

AGREEMENT FOR SALE

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

BETWEEN

1. **SRI BISWAJIT DAS** son of Kali Pada Das (**PAN : AKVPD2280N**), by faith - Hindu, by occupation - Business,
2. **SRI ARABINDA DAS** son of Kali Pada Das (**PAN : CMFPD0711G**), by faith - Hindu, by occupation - Business,
3. **SMT. BASANTI DAS (BANIK)** daughter of Kali Pada Das (**PAN : BZPPB8675P**), by faith - Hindu, by occupation - House wife,

All are resident of 5 No. Ichlabad, P.O. - Sripally, P.S. - Burdwan, District - Purba Burdwan, PIN - 713102, W.B., hereinafter called the "**LAND OWNERS / 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 10-02-2020, being No. 1037 for the year 2020 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**

DIFINITIONS:

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 **LAND OWNERS** are absolutely seized and posses and absolutely entitled the 4835 sq. ft. Bastu land (more or less) 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.The property situated at **Mouza - Ichhlabad**, J.L. No. 75, L.R. Khatian No. 9658, 11530 & 9375, comprised in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255**, within the limits of **Burdwan Municipality**, Ward No. 11, Holding No. 291 at Ichlabazar Mohalla, P.O. - Sripally, P.S. - Burdwan, District - Purba Burdwan, in the State of West Bengal, previously owned and possessed by Kalipada Das, he got the said property from the Governor of West Bengal by virtue of a Registered Deed of Indenture being No. 330 of 1988, dated 27.06.1988, registered before Additional District Registrar of Burdwan, where Kalipada Das as **Donee AND** Governor of West Bengal as **Donor**.

AND WHEREAS while the said Kalipada Das was in possession, he transferred 1526 sq. ft. land in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255** to Biswajit Das a by virtue of a Registered Deed of Gift being No. 4448 of 2011, dated 09/06/2011, registered before A.D.S.R., Burdwan, where Biswajit Das as **Donee AND** Kalipada Das as **Donor**. That by another Registered Deed of Gift being No. 4446 of 2005, dated 23/08/2005, registered before A.D.S.R., Burdwan, where Kalipada Das transferred more 1083 sq. ft. land in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255** to Biswajit Das.

AND WHEREAS by another Registered Deed of Gift being No. 4449 of 2011, dated 09/06/2011, registered before A.D.S.R., Burdwan, where Kalipada Das transferred 1897 sq. ft. land in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255** to Arabinda Das.

AND WHEREAS by an separate Registered Deed of Gift being No. 4450 of 2011, dated 09/06/2011, registered before A.D.S.R., Burdwan, where Kalipada Das transferred 329 sq. ft. land in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255** to Basanti Das (Banik).

AND WHEREAS sole owner and possessor of 4835 sq. ft. Bastu land (more or less) in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255 of Mouza - Ichlabad, said**

Biswajit Das, Arabinda Das & Basanti Das (Banik) i.e. the present Land Owners acquired right title interest and possession thereon and they recorded their names in the L.R. Records of Rights, under L.R. Khatian Nos. 9658, 11530 & 9375 of Mouza - Ichlabad by paying Govt. Revenue to the Govt. of W.B. and being the present Land Owner said Biswajit Das, Arabinda Das & Basanti Das (Banik) also paid Tax to Burdwan Municipality.

AND WHEREAS the owners of the land i.e. Biswajit Das, Arabinda Das & Basanti Das (Banik) entered into a Registered Development Agreement being No. 6986 for the year 2018, execution dated 16/08/2018, registered at the office of A.D.S.R, Burdwan, with the Developer “**NIRMAN INFRASTRUCTURES**” and thereafter the said Land Owner i.e. Biswajit Das, Arabinda Das & Basanti Das (Banik) also executed a *Registered Development Power of Attorney, Execution dated 10-02-2020, being No. 1037 for the year 2020 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. 1481, dated 05/10/2018 for construction but in the name of Biswajit Das, Arabinda Das & Basanti Das (Banik), 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/PROMOTER** 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.

B. The said land is earmarked for the purpose of residential building project comprising multistoried apartment building and said project is known as “SAI SANSAR”

C. The Developer is fully competent to enter into this agreement and all the legal formalities with respect to right, title and interest of the Developer regarding the said Land on which Project is to be constructed have been completed;

D. The Bardhaman Municipality has granted the commencement certificate to develop the project vide approval dated **05.10.2018** bearing registration no. **FILE.NO.41-4, REG.NO.1481**

E. The Promoter has obtained the final layout plan, sactioned plan, specifications and approvals for the Project and also for apartment , building, as the case may be from Burdman Municipality. The Promoter agrees and undertakes that it shall not make any changes to these approved plan except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act. With the West Bengal Housing Industry Regulation 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 (building) no. _____ along with garage/covert parking no. _____ admeasuring _____square feet in the _____(location of the garage/cover parking) as permissible under the applicable law and of pro rata share in the common areas(“Common Areas”) as define under clause (m) of Section 2 of the Act (herein after referred to as the “Flat “ more particularly described n Schedule A and the floor plan or the apartment is annexed hereto the 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 laws,rules , regulations,notifications, etc., applicable to the Project;

J.The parties,relying on the confemations,representation 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 all 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/coverd parking (if applicable) as specified in para G.

Now THEREFORE,in consideration of the mutual representation , covenants, assurances,promises and agreements consideration herein and other goods and valuable consideration,th Parties agrees as follows:

1 TERMS:

1.1 Subject to the terms and considerations as detailed in this Agreement,the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase , the (Apartment/flat) as specified in para G.

1.2 The Total Price for the (Flat) based on the carpet area is Rs. _____(Rupees _____only) (“Total Price”) (Give Break up and description):

Block/Building	No. _____	Rate of Apartment per Square feet*
Flat No. _____		
Type _____		
Floor _____		

Total price (in rupees) _____

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

(AND) (if/as applicable)

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

Explanation:

- (i) The Total price above includes the booking amount paid by the allottee to promoter towards the flat;
- (ii) The Total Price above includes Taxes (consisting of tax pad or payable by the promoter by way of G.S.T. and cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter, by whatever name called) up to date of handing over the possession of the apartment/flat to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;
Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such charge/modification;

Provide further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the authority ,which shall include the extension of registration, if any,

Granted to the said project by the Authority, as per the act , the same shall not be changed from the allottee;

- (iii) The Promoyter shall periodically intimate in writing to allottee , the amount payable as stated in (i) above and the allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the act/rules/notifications together with dates from which such taxes /levies etc.have been imposed or become effective;
- (iv) The Total price of Flat includes recovery of price of land ,construction of (not only the Flat but also) the Common areas,internal development charges,external development charges,taxes ,cost of providing electric wiring ,electric connectivity to the apartment, lift , water line and plumbing ,finishing with paint,marbels 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 provide within the flat and Project.

1.3 The Total Price is escalation-free , sav and except increases which the Allottee bereby agrees to pay due to increase on account of development charges payable to the competent authority from and/or other increase in charges which may be levied or imposed by competent authority from time to time.The Promoter undertake and agrees that while raising a demand on the allottee for increase in development charges,cost/charges imposed by the competent authorities,the promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter been issued to the allottee,which shall only be applicable on

subsequent payments. Provided that if there is any new imposition of increase in any development charges after the expiry of the scheduled date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the authority as per Act, the same shall not be charged from the allottee.

- 1.4 The Allottee (s) shall make the payment as per the payment plan set out in **Scheduled C (“Payment Plan”)**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the allottee by discounting such early payments @ -% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an allottee by the promoter.
- 1.6 It is agreed that the Promoter shall not make any additions, alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at schedule “D” and schedule “E” (which shall be in conformity with the advertisement, prospectus etc. on the basis which sale is effected) in respect of the flat 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 * is granted by the competent authority, by the furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter, if there is reduction in the carpet area than the promotion shall refund the excess money paid by the allottee within forty-five days with annual interest at rate prescribed in the Rules, from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Flat, allotted to allottee, the Promoter may demand that from the allottee as per the next milestone of the payment plan as provided in Schedule “C”. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this agreement.
- 1.8 Subject to para 9.3 the promoter agrees and acknowledges, the allottee shall have the right to the flat as mentioned below:
 - (i) The allottee shall have exclusive ownership of the Flat.
 - (ii) The allottee shall also have undivided proportionate share in the common areas. Since the share interest of the allottee in common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them, it is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the flat includes recovery of price of land, construction of (not only the flat) 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, marbels, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes the cost for providing all other facilities, amenities and specifications to be provided within the (apartment/flat) and project;
- (iv) The allottee has the right to visit the project site to assess the extent of development of the project and his flat, as the case may be.

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

1.10 The Promoter agrees to pay all outgoing s before transferring te physical possession of the flat to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cot, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgage 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 flat to the allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and panel charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceeding 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 towards the Total Price of the (Flat) as prescribed in the Payment Plan (Schelude C) as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (through A/c Payee cheque/demand draft/bankers cheque or online payment(as applicable) in favour of.....payable at.....

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999, Reserve Bank of India Act,1934 and the rules and regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition /sale/transfer of immovable properties in India etc. and provide the Promoter with such permission ,approvals which would enable the Promoter to fulfill its obligation under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act,1999 or the statutory enactments or amendments thereof and the rule and regulations of Reserve Bank of India or any other applicable law.The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guideline 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 matter 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 the Agreement . it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws , The promoter shall not be responsible towards any third party making payment/remittances on behalf of any allottee and such third party shall not have any right in the application/allotment of said flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The allottee authorizes the promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the (flat) ,if any ,in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to Adjust his payments in any manner.

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan ,specifications,amenities and facilities of the (apartment) and accepted the floor plan,payment plan and the

specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the promoter. The Promoter shall develop the project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertake to strictly abide by such plan approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the WEST BENGAL HOUSING INDUSTRY REGULATION AUTHORITY Act. 2018 law and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of these terms by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT/FLAT:**

7.1 schedule for possession of the said (Apartment/flat)- The Promoter agrees and understands that timely delivery of the possession of the (flat) 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 (flat) along with ready and complete common areas with all specifications, amenities and facilities of the project in the place on **31st Day of August 2022**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure condition then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the (Apartment/flat).

Provide 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 all Allottee the entire amount received by the Promoter from allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claim etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession**-The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the (Flat), to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. (Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate). The Promoter agrees and undertakes to identify 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, formalities, documentation on the part of the promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The Promoter shall hand over the occupancy certificate of the apartment/flat, 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/flat)- Upon receiving a written intimation from the Promoter as para 7.2, the Allottees shall take possession of the (flat) from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement. and Promoter shall give possession of the (flat) to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee- After obtaining the occupancy certificate* and handing over physical possession of the (flat) to the Allottees, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas, to the association of allottee or the competent authority, as the case may be, as per the local laws;

7.5 Cancellation of Allottee- The allottee shall have right to cancel/withdraw his allotment in the Project as provided in the Act;

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 Compensation- The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. PRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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

- (v) All approvals , licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law.
- (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 interet of the allottee created herein, may prejudicially be affected;
- (vii) The promoter has not entered into any Agreement for sale and/or development Agreement or any other Agreement /arrangement with any person or party with respect to the said Land including the Project (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/flat) to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of excecution of the conveyance deed the Promoter shall handover lawful,vacant ,peaceful,physical possession of the (Apartment/flat) to the allottee and the common areas to the association of allottee or the competent authority, as the case may be;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues , rates, charges and taxes and other monies,levies etc.
- (xi) No notice from the Governament or any other local body or authority or any legislative enactment has been received by or served upon the promoter in respect of the said land of 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 possession of the Apartment/flat to the Allottee within the period specified in para 7.1 or fails to complete project within the stipulated time disclosed at time of registration of the project with Authority .For the purpose of this ready to move in possession shall mean that the apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications,amenities and facilities ,as agreed to between the parties,and for which occupancy certificate and completion certificate ,as the case may be has issued by the competent authority.
- (ii) discontinuance of the Promoter's business as a developer on account of suspension or revocation of this registration under the provisions of Act or the Rules or Regulations made thereunder.

9.2. In case of default by the Promoter's undr the condition listed above , Allottee entitled to the following:

- (i) Stop making further payments to promoter as demanded by the Promoter .if the Allottee stops making payments to promoter shall correct the situation

by completing the construction milestones and only thereafter the allottee be required to make the next payment without any interest ; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the flat ,along with interest at the rate prescribed in the rules within forty five days of receiving the termination notice;

10. CONVEYANCE OF THE SAID APARTMENT/FLAT:

The promoter . on receipt of total price of the flat as per para 1.2 under the agreement from the Allottee , shall execute a conveyance deed and convey the title of the flat together with proportionate indivisible share in common areas within 3 months from the date of issuance of the occupancy certificate * and the completion certificate as the case may be ,to the allottee;

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

AND WHEREAS being offered so the Developer/promoter enquired about the **VENDORS** title and possession in respect of the said land and on searching and inspection of documents of title the **DEVELOPER/PROMOTER** 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. Biswajit Das, Arabinda Das & Basanti Das (Banik) entered into a Registered Development Agreement being No. 6986 for the year 2018, execution dated 16/08/2018, registered at the office of A.D.S.R, Burdwan, with the Developer “**NIRMAN INFRASTRUCTURES**” and thereafter the said Land Owner i.e. Biswajit Das, Arabinda Das & Basanti Das (Banik) also executed a *Registered Development Power of Attorney, Execution dated 10-02-2020, being No. 1037 for the year 2020 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. 1481, dated 05/10/2018 for construction but in the name of Biswajit Das, Arabinda Das & Basanti Das (Banik), 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/PROMOTER** 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/ALLOTTEE herein approached the Developer / Confirming Party with a proposal to purchase **one residential Flat being No.**” on the **Floor, Measuring - sq. ft. (Carpet 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. (Carpet - 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 :SCHEDUL “B”

- 1) The Vendor/developer/promoter has agreed to sell and the Purchaser/Allottee has agreed to purchase **one residential Flat being No.**” on the **Floor, Measuring - sq. ft. (Carpet Area)** of the side TOGETHER WITH proportionate share of land in the building, approached the VENDOR/DEVELOPER/PROMOTER 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/ALLOTTEE 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/PROMOTER 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/PROMOTER 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/ALLOTTEE shall be entitled to file a suit for Specific Performance of Contract Act against the Vendor.
- 5) That if the PURCHASERS/ALLOTTEE fails to pay the rest of the consideration money in aforesaid time the VENDOR AND DEVELOPER/PROMOTER will be at liberty to sale the property to any other person after repaying the booking money received by VENDOR AND DEVELOPER/ALLOTTEE as hereunder written.

THE FIRST SCHEDULE "C" ABOVE REFERRED TO THE PREMISES.

ALL THAT piece and parcel of bastu land measuring about 4835 sq. ft. Bastu land situated at **Mouza - Ichhlabad**, J.L. No. 75, L.R. Khatian No. 9658, 11530 & 9375, comprised in **R.S. Plot No. 831/2619 & L.R. Plot No. 2291, LOP - 255**, within the limits of **Burdwan Municipality**, Ward No. 11, Holding No. 291 at Ichlabazar Mohalla, P.O. - Sripally, P.S. - Burdwan, District - Purba Burdwan, in the State of West Bengal, which is butted and bounded as follows :

On the North : Property of Mr. S. Lahiri

On the South : 21 ft. wide Coloney Road (UMR 11)

On the East : 12 ft. wide Coloney Road (UMR 11)

On the West : Building of Amiya Prova Roy

SVHEDUL "E" 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. (Carpet 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. 11 bearing Holding No. 291, Ichlabazar 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. Out side 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 out side 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 :

Purchaser/Allottee:(if joint)

1.Signature _____

Name _____

Address _____

**Affix photograph
And sign across the
photographs**

2.Signature _____

Name _____

Address _____

**Affix photograph
And sign across the
photographs**

Developer/Promoter:

1.Signature _____

Name _____

Address _____

**Affix photograph
And sign across the
photographs**

OWNER's:

1. Signature _____

Name _____

Address _____

**Affix photograph
And sign across
the
photographs**

2. Signature _____

Name _____

Address _____

**Affix photograph
And sign across
the
photographs**

At _____ **on** _____ **in presence of:**

=====

Witnesses :

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____