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 outgoing 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 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 therefore by such authority or person.

- 1.11** The Allottee has paid a sum of Rs. _____/- (Rupees _____ Only) as booking amount being part payment toward 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 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 or electronic transfer (as applicable)] In the favour of 'KMR Construction' payable at Asansol.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act,1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s)made thereof and all other applicable laws including that of remittance of payment acquisitions/sale/transfer of immovable properties in India etc. and provide the promoter with such permission, approvals, which would enable the promoter to fulfill its obligations under this agreement. Any refund, transfer of securities, if provided in terms of agreements 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 events of any of failure of 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 be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENTS/APPROPRIATIONS 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 No. in "SIDDHIVINAYAK ABASAN"**, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities, and facilities [annexed along with this agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the term in this agreement, the promoter undertakes to strictly abide by such plans approved by competent authorities and shall also be strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Asansol Municipal Corporation Act and Rules / Govt. of West Bengal and shall not have an option to make any variation/alteration/ modification in such plans, other than in the manner provided under the act, breach of this term by the promoter shall constitute a material breach of the agreement.

7. POSSESSION OF THE APARTMENT :

7.1. Schedule for possession of the said apartment – The Promoter agrees and understands that timely delivery of possession of the apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the agreement. The promoter assures to hand over possession of the apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____ 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 rest estate project ("Force majeure"). If, however, the completion of project is delayed due to the force majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the 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 30 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 proprietor shall be released and discharged from all its obligation and liabilities under this agreement.

7.2. Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate / completion certificate from the competent authority shall offer in writing the possession of the apartment, to the Allottee in terms of this agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed of 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, agrees to pay the maintenance charges as determined by the Promoter/Association of the Allottees, as the case may be after the issuance of the completion for the project. The promoter shall handover the occupancy certificates of the 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 Apartment – Upon receiving a written intimation from the promoter as per para 7.2, the Allottee shall take possession of the apartment from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement. And the promoter shall give possession of the apartment to the Allottee. In case the Allottee fails to take possession within the time period in para 7.2 such Allottee shall continue to liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee – After obtaining occupancy certificates and handing over physical possession of the apartment to the Allottees, it shall be the responsibility of the promoter to hand over the necessary documents and plans, including common areas, to the Allottee or the competent authority, as the case may be, as per the local laws; Provided that, in the absence of any local laws, the Promoter shall hand over the necessary documents and plans, including common areas, to association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

7.5 Cancellation of 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 to 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 any law for the time being in force.

Except for occurrence of *Force Majeure* event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this agreement, duly completed by the date specified in para 7.1; (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 amount received by him in respect of the apartment, with interest at the rate prescribed in the rules including compensation in the manner as provided under the act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the rules for every month of delay, till handing over the possession of the apartment which shall be paid by the Promoter to the Allottee within forty-five days of becoming it due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon said land and absolute, actual, physical and legal possession of the said land for the project;
- (ii) The promoter has lawful rights and requisite approvals from the competent authority to carry the 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 land said, project or the apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said land and apartment are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said land, building and apartment and common areas;
- (vi) The promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing. Whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The promoter has not entered into any agreement for sale/or development agreement or any other agreement/ arrangement with any person or party with respect to the said land including the project and the said apartment which will, in any manner, affect the right of the Allottee under this agreement;
- (viii) The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee in the manner contemplated in this agreement;
- (ix) At the time of execution of conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x) The scheduled property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or minor has any right, title and claim over the schedule property;
- (xi) The promoter has duly paid and shall continue to pay and discharge all government dues, rates charges and taxes and other monies, levies, impositions, premiums, damages and or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications. Amenities and. Facilities) has been handed

over to the Allottee and the association of Allottees or the competent authority, as the case may be;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails complete the project within stipulated time disclosed at the time of the registration of the project with the authority. For the proposed of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is completed in all respects including the provision of all specifications, amenities and faculties, as agreed to between the parties and for which occupation certificate and completion certificate, as the case may be, has been issued by competent authority;
- ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provision of the act or the rules or regulations made there under.

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

- i) Stop making further payments to Promoter as demanded by the promoter. If the Allottee stops making payments the promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest.
- 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 the interest at the rate prescribed in the rules within forty five days of the receiving the termination notice:
Provided that where and Allottee does not intend to withdraw from the project or terminated the agreement, he shall paid, by the promoter, interest at the rate prescribed in the rules for every month of daily till the handing over of the Apartment, which shall be paid by the promoter to the Allottee within forty five days of it becoming due.

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

- i) In case the Allottee fails to make payment for consecutive demands make by the promoter as per the payment plan annexed hereto, despite having been issued a

notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate described in the rules:

- ii) In case default by Allottee under the condition listed above continues for a period beyond one consecutive months after notice from the promoter in this regard, a promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated:

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

10. CONVEYANCE OF THE SAID APARTMENT:

The promoter, on receipt of total price of the Apartment as per para 12 under the agreement form the Allottees shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the common areas within three months from the date of issuance of the occupancy certificate and the completion certificate as the case may be, to the Allottee.

[Provided that in the absence of local law, the conveyance deed in favour of the Allottee shall be carried by the promoter within three 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 / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the projects till the taking over the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the total price of the Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defects or any other defects 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 Allottee 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 promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency / association of Allottees shall have right of unrestricted access of all common areas, garages/covered parking and parking space for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and / or maintenance agency to enter into the [Apartment/plot] or any part thereof, after due notice

and during the normal working hours unless the circumstances warrant otherwise with a view to said right any defect.

14. USAGE:

Use of ground floor and service area: The ground floor and service areas, if any, as located within the “**SIDDHIVINAYAK ABASAN**”, shall be earmarked for purpose such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, pumps room, maintenance and services rooms, and equipment’s etc and other permitted uses as per sanctioned plan. The Allottee shall not be permitted to use the services areas and the ground floor in any manner whatsoever, other than those earmarked as parking space and the same shall be reserved for use by Association of Allottees formed by the Allottee for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above , the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his / her own cost, in good repair and condition and shall not do suffer to be done anything in or to the building, or the Apartment, or the staircase, lifts, common passage corridors, circulation, areas, atrium or the compound which may be in violation of any loss or rules of any authority or change or alter or make additions of the Apartment and keep the Apartment, its works and partition sewers, drains, pipe and appurtenances thereto or belongings 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 he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the project, building therein or common areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carryout any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the Association of Allottee and or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damage arising out of bridge of any of the aforesaid condition.

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

The Parties are entering into this agreement for allotment of a Apartment with the full knowledge of all laws, rules, regulation, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTION

The Promoter undertakes that it has no right to make addition or to put up additional structure(s) anywhere in the project after the Building plan, layout plan, sanction plan and specification, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. PROMOER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the promoter executes this agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provision of the West Bengal Apartment Ownership Act, 1972.

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

20. BINDING EFFECT:

Forwarding this agreement to the Allottee by the promoter does not create a binding obligation on the part of the promoter or the Allottee until, firstly, the Allottee signs and delivers this agreement with all the schedules along with the payment 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 i.e., Additional District Sub – Registrar, Asansol, as and when intimated by the promoter. If the Allottee(s) fails to execute and deliver to the promoter this agreement within thirty days from the date of its received 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 received by the Allottee, Application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in the connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation in whatsoever.

21. ENTIRE INTIMATE:

This agreement, along with its schedules, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondence arrangements whether written or oral, if any, between the parties in regard to the said apartment or plot or 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 AGREEMENTS APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEE(s):

It is clearly understood and so agreed by and between the parties hereto that all the provision contained herein and the obligations arising hereunder in the respect of the Apartment and the project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may at its sole option and discretion, without prejudice to its rights as set out in this agreement, waive the breach by the Allottee in not making payments as per the payment plan (Schedule "C", Part - II) including waiving the payment of interest of delayed payments. It is made clear and so agreed by the Allottees 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 or enforce at any time or any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made there under 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 WHEREEVER REFERRED TO IN THE AGREEMENT :

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

27. FURTHER ASSURANCES:

Both parties agree that they shall execute, knowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Asansol, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Additional District Sub Registrar, Asansol. Hence this Agreement shall be deemed to have been executed at Asansol, Dist. Paschim Bardhaman.

29. NOTICES:

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

_____ Name of Allottee
_____ (Allottee Address)

K.M.R. Construction, G.T. Road (West), Gopalpur,
District Paschim Bardhaman, (W.B.), Pin – 713304.

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 Allottee 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 documents signed by the Allottee in respect of the apartment, plot or building, as they 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 or the Allottee, plot or building, as the case may be, shall not be construed to limit the rights and interest of the Allottee under the agreement for sale or under Act or the rules or the regulations made there under.

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 Rules and Regulations made hereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION :

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

34. That during the construction works of the concerned flat inside changes can be made except that of kitchen and bathroom, upon the prior approval of the Allottee and the Firm's Engineer and changes in outside elevation/design shall not be allowed at any point of time or in future.

35. That the Allottee shall not assign the transfer his/her/their right or interest in the said Flat or those derived under this agreement to any other party (excepting any Bank or Financial Institution for obtaining loan purpose) until full payment is made thereof as agreed hereunder to the Promoter.

36. On the Date of Possession the Allottee shall be deemed to be completely satisfied with all aspects of the said flat and appurtenances, including measurement of the said Flat and shall pay Rates and Taxes (Proportionately for the building and wholly) for Said Flat and Appurtenances. from the date of possession and until the Said Flat and Appurtenances is separately assessed in the name of the Allottee in respect thereof and furthermore, the Allottee also agrees to pay the Common Expenses/Maintenance Charges as be tentatively decided by Promoter and later by the Association on monthly basis from the very next month of taking Possession. It is clarified that Common Expenses / Maintenance Charges do not include the Rates & Taxes.

37. That in event of death of the Party hereto of the Allottee, his legal heirs(s) shall be entitled to take delivery of the said flat after satisfying all the terms and conditions mentioned in this agreement.

38. That the Allottee(s) shall not at any time claim partition of the said undivided share in the land comprised in the portion and/or in common portion area utilities and facilities in the premises and building in which the Allottee(s) has/have any right in common other co-owners.

39. THE ALLOTTEE(S) OF FLAT SHALL NOT DO THE FOLLOWING.

- 39.1** Not to injure harm or damage the common portion or any other unit in the building by making any alteration or withdrawing any support or otherwise.
- 39.2** Not to alter any portion elevation or colour of the building.
- 39.3** Not to throw or to accumulate or cause to be thrown or accumulated any dust, ashes, rubbish or other used articles in to the common portions save and except at the place indicated therefore.
- 39.4** Not to carry or caused to be carried on any obnoxious, injurious, noisy, dangerous, hazards, illegal or immoral activity in or through the unit in the common portions.
- 39.5** Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants.
- 39.6** Not to use or allow the unit or any part thereof to be used for any clubs, meeting, conference, nursing home, hospital, Boarding house, eating place, restaurant or any other similar purpose.
- 39.7** Not to put or affix any signboard, name plate, and other similar articles in common portions or outside walls of the building and/or outside the entire unit said and except at the place(s) provided thereof approved in writing by the party hereto of the Allottee or the Association. Provided that nothing contained in this clause shall prevent the Allottee(s) for display in a decent manner.
- 39.8** Not to keep store any offensive combustible, obnoxious, hazards or dangerous Article in the unit.
- 39.9** Not to keep any domestic animals or pets save and except in the manner permitted in writing by the party hereto of the Allottee or the Association or the concerned Municipal Corporation or by the Other Authorities.
- 39.10** Not to change the outside colour of his portions or any outside decoration of their allocated surface area.
- 39.11** Not to keep any heavy articles or things which likely to damage the floor or operate any machine other than household usual appliances(like washing machine, Refrigerator, sewing machine, mixer grinder, etc)
- 39.12** Not to change the name of the building or named and/or altered by the Allottee(s) from **“SIDDHIVINAYAK ABASAN”** for any reason whatsoever.

40. COMMON EXPENSES:

The cost of maintenance, replacing, white washing, painting and decorating of the main structure of the said building including the exterior thereof and in particular of the common portion of the roof, landing and structure of the building, rainwater pipes, water tanks, water tax and other taxes, lift, motor pumps, well water, and electrical wire, sewage, drain, transformer, common toilet cost of security guard (if any) and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the Allottee(s) and other occupiers thereof, will be jointly borne by the Allottee(s) proportionately.

41. GENERAL CONDITION

That all cost on account of individual or additional work beyond the specification as per Schedule "D" shall be borne by the Allottee(s) upon approval of the estimate and after receipt of payment.

All stamp duty, registration charges/fees, legal charges and allied expenses on account of execution and registration of this agreement for sale as also the sale deed and/or conveyance deed and other documents to be executed and / or registered in pursuance hereof and shall be borne and paid by the Allottee(s) in favour of the Advocate/s appointed by the Promoter.

42. DEFINITIONS

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

- a) **"Said Building"** shall mean the building named **"SIDDHIVINAYAK ABASAN"** more fully described in the **Schedule "A"**.
- b) **"Carpet Area"** – shall mean the net usable floor area of any flat/unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat/Unit.
- c) **"Built – up Area or Covered Area"** – shall mean and include the carpet area of any unit in the said building and the area of the balcony(ies) / verandah(s) therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.) if any, therein **PROVIDED THAT** if any wall or column or pillar be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit.
- d) **"Super Built-Up Area"** shall mean and include the Built – up Area or Covered Area of any unit and shall include the proportionate share of the areas of the Common Areas in the said Building, attributable to such unit as shall be determined by the promoter in its absolute discretion. It is clarified that Super Built-up Area has been only for reference sake and has nothing to do with the pricing or other aspects of the said unit agreed to be purchased by the Allottee.
- e) **"Specifications"** shall mean and include the specifications of construction/materials/finishes to be provided and/or utilized by the Promoter in constructing the Residential Buildings more fully described in Schedule – "D"
- f) **"Allottees"** shall mean all the buyers/owners who from time to time have purchased or have agreed to purchase from the Promoter and taken possession of any unit in the said Building including the Promoter for those units and other constructed spaces not alienated by the Promoter and/or reserved and/or retained by the Promoter for their own exclusive use and/or not sold by the Promoter.
- g) **"Units"** shall mean the independent and self-contained flats/unit and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the said building at the said premises and wherever the context so permits or intends shall include the balcony(ies)/verandah(s) and/.or other properties benefits and rights, if any, attached to the respective flats and also the proportionate undivided impartible share in the common Areas and Installations, Attributable thereto.
- h) **"Parking Spaces"** shall mean open parking spaces in or portions of the Ground floor of the said Building at the said Premises. The promoter has assured the Allottee that the Promoter shall allot the parking spaces on the basis of 'first come first serve'. Allottee who has booked one car parking space shall be entitled to park one car only. No two-wheeler/s will be permitted to be parked beside the booked parking space. Two-wheeler space, if required, will have to be booked separately.

- i) **“Agreement for sale”** shall mean this agreement whereby the Allottee has/have agreed to purchase and acquire the said unit on Ownership basis for the consideration and on the terms and conditions herein contained.
- j) **“Date of Possession”** shall mean the date on which the Allottee takes actual physical possession of the said unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical terms of the said Unit or not, whichever be earlier.
- k) **“Date of Completion of construction”** shall mean the date of issue of the Completion Certificate from the Asansol Municipal Corporation.
- l) **“Plan”** shall mean the Building Plan vide Memo No. 862/BP/AMC/HO/20 dated 16/10/2020 sanctioned by Asansol Municipal Corporation.

43. The Allottee has examined and got himself fully satisfied about the title of the Landowner to the said premises and all legal incidents and matters in relation thereto and / or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make requisition in connection therewith.

The Allottee has also inspected the Building plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto. The Allottee agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto.

The Allottee is fully aware of the fact that additional floor(s) are proposed to be sanctioned on the presently sanctioned floor(s) and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. It is clarified that the foundation of the Apartment has been planned to take the entire load of additional floors.

44. OTHER PROVISION:

44.1 The Allottee shall apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

44.2 In case of any amount being due and payable by the Allottee to the Promoter, the Allottee shall not be entitled to let out, transfer or part with possession of the said unit till the time the same are fully paid.

44.3 The Allottee doth hereby consent agree and grant permission to the Promoter for the construction and addition of further storeys and additional Constructions in the building(s) if intended to be built by the Promoter in strict compliance of the rules of the Asansol Municipal Corporation.

IN WITNESSS WHERE OF parties hereunder 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.

DISCLAIMER:

We confirm that after serial no 33 we have added some additional clauses which is under serial no 34 to 44 and the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (Including joint buyers)

(1) Signature _____
Name _____
Address _____

Please Affix
Photographs
and sign
across the
Photograph

(2) Signature _____
Name _____
Address _____

Please Affix
Photographs
and sign
across the
Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(3) Signature _____
Name _____
Address _____

Please Affix
Photographs
and sign
across the
Photograph

(4) Signature _____
Name _____
Address _____

Please Affix
Photographs
and sign
across the
Photograph

(5) 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 _____

THE 'A' SCHEDULE ABOVE REFERRED TO:

(Said Original Premises)

All that piece and parcel of land, containing altogether and aggregate area of 36 (thirty six) Decimal equivalent to more or less 21.82 Katha comprised in R.S. Plot No. 738 under R.S. Khatian No. 404, 652, 654 & 650, corresponding L.R. Plot No. 1100 under L.R. Khatian No. 1230, measuring 14 Decimal and in R.S. Plot No. 747 under R.S. Khatian No. 197, corresponding L.R. Plot No. 1107 under L.R. Khatian No. 1230, measuring 22 Decimal out of which approx. 22.20 (twenty two point two zero) Decimal equivalent to more or less 13.45 Katha (a little more or less) is being developed upon which the proposed G+4-storied residential-cum-commercial multi-storied building named as "**SIDDHIVINAYAK ABASAN**" is being constructed together with easement rights attached thereto situate lying at and comprised in Mouza Gopalpur, J.L. No. 10, P.S. Asansol (South), District Paschim Bardhaman, Ward No. 54, Under Asansol Municipal Corporation shown with Red border on the plan hereto annexed butted and bounded.

The Butted and Bounded of the Schedule Apartment as follows: -

North: Property of Shyam Narayan Shaw.

South: Property of the Promoter.

East : Property of the Promoter.

West : 25'-0" feet wide Road.

THE B SCHEDULE ABOVE REFERRED TO

PART-I

(Said Unit)

In the District of Paschim Bardhaman, P.S. Asansol (South), ALL THAT piece and parcel of a Residential Unit/Flat being No " _____ " (_____ **Corner**), having **Carpet area** of approx. _____ **Sq. Ft.** [**Built up Area/Covered Area** whereof being _____ Sq. Ft. {inclusive of the area of the balcony, lift, staircase, etc.} and **Super Built up Area** being _____ Sq. Ft. which is inclusive pro rata share in the Common area and Installations] more or less **on the** _____ **Floor**, in the multi-storied building namely "**SIDDHIVINAYAK ABASAN**" upon Mouza Gopalpur, J.L. No. 10, P.O. Asansol-4, P.S. Asansol (South), District Paschim Bardhaman, Ward No. 54, under the limits of Asansol Municipal Corporation, consisting of _____ Bed Rooms, One Drawing-cum-Dining Room, One Kitchen , _____ Toilet/Bathrooms (one Attached), _____ Open Balcony, of the said Multi-Storied Building which is under construction which

has been shown in the enclosed floor plan together with undivided proportionate share or interest of the land underneath out of the total land and all easement rights of the **SCHEDULE A** land above written.

With right to park only One Motor Car having super-built up area of approx. 135 Sq. Ft. (including the proportionate share of the driveway) in the common parking area in the Ground floor of the said building, exact location to be identified by the Promoter on the basis of 'first come first serve' basis on or before the deemed date of Possession or at the time of handover.

The Unit to be sold is butted and bounded as follows:-

North:

South:

East:

West:

PART - III
(FLOOR PLAN OF THE FLAT AND THE GARAGE)

SCHEDULE "C"

(Payment Plan)

The total consideration amount shall be paid by the Allottee to the Promoter by A/C. Payee cheques /Demand Draft/Banker's Cheque/online payment/RTGS/NEFT drawn in favour of **"K.M.R. CONSTRUCTION"** as follows:-

- | | |
|--|--|
| a. At the time of booking | : Rs.1,00,000/- |
| b. At the time of agreement | : 15 % of the consideration (minus the booking amount) |
| c. On the Ground Floor casting | : 20% of the consideration |
| d. On the 1 st Floor casting | : 10% of the consideration |
| e. On the 2 nd Floor casting | : 10% of the consideration |
| f. On the 3 rd Floor casting | : 10% of the consideration |
| g. On the 4 th Floor casting | : 10% of the consideration |
| h. At the time of brick works & inside plaster | : 10% of the consideration |

- i. At the time of flooring : 10% of the consideration
- j. At the time of Handover/Registration : 5% of the consideration + Extra Charges

Note: GST and all the other taxes/levies which may be made applicable will be charged extra.

Registration/Handover: Will only be done after full and final settlement of accounts.

SCHEDULE "D"

(SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT))

Floor & Bathroom: Good quality floor tiles will be used in bedrooms and other places and marble in toilets and kitchen and balcony. Stair slabs will be marble and tiles. Good quality standard size glazed tiles would be used in toilets walls up to 5' height. In kitchen 03 feet from cooking slab and steel sink will be provided. Cooking slab will be of granite. In dining place branded basin and pillar cock would be provided. In both the toilets standard white branded commode would be provided, however, if the Allottee(s) otherwise demands any changes in the specification shall inform to the Promoter and if so then the difference in cost if any would be on account of the Allottee(s). In the common bath room one point for Geyser, one overhead shower and one tap for toilet would be provided and in the attached toilet two tap (one for bucket and one for toilet) and one corner basin in any one of the toilet/s would be provided. Bath rooms will be fitted with exhaust points.

Loft : One Loft in any suitable position inside the unit will be provided.

Doors - All door frames (except bath rooms) would be of waterproof flush door (kitchen door will be open without frame). Front door would be laminated. Bathroom doors would be of PVC with PVC frame.

Windows- All out side windows (except balcony and kitchen) will be of Aluminium slide with glass. Windows would be protected with Iron Grill & Grill would be painted. Balcony shall be half covered with iron Grill. All inside walls would be finished with wall putty and a coat of primer.

Lift : Five passenger standard Lift will be installed in the location marked in the Plan.

Staircase : Staircase in the location marked in the Plan will be provided.

ELECTRICAL WIRING: All wiring will be concealed. Each room shall be fitted with switch board in which one five amp. plug point, one tube point, one bulb point, one fan point, one night bulb point. Kitchen will be provided with one Mixture grinder point, one exhaust/chimney point (any one), one aqua guard point and one light point. Living / dining room will be provided with two 15 amp plug point for Refrigerator point and Invertor, two nos. five amp. Plug points, one T. V. point, one cable point, two tube light points, two bulb points, two fan points. Attached bath room will be fitted with one light point and common bath room will be provided with Geyser point and one light point. Balcony will be fitted with one light point. All the above electrical switches, boards will be of branded companies.

All flats owner(s) require to get individual electric connection from India Power and all charges in this regard shall be paid by the Allottee directly to WBSEDCL.

Internal Walls : All the interior walls will be finished with wall putty and a coat of primer.

Extra Work: Extra work other than the standard specification as above shall be charged extra and such amount shall be deposited before execution of such work as per market rate.

SCHEDULE "E"
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintain repairing redecorating and renewing etc., of the common areas, the main structures and in particular the top roofs, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Building and enjoyed or used by the Allottees in common with each other, main entrance and exit gates, landings and staircase of the said building and enjoyed by the Allottees in common as aforesaid and the boundary walls entrance and exit gates , passages, driveway, landings, staircases and all other parts of the said building so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions. It is clarified that expenses pertaining to cleaning, house-keeping, maintenance etc., of parking spaces shall be from the common expenses.
2. **OPERATIONAL:** All expenses for running and operating all machines equipment's and installations comprised in the common in the Common areas and Installations (including Lift, Water pump with motor, etc.) and common electric meter bills, lighting in the common areas, staircase, etc. and also the costs of the repairing, renovating and replacing the same, etc.
3. **STAFF:** The salaries of and all other expenses of the staff(s) to be employed for the common purposes (e.g., security guard, electrician, plumber, sweepers, maintenance persons, etc) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
6. **OTHER:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-Charge for the common expenses.

[THE SCHEDULES TO THIS AGREEMENT FOR SALE SHALL BE AS AGREED BETWEEN THE PARTIES]

K. M. R. Construction
Michir Roy

Partner