

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this day of '20.....
at Burdwan

BETWEEN

SRI ANIRUDDHA DUTTA son of Alok Kumar Dutta (**PAN : CABPD3922K**), by faith - Hindu, by occupation - Pvt. Service, resident of Kamalakanta Kali Bari Lane, P.O. - Nutanganj, P.S. - Burdwan, District - Purba Burdwan, PIN - 713102, W.B., hereinafter called the "**LAND OWNER / VENDORS**" all are represented through their Constituted Power of Attorney Holder **SRI BHASKAR GHOSH**, son of Bhawani Ghosh (**PAN No. AHWPG6681J**), by faith - Hindu, by occupation - Business, residing at Chotonilpur, P.O., P.S. & District - Burdwan, *vide. Registered Development Power of Attorney, Execution dated 27-02-2019, being No. 1676 for the year 2019 at A.D.S.R., Burdwan* (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representative and assigns) of the **FIRST PART.**

AND

1. **SRI/ SMT.** son/wife of, by faith -, by Nationality - Indian, by Occupation -, **PAN :**,

2. **SRI/ SMT.** son/wife of, by faith -, by Nationality - Indian, by Occupation -, **PAN :**,

Both are resident of, P.O., P.S. -, District -, Pin -, West Bengal, both are hereinafter called the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representative and assigns) of the **SECOND PART.**

AND

"**NIRMAN INFRASTRUCTURES**", a sole proprietorship concern, having its registered business office at 63 R.N. Guha Road, P.O. & P.S. - Dum Dum, District - North 24 Parganas, Kolkata - 700028, represented by its sole proprietor **SRI BHASKAR GHOSH**, son of Bhawani Ghosh, by faith - Hindu, by occupation - Business, residing at Chotonilpur, P.O., P.S. & District - Burdwan (**PAN No. AHWPG6681J**), hereinafter called the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context

be deemed to mean and include his heirs, executors, administrators, representative and assigns) of the **THIRD PART**

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

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires:-

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

WHEREAS

A.The First Schedule mentioned property situated at at **Mouza - Burdwan**, J.L. No. 30, comprised in R.S. Plot No. 472 corresponding to **L.R. Plot No. 3237** under **L.R. Khatian No. 19578**, Land Measuring - 7.00 satak (more or less) Bastu land, being Municipal Holding No. 55 in P.S. - Burdwan, District - Purba Burdwan within the local limits of Ward No. 28, Borehat Mohalla under **Burdwan Municipality**, A.D.S.R. Office Burdwan, West Bengal, previously owned and possessed by Anil Kumar Dutta, he purchased the said property from Rabindra Prossana Gupta by virtue of a Registered Deed of Sale being No. 7200 of 1957, dated 10.12.1957, registered before D.S.R., Burdwan, where Anil Kumar Dutta as **Purchaser AND** Rabindra Prossana Bramha as **Seller**.

AND WHEREAS while the said Anil Kumar Dutta was in possession, he transferred 3.50 satak land in R.S. Plot No. 472 corresponding to **L.R. Plot No. 3237** to Arindam Dutta by virtue of a Registered Deed of Gift being No. 6155 of 2015, dated 15/10/2015, registered before A.D.S.R., Burdwan, where Arindam Dutta as **Donee AND** Anil Kumar Dutta as **Donor**.

AND WHEREAS by another Registered Deed of Gift being No. 4590 of 2016, dated 17.06.2016, registered before A.D.S.R., Burdwan, where Anil Kumar Dutta transferred his rest portion i.e. 3.50 satak land in R.S. Plot No. 472 & **L.R. Plot No. 3237 of Mouza - Burdwan** to Aniruddha Dutta i.e. the present Land Owner..

AND WHEREAS as the owner of 3.50 satak land in R.S. Plot No. 472 & **L.R. Plot No. 3237**, said Arindam Dutta again transferred the same i.e. 3.50 satak land in R.S. Plot No. 472 & **L.R. Plot No. 3237** to Aniruddha Dutta i.e. the present Land Owner by virtue of a Registered Deed of Gift being No. 4593 of 2016, dated 17/06/2016, registered before A.D.S.R., Burdwan, where Aniruddha Dutta as **Donee AND** Arindam Dutta as **Donor**.

AND WHEREAS sole owner and possessor of 7.00 satak land in R.S. Plot No. 472 & **L.R. Plot No. 3237 of Mouza - Burdwan, said** Aniruddha Dutta i.e. the present Land Owner acquired right title interest and possession thereon and he recorded his name in the L.R. Records of Rights, under L.R. Khatian No. 19578 of Mouza - Burdwan by paying Govt. Revenue to the Govt. of W.B. and being the present Land Owner said Aniruddha Dutta also paid Tax to Burdwan Municipality.

AND WHEREAS the LAND OWNERS are absolutely seized and possess and absolutely entitled the 7.00 satak (more or less) Bastu land morefully and particularly described in First schedule below which is free from encumbrances and they wanted to construct a multistoried building on the aforesaid property by appointing a promoter / Developer on Joint Venture basis.

A. The Said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings, car parking spaces and the said project shall be known as SAI ANIRBAN RESIDENCY ("Project");

B. 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 Page 3 of 35 Promoter regarding the Said Land on which Project is to be constructed have been completed;

C. The erstwhile Owners have duly intimated the Bardman Municipal Corporation about commencement of construction of its project "SAI ANIRBAN RESIDENCY " vide its letter dated 05.10.2018;

D. The erstwhile owners of the Said Land has obtained the final layout plan, sanctioned plan, specifications and approvals for construction of a multistoried Residential Building, car parking spaces and other constructed areas from Bardman Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

E. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.

F. The Allottee had applied for an apartment in the Project vide application and has been allotted apartment hereinafter referred to as the "Apartment" more particularly described and the floor plan or the apartment is annexed hereto and marked as Annexure;

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

H. The Promoter may in future develop further phases on the Land parcels adjacent to said premises, and reserve the right to share common infrastructure and other amenities with such future phase/phases in terms of Rule 10 under the said act.

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, 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

AND WHEREAS accordingly Land Owners offered the **DEVELOPER** to develop the said land by raising a new multi - storied building on the “First” Schedule land.

AND WHEREAS being offered so the Developer enquired about the **VENDORS** title and possession in respect of the said land and on searching and inspection of documents ‘of title the **DEVELOPER** being satisfied regarding the title of the said land, accepted the offer and agreed to develop the said land on joint venture basis and the **VENDORS** and the **DEVELOPER** have come to a consensus with regard to Development of the said land on joint venture basis.

AND WHEREAS the owners of the land i.e. Aniruddha Dutta entered into a Registered Development Agreement being No. 1628 for the year 2019, execution dated 26/02/2019, registered at the office of the A.D.S.R, Burdwan, with the Developer “**NIRMAN INFRASTRUCTURES**” and thereafter the said Land Owner i.e. Aniruddha Dutta also executed a Registered Development Power of Attorney, Execution dated 27-02-2019, being No. 1676 for the year 2019 at A.D.S.R., Burdwan, by which they appointed Developer - SRI BHASKAR GHOSH as constituted attorney on their behalf of do all such acts and things as stipulated therein the Power of Attorney and they entered into a Development Agreement. According terms of agreement in between them as also the POA (Power of Attorney) granted in favour of Developer, the Developer got sanctioned building plan vide. sanctioned Plan being Regd. No. 1345, dated 26/09/2018 for construction but in the name of **Aniruddha Dutta**, being sanctioned residential cum commercial building for construction of G + IV building with car parking space upon the property as mentioned above.

AND WHEREAS by virtue of the said Agreement and as constituted attorney the **DEVELOPER** intended to sell and dispose of the **FLATS, CAR PARKING SPACE** and other spaces with undivided proportionate share in land in the newly constructed building.

AND WHEREAS the **PURCHASERS** herein approached the Developer / Confirming Party with a proposal to purchase **one residential Flat being No.”** on the **Floor, Measuring - sq. ft. (Super Built - Up Area)** of the side along with proportionate share of land in the building more particularly described in the first schedule hereunder.

AND WHEREAS the purchasers after inspecting the relevant papers of **one residential Flat being No.”** on the **Floor, Measuring - sq. ft. (Super Built - Up Area)** of the side TOGETHER WITH proportionate share of land in the building, approached the **VENDOR/DEVELOPER** for purchasing the same at a Total price of **Rs./- (Rupees)** only and the **VENDOR AND DEVELOPER** accepted the proposal of the purchaser i.e. the **SECOND PART**.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

- 1) The Vendor has agreed to sell and the Purchaser has agreed to purchase **one residential Flat being No.”** on the **Floor, Measuring - sq. ft. (Super Built - Up Area)** of the side TOGETHER WITH proportionate share of land in the building, approached the **VENDOR/DEVELOPER** for purchasing the same at a total consideration amount of **Rs./- (Rupees)** only which is morefully described in the Schedule hereunder.
- 2) That the **PURCHASERS** has paid on or before of the execution hereof to the **VENDOR** a total sum of **Rs./- (Rupees)** only (i.e., 10% of consideration money) as part payment out of total consideration amount of **Rs./- (Rupees)** only and the Vendor herein has acknowledged the receipt thereof.
- 3) That the Purchaser will pay the balance amount of **Rs./- (Rupees)** only only to the **VENDOR AND DEVELOPER** in the following manner:-
 - a) 20% after roof casting
 - b) 20% after brick work
 - c) 20% after flooring
 - d) 20% after sanitary work
 - d) 10% before the time of registration
- 4) That if the **VENDOR AND DEVELOPER** fail and neglected to execute and register the aforesaid **FLAT** after receiving the full consideration amount within the stipulated date to be fixed by the **PURCHASERS** herein, the **PURCHASERS** shall be entitled to file a suit for Specific Performance of Contract Act against the Vendor.
- 5) That if the **PURCHASERS** fails to pay the rest of the consideration money in aforesaid time the **VENDOR AND DEVELOPER** will be at liberty to sale the property to any other person after repaying the booking money received by **VENDOR AND DEVELOPER** as hereunder written.

- 6) That the purchaser undertakes that the construction work of the said flat will be completed through the Developers within **2 (Two) years** from the it will be (May 2022) date of signing this agreement on behalf of the purchaser and under no circumstances, the purchaser shall be allowed to depute any new contractor/person for completion of the construction work of the said flat even partially.
- 7) The purchaser under no circumstances shall be entitled to claim possession of the said flat until the total consideration money of the said flat mentioned in clause no. 3 under this agreement is paid in full and final by him to the developers.
- 8) The developers shall give possession of the said flat to the purchaser on paying full price as per clause no. 3 above and the purchaser shall takes possession 7 days from the date of notice to be served by the developers to him.
- 9) The time of giving possession of the said flat which will be delivered on or before prior from the date of execution of this agreement, will be extended mutually for another six months.

The developers shall not incur any liability if it is unable to deliver the possession of the said flat by the stipulated time due to war, civil commotion, act of God or if the non-delivery of possession is because of any notice order/rule or Notification of the Government, Municipality, and/or other public body.

- 10) On taking possession of the said flat, the purchaser shall be entitled to occupy the said flat and use the same only for residential purpose. The purchaser shall at his own costs keep the same in a proper condition and shall observe and comply with all laws, rules and regulations of the Govt. Burdwan Municipality and any other government bodies, besides, after taking possession of the said flat the purchaser shall have no claim against the Developers in respect of any item of work in the said flat which may be allege not have been carried out in accordance with the agreement, unless the purchaser has intimated the same in writing to the developers on or before taking such possession.
- 11) The purchaser shall be liable to bear al the taxes, charges for electricity required for the building and water that are common until obtaining separate electric meter and separate easement of taxes by the Burdwan Municipality and other services after taking possession of the said flat proportionately.
- 12) The purchaser shall at no time be entitled to demand partition of his interest in the said building and/or the said land and it is being agreed that the purchaser's interest therein is impart able / undivided.
- 13) The purchaser shall not let, give or licence, transfer, re-sell and assign the said flat or nay part of interest therein or agrees to do so until his dues to the developers under this agreement mentioned in clause-3 are paid in full.

- 14) The purchaser agrees with the developers and through the developers with the occupier of the other flats in the said multistoried building the purchaser shall not demolish the flat nor make any addition or alteration to the same without the prior consent in writing from the developers or as the case may be flat/shop/office-room owners' Association of the purchaser except addition alteration of inside portion of the flat /room without disturbing the main structure of the building.
- 15) The purchaser shall keep at his own expenses inside portion of the flat, the drains, pipes, cable wire, etc. in good repairs. The repairing of outside cable, pipes, drain etc. should be undertaken by the flats/shop rooms/office/garage owner's Association/Society or common service or services.
- 16) The purchasers of the different flats/shop room/office space/garages owners' Association. The purchaser hereby agrees to observe and comply with all rules, regulations by laws etc. of such association.
- 17) A conveyance Deed in favour of the purchaser will be made after full payment as mentioned in Clause - 3. The legal advisor of the developers will prepare the documents of such Deed and other documents at the cost of the purchaser. The purchaser will also pay all service tax and other taxes payable.
- 18) The purchaser shall use the said flat for residential purpose and shall not use the said flat in any other manner, which may cause nuisance, annoyance or disturbance to owners of the other rooms and flats of the said building. The purchaser hereby agrees not to use the said flat for any immoral or illegal purposes.
- 19) All letters receipts, notices issued by the developers and dispatched to the address of the purchaser given in the Agreement or notified otherwise in writing shall be deemed to have been duly served on the purchaser after expiry of 7 days of such issue of notice.
- 20) Any unreasonable delay or indulgence of part of the developers in enforcing this agreement or giving possession of the flat to the purchaser within the stipulated time and extra 2 (two) months mentioned in agreement would make liable the developers to pay extra attention to complete the construction work.
- 21) The developers are desirous of selling flat / shop rooms / office / garages in all other floors in the said building to the different parties on ownership basis, as are may be permitted by the Burdwan Municipality and entering into separate agreement with several persons and/or parties in respect of such sale and the purchaser will have no right to object or whatsoever to such sale.
- 22) The Purchaser agrees to bear all costs in respect of the agreement for sale, deed of conveyance, stamp duty and registration charges, advocate fees etc.
- 23) The purchaser shall bear all municipal taxes and other taxes which maybe assessed for his flat from the date of possession of the flat/registration of the flat.

- 24) Any taxes whether levied or liable now or future on land and/or building by any local body and/or Government as the case maybe from the date of possession of the flat will be borne by allottee/s and in case a consolidated demand is made for the land/building as a whole, the same shall be paid by the purchaser in proportion to the area of the flat.
- 25) The purchaser hereby agrees and undertakes to be a member of the proposed flat / shop rooms / office / garages owners' Association and from time to time sign and execute all application for membership and other papers, by-laws and documents for the same for his common interest without raising any objection in any nature.
- 26) The purchaser and the developers shall observe and perform all the by-laws and all the by-laws and all the rules and regulations of the said West Bengal Apartment ownership Act, 1972 or to any statutory modification or re-enactment thereof for the time being inforce, when registered and shall pay and contribute regularly and punctually towards taxes and other expenses including out goings in accordance with the forms of this agreement to the said flat / office owners association on demand.
- 27) That if the purchaser fails to pay installment in time developer conserve the right to cancel the agreement after deducting a sum of Rs. 50,000/- (fifty thousand) only as professional depreciation from the amount received by him as per Clause - 3 of this agreement.
- 28) That the VENDOR AND DEVELOPER represents and states that the abovementioned FLAT is free from all encumbrances what so ever may be and he did not receive any amount from the third party and/or any one and did not executed any Agreement for Sale in favour of any one before execution of this presents and the VENDOR AND DEVELOPER further represent that the aforesaid FLAT is not mortgage property. That all the statements made in the instant agreement are binding upon both the parties.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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

- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas till the date of handing over of the project to the association of allottees;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected; (vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the deed of sale the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees once the same being formed and Registered;
- (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 Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of apartment 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 not;

(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.

MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees, for a maximum period of 1 (one) year upon the issuance of the completion certificate of the project.

DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

USAGE:

The service areas, if any, as located within the (SAI ANIRBAN RESIDENCY), 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

COMPLIANCE OF LAWS, NOTIFICATIONS ETC.BY PARTIES:

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

ADDITIONAL CONSTRUCTIONS:

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

PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. During the period of construction or before that, the promoter may obtain construction Finance but without creating any liability on Allottee.

APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Promoter showing compliance of various laws/ regulations as applicable in said Act.

BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection

therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever

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.

RIGHT TO AMEND:

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

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.

WAIVER NOT A LIMITATION TO ENFORCE:

1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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.

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 conform 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.

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

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

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.

PLACE OF EXECUTION:

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

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 Page 20 of 35 served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail. 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.

JOINT ALLOTTEES: That in case there are Joint Allottees all communications shall be sent by the promoter to the allottee whose name appears first at the address given by him /her which shall for all intents and purposes be considered as property served on all the allottees.

SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, prior to the execution and registration of this Agreement for Sale for such apartment, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

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

MISCELLANEOUS:

1. The Allottee aware that the price of the Apartment is arrived after adjusting the GST input credit to be passed on to the him/her by the Promoter and the Allottee shall not claim, demand or dispute in regard thereto.

2. The Allottee prior to execution of the Deed of Sale nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter subject to payment of administrative charges @2% (two per cent) of the total price to the Promoter.

3. The Allottee agrees and understands that all the standard fitting, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.

4. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

5. In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

6. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.

7. Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some

amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee shall not have any objection to it and further, the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Sale of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire Project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter decides. The Allottee is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Project and in that case the Promoter may decide to provide for a passage way across this Project and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Project and their Association . The Promoter may extend the size of the Project as presently envisaged by causing development of another Project/Phase on land contiguous to the present Project whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Project with shared infrastructure and common facilities which means that the facilities available in this Project will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases.

8. The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

9. The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.

10. In the event of cancellation of allotment The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

11. If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

12. The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

13. The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered sale deed the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against 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.

14. The cost of maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. The Allottee shall before taking possession of the apartment pay @R /- per sq. ft. on the built-up area of the apartment together with applicable GST towards cost of such maintenance for the initial period of one year. The Allottee shall additionally pay @ /- per sq. ft. on the built-up area of the apartment towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder. Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge.

THE FIRST SCHEDULE ABOVE REFERRED TO THE PREMISES.

ALL THAT piece and parcel of bastu land measuring about 7.00 decimals Bastu land situated at **Mouza - Burdwan**, J.L. No. 30, L.R. Khatian No. 19578, comprised in **R.S. Plot No. 472 & L.R. Plot No. 3237**, within the limits of **Burdwan Municipality**, Ward No. 28, Holding No. 55 at Borehat Mohalla, P.O. - Nutanganj, P.S. - Burdwan, District - Purba Burdwan, in the State of West Bengal, which is butted and bounded as follows :

On the North : Property of Ramnath Singh

On the South : Property of Ramesh Chandra Ghosal

On the East : 12 ft. wide Burdwan Municipal Road (UMR 28)

On the West : Property of Bhairab Mukherjee

SECOND SCHEDULE REFERRED TO AS ABOVE

(Description of the said Flat)

ALL THAT one self-contained **one residential Flat being No.**” on the
Floor, Measuring - sq. ft. (Super Built - Up Area) of the side
TOGETHER WITH undivided proportionate impartible share in the land of the G+IV multi
storied building, which is morefully and particularly described in the FIRST SCHEDULE written
above togetherwith proportionate undivided and impartible share of land of the said premises
with common rights in the common area and facility of the said building and the premises

alongwith all other rights and facilities of the building / premises for beneficial use and enjoyment of the said flat and liable to pay all common expenses alongwith other flat owners of the said G+IV multi storied building under construction in Ward No. 28 bearing Holding No. 55, Borehat Mohalla, P.S. - Burdwan, District - Purba Burdwan also under A.D.S.R. Office Burdwan within the local limit of the Burdwan Municipality, which is shown Red color in the annexed sketch map.

SPECIFICATION

1. STRUCTURE :

R.C.C. framed structure as per municipal approved design.

2. BRICK WALL :

Outside main wall will be 8" thick except on cantilever. On cantilever, wall will be 5" thick, Partition wall will be 5" or 3" thick as required. All walls of C.B. & Alm. Will be R.C.C. wall.

3. FLOORING :

All floors of bedrooms, dining cum drawing, Verandah will be of vitrified tiles / marble. Height of skirting will be 4" from floor of same specification.

Floor of kitchen and toilet will be finished marble. Height of skirting is 6".

4. TOILET :

(a) Ceramic tiles will be fitted upto height of 6'-0" or door height from floor level in all toilets.

(b) One (ISI) graded Indian pan in common toilet and one same graded commode in attached toilet including P.V.C./Procilen lowdown cistern will be provided. All procilen fittings are of white colour.

(c) Two Nos. bib cocks will be provided in each toilet.

(d) Plain water concealed line will be provided in one toilet & Kitchen and Hot & Cold concealed line in other Toilet.

5. DINING :

One Vitreous China white wash basin with bathroom sets and mirror will be provided in dining room.

6. KITCHEN :

Kitchen tabletop will be made of 1'-8" wide granite Slab. Ceramic tiles will be fitted on the back side wall upto 2'-0" of table and sink upto a height of 3'-0" from table top level also in view portion. One No. sink and two Nos. bid cock will also provided. Aquagard line will be provided.

7. DOORS & WINDOWS :

All doors and windows frame will be made of Sal wood. Flash door shutter of hard wood, will be provided with suitable fittings for all doors including one Telescopic pipe-holes and a lock will be provided in main entrance door. Both toilets will have PVC frame and shutter. Window shutter will be of Glass in Aluminum paneled. M.S. ornamental grill

8. WATER SUPPLY :

All internal water pipeline will be concealed CPVC of required dia of approved brand. Outside water pipe line will be surface deep tube well with pump-motor submersible will be provided for water supply arrangement.

9. SANITARY :

All fittings of Indian pans, commode, washbasin etc. will be provided of approved I.S.I. brand. For waste water line, P.V.C. pipe will be provided.

10. ELECTRIC :

All Electric line will be concealed of copper made. Two Nos. light points, one No. fan point and one No. plug point will be provided in each bedroom. Three Nos. light points, two Nos. fan points and two Nos. 15 Amp. One No. A.C. Point in Master Bedroom, Plug point will be provided in dining cum drawing room. In each toilet and kitchen, one No. light point and One No. Exhaust point will be provided will be provided. In kitchen - Aqua Guard Point, Chimney Point and One No. 15 Amp. Plug point will also be provided. One No. calling bell point and one No. Light point will also be provided outside the main door,

one nos. of electrical meter will be provided in the flats of the purchaser at the cost of the purchaser and by the cooperation of the purchaser & the developer and the cost will be Rs. 30,000/-

11. PAINTING & FINISHING :

Outside wall will be painted with weather shield. All internal wall surfaces will be finished by wall putti (white finish).

12. LIFT :

Good lift of reputed company will be provided.

13. ROOF TREATMENT :

Will be provided with standard water proof chemicals as per manufacturer specification.

MISCELLANEOUS :

- (a) One no. Loft may be provided if suitable position.
- (b) Clear height will be more or less 9'-0".
- (c) Standard elevation of building will be provided.
- (d) No extra work other than the specification given above will be provided.

IN WITNESSETH WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the "PARTIES" at Burdwan in presence of :

Promoter

Signature:

**Please affix
Photographs
And sign**

Address:

SIGNED, SEALED AND DELIVERED WITHIN NAMED:

Allottee:(including joint buyers)

1.Signature:

**Please affix
Photographs
And sign**

Name:

Address:

2..Signature:

**Please affix
Photographs
And sign**

Name:

Address:

Witnesses :

1.

2.