

**AGREEMENT FOR SALE**

**BETWEEN**

(1) , PAN: -----S/O-----  
 by Caste - Hindu, by Nationality - Indian, by Occupation Cultivation, resident of Vill. & P.O. -  
 -----, P.S. -----, District Purba Bardhaman, West Bengal, PIN – -----.(2) -  
 -----, PAN: -----S/O-----by Caste -  
 Hindu, by Nationality - Indian, by Occupation Cultivation, resident of Vill. & P.O.-----,  
 P.S. -----, District Purba Bardhaman, West Bengal, PIN -----.(3 -----  
 -----, PAN: -----S/O-----by Caste -  
 Hindu, by Nationality - Indian, by Occupation Cultivation, resident of Vill. & P.O. -----  
 -, P.S. ----- District Purba Bardhaman, West Bengal, PIN – -----.(,  
 hereinafter collectively referred to as **LAND OWNER** (which expression shall, unless

excluded by or repugnant to the context, be deemed include his legal heirs, executors, legal representation and assigns) represented by his Developer as well as Constituted Power of Attorney "**SIDDHIVINAYAK SMART CON**" a partnership firm within meaning of the Partnership Act 1930 having its office at Gar More, ----- P.O. ----- P.S. ----- Dist - PurbaBardhaman, Pin - -----, PAN ----- of its partners -

1. ----- S/o -----, residing at -----, P.S. - Burdwan, Dist - Purba Bardhaman, Pin - -----, Pan- -----.
2. -----, W/o - ----- residing at ----- P.S. - Burdwan, Dist - PurbaBardhaman, Pin - -----, PAN -----
3. -----, S/o -----, by faith - Hindu, by occupation - Business, residing at -----, P.S. - Burdwan, Dist - PurbaBardhaman, Pin - 713102, PAN - -----
4. ----- W/o - ----- by faith - Hindu, by occupation - Business, residing at -----, P.S. - Burdwan, Dist - PurbaBardhaman, Pin - -----, PAN ----- hereinafter referred to as **THE FIRST PART /DEVELOPER / PROMOTER / CONFIRMING PARTY** (which terms or expression shall unless excluded by or made repugnant to the context be deemed to mean and include their legal heirs, successors, successor-in-interest and assignees) of the **FIRST PART**.

**AND**

----- **S/O** - -----, **PAN NO** - -----  
by Nationality- Indian, by Religion- Hindu, by Occupation- Business, resident Burdwan -----  
-----, P.O. Burdwan, P.S. -----, District -PurbaBardhaman, PIN- 713101 hereinafter called as **SECOND PARTY**(which term or expression shall unless excluded by or made repugnant to the context be deem to mean and include his respective heir, successor, executor, administrator, representative, director, transferee, assign) of the **SECOND PART**.

**WHEREAS** the property original belonged to one ----- while he had right, title, interest and possession over the 'A' Schedule property, he mutated his name in the R.S. &R.O.R.

and on payment of Govt. etc. had been possession the same with absolute ownership in the property. Thereafter -----, while he had right title interest and possession over the property he hereby transferred his the property in favour of -----, W/O ----- by dint of register Deed of sale vide Regd. Sale Deed No. ----- dt. ----- registered before Burdwan District Sub-Registrar and after becoming owner of said -----, she mutated her name in the L.R. & R.O.R. and on payment Govt. Rent and Municipal tax etc. had been possessing the same with absolute ownership in the property. Then ----- while she had/have right, title, interest and possession over the property she transferred her property by dint of three registered Deeds of Gift being No. -----and ----- in favour of -----, ----- respectively and after becoming owners in the property they on payment of Govt. rent etc. and they also hereby mutated their names in the present L.R. & R.O.R. and they acquired marketable title in the property and he acquired good, absolute and marketable title in the schedule below property i.e. the present OWNER.

**AND WHEREAS** the party of the **FIRST PART** i.e. (I) -----, (II) Sri ----- & ----- (III) Sri -----, all sons of Late ----- are the absolute recorded owners and possessors of ALL THAT the piece and parcel of the landed property contained in J.L. No. -----, Mouza ----- being C.S. Plot No. ----- R.S. Plot No. -----, LR. Plot No. -----, appertaining to C.S. Khatian No. -----, R.S. Khatian No. -----, L.R. Khatian No. -----, -----and ----- respectively, Class- Bastu, total measuring about ----- equal to ----- decimals equal to ----- sq.Ft. within the territorial jurisdiction of Burdwan Municipality, P.S. Burdwan Sadar, District Purba Bardhaman -----who have got the same by virtue of three separate registered Deed of Gift executed on 14th day of November, and registered on ----- being Deed No. ----- for the year ----- registered in the office of the Joint Sub-Registrar, Burdwan in Book No. I, Volume No. ----- at pages from -----, Book No. ----, Volume No. 84 at Pages from -----to ----- and Book No.I, Volume No. -----at pages from ----- to ----- respectively.

**AND WHEREAS**.....i.e. the present OWNER as absolute owner & in possession of the " First " schedule property desire to construct a multi-storied residential building containing several flats/units/car parking spaces. But for want of time, experience and fund she is unable to proceed with such a project.

**AND WHEREAS** the DEVELOPER FIRM is engaged in civil construction and development of immovable properties. The OWNER has approached to the DEVELOPER to take up the project and complete the same by providing fund from his own source.

**AND WHEREAS** the DEVELOPER FIRM represented by its proprietor, have agreed to take up the project for development of the said property and to provide funds for the said project thereupon and to start and complete the same.

**AND WHEREAS** the OWNER / DEVELOPER after due discussion over the modus operand and terms & conditions of development, they have mutually agreed to the terms and conditions of the development.

**AND WHEREAS** the DEVELOPER FIRM represented by its proprietor, have agreed to enter this agreement on the representation of the OWNER that she is the absolute owner and in possession of the said property and is entitled to enter into this agreement.

**AND WHEREAS** for the construction of the Multi-Storied Residential Building containing several self-contained flats /unit/car parking spaces Ownership Building upon the same land (more fully and particularly described in the First schedule here under written), the developer approved Building plan to the Burdwan Municipality with the consent of land owner, in accordance with

**AND WHEREAS** said ....., S/O - .....became the absolute owner and possessors of the schedule mentioned property, herein after PARTY TO THE FIRST PART herein being the absolute owner and acquired a better an independent right, title, interest and possessor over the piece or parcel of demarcated butted and bounded ALL THAT the piece and parcel of the landed property contained in MOUZA-RADHANAGAR, J.L. NO. 39, L.R. PLOT NO. 6851, L.R. KHATIAN NO. 3508, 3509, 9747 & 9748, R.S. PLOT NO. 7319 & 7321, R.S. KHATIAN NO. 253, WARD NO. 8, MAHALLA - KALIBAZAR, HOLDING NO. 170, UNDER BURDWAN MUNICIPALITY, P.S. BARDHAMAN, DIST. PURBA BARDHAMAN which are free from all encumbrances. The land within the jurisdiction of the Burdwan Municipality at Purba Bardhaman more fully described in the schedule of this development agreement written and hereinafter referred to as the said property, and said above Mentioned land owners herein who are agreed to develop their property with the developer/Promoter herein to this development agreement and full consent for develop and as well as construction over the schedule mentioned property at the cost of the developer/Promoter.

**AND WHEREAS** the party to the FIRST PART as owner is now in absolute Khas possession of the land in the schedule mentioned hereunder by exercising their right, title by paying land Revenue to the State of West Bengal and mutated his name in the present L.R. Record of rights before the Ld. B.L & L.R.O., MOUZA-RADHANAGAR, J.L. NO. 39, L.R. PLOT NO. 6851, L.R. KHATIAN NO. 3508, 3509, 9747 & 9748, R.S. PLOT NO. 7319 & 7321, R.S. KHATIAN NO. 253, WARD NO. 8, MAHALLA - KALIBAZAR, HOLDING NO. 170, UNDER BURDWAN MUNICIPALITY, P.S. BARDHAMAN, DIST. PURBA BARDHAMAN **AND WHEREAS** thereafter the parties of the First Part herein being desirous of developing and construction of the property into a new multi-storied residential building over the 'First schedule' property, But for want of time, experience and fund they are unable to proceed with storied residential building project and they are in need of an Firm/Person/Company, who would take up the project and complete the same by taking all sorts of steps for development & construction of the proposed **residential building project** by providing funds from its /his/their own source.

**AND WHEREAS** the DEVELOPER FIRM is engaged in civil construction and development of immovable properties. The OWNER have approached the DEVELOPER FIRM represented by its sole proprietor to take up the project and complete the same by providing fund from its/his/their own source.

**AND WHEREAS** the DEVELOPER FIRM represented by its Partnership Firm has agreed to take up the project for development of the said property and to construct the B+G+IV storied residential building over the First schedule mention property and to provide funds for the said project there upon, and therefore they all undergone into a **Development Agreement with Power of Attorney**, represented by its Partners.

**AND WHEREAS** the owner and the developer/Promoter after a detailed discussion over the 'modus operandi' and all the terms and conditions in regard to the said construction as well as development of the said property, have agreed upon.

**AND WHEREAS** in pursuant to the said proposal of the developer/Promoter and the Owner the party of the First Part herein have agreed to cause to effect construction of a Multi-Storied Residential Building upon the aforesaid plot of land for consideration as described hereinafter in details and the developer/Promoter, the party of the First Part thereto has agreed to develop the said plot of land constructing a Multi Storied Residential Building thereon as per terms and conditions therein after appearing.

**AND WHEREAS** for the purpose of smooth and uninterrupted work of development, the said owners executed a "**Registered Developer Power of Attorney**" which recorded in **Book No.I, Volume No.....duly registered at the office of A.D.S.R. Bardhaman on .....**"Burdwan in favour of the developer/Promoter to dispose of the Developer's Allocation at the newly constructed building favour of intending allottee of Developer's Allocation. Though the aforesaid registered Development Agreement and aforesaid registered power of attorney First

schedule land area mentioned more or less 14 decimals but the aforesaid multistoried building under the name and style of “**JAGANNATH VILLA**” construct over more or less total measuring about ----- Katha equal to ----- (-----) cents-----  
- decimals equal to ----- sq.Ft. Bastu class of land.

**AND WHEREAS** for the construction of the Multi-Storied Residential Building containing several self-contained flats or Apartment Ownership Building upon the same land (more fully and particularly described in the First schedule here under written), the developer/Promoter applied Building plan to the Burdwan Municipality with the consent of land owners, in accordance with the building plan sanctioned by the Burdwan Municipality of Purba Bardhaman vide Sanction **The Building Permit No.....**, of the Project category B+G+IV residential Flats/Units/Car parking spaces on terms that the developer/Promoter would make construction of the proposed building and with the authority and power to procure the cost of construction from intending purchasers of Flats/Units/Car parking spaces of the proposed building on the said plot of land referred in the Schedule hereunder written at the costs and expenses of the developer/Promoter. But necessary lack of experience and inadequate funds, the Owners are unable to proceed with such a huge project.

**AND WHEREAS** The Promoter/Developer has registered the project under the provisions of the Act with the **West Bengal Real Estate Regulatory Authority at Kolkata with NPR No.....**

The said properties earmarked for the purpose of building a residential project, comprising of multistoried residential building and the said project shall be known as “**JAGANNATH VILLA**”(project) provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no residential development shall be permitted unless it is a part of the plan approved by competent authority.

**AND WHEREAS** by virtue of the said Registered Development agreement and registered power of attorney, the developer/Promoter as well as the Owners intends to sell and dispose of their respective allocation flat together with undivided proportionate share in land in the newly constructed building of the Promoter’s allocation.

**AND WHEREAS** at this stage the ALLOTTEE have requested the DEVELOPER FIRM represented by its proprietor to purchase the **Flat** being no. **A1** on the **Third floor** a little more or less-----**Square Feet Built-up** and a little more or less -----**Square**

**Feet super built-up area along with a Car Parking Space more or less ----- square feet and one two wheeler Space on the Basement** of the residential building together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities of the G+III OR G+IV storied residential building over the **FIRST SCHEDULE** property, which is more fully describe in the **SECOND SCHEDULE** hereunder written and the DEVELOPER FIRM as agent & representative of the OWNERS have accepted the said proposal of the PURCHASERS/ALLOTTEE and the DEVELOPER FIRM represented by its Proprietor has mutually agreed to transfer the **Flat** being no. **A1** on the **Third floor** a little more or less -----**Square Feet Built-up** and a little more or less ----- **Square Feet super built-up area along with a Car Parking Space more or less ----- square feet** for a consideration of **Rs.** -----of the residential building together with proportionate land of the B+G+IV storied building as mentioned in the **SECOND SCHEDULE** below, on the terms and conditions hereinafter mentioned, In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the developer/Promoter with the consent and concurrence of the Owner doth hereby agree to sell and the Allottee hereby agrees to purchase the Flat along with car parking space.

- A. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- B. 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;
- C. 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;
- D. 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(s) hereby agrees to purchase the [Flat] and the car parking spaces (if applicable).

**NOW IT IS AGREED BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

1. The purchasers/allottee the party of the **THIRD PART** decided to purchase the **Flat** being no. -----on the**Third floor**a little more or less -----**Square Feet Built-up** and a little more or less ----- **Square Feet super built-up area along with a Car Parking Space more or less ----- square feet and one Two Wheeler Space** approach to the developer/Promoter as well as confirming party and the developer/Promoter as well as

confirming party agree to sell the said flat, with undivided proportionate share in land and common benefits at common benefits at or for a consideration of **Rs.** .....for the said flat and for a consideration amount of **RS**.....for the said **the Car Parking Space** and for a consideration amount of **Rs.**..... **for the One Two Wheeler Space** in total consideration amount of **Rs.** .....for the schedule mention property. Without valid money receipt no payment will be made.

Be it mentioned here that the present agreement is made during the process of the proposed Building and at the time of final survey of the aforesaid FLAT there is a great possibility to vary the internal area and both parties mutually agreed the same. So, at the time of final registration of the aforesaid FLAT the party of the SECOND PART should have/has to pay the additional consideration amount proportionately at the rate of on this day as mutually agreed between the parties without any objection whatsoever.

2. The party of the FIRST PART i.e. Developer/promoter shall deliver the Xerox copy of all title chain deeds & other documents relating to the said property in their possession or power for inspection thereof by the party of the SECOND PART for investigation of title.

3. The Allottee confirm to have inspected and examined the title in respect of the land, they are fully satisfied with the title of the land owner free from all encumbrances and agrees and covenants not to raise any objection thereto in future. The purchasers/allottee has/have also inspected the various Agreements, power of attorney herein before referred and the building plan be sanctioned by the Burdwan Municipality and also satisfied and convinced with the right of the developer/Promoter to enter into these agreements.

4. The Developer/Land owner agrees to sell and to transfer to cause to be sold and transferred in favour of the allottee and the allottee hereby agrees to purchase ALL THAT the said flat along with car parking space with the undivided share or interest in the said land referred in the SECOND SCHEDULE hereunder written. The Promoter/Land owner does hereby agree and undertake to execute or cause to be executed the deed of conveyance in favour of the purchasers/allottee of the said flat along with car parking space together with undivided proportionate share in land.

5. The allottee shall not have any right, title interest, claim or demand whatsoever or howsoever in respect of the other parts or portions of the said building specifically the top

*floor roof (save and except the said flat any agreed to be purchased and specified in Second Schedule) but shall have right in common areas.*

*6. That the allottee shall not do any act, deed or thing whereby the construction or development of the said building or property is in any way hindered delayed or impeded with not shall in any way commit prejudice of any of the terms and conditions herein contained and further that if due to any action directly or indirectly of the purchaser/allottee the work be stopped, then the purchaser/allottee shall be liable to pay to the Developer all cost and damages so suffered by the Promoter.*

*7. The purchaser/allottee shall not sell, transfer, mortgage, assign or any way alienate or encumber the benefits of the agreement without prior consent in writing of the Developer/promoter during the construction period.*

*8. Time for payment is the essence of the contract and the purchaser/allottee hereby agrees not to withhold payment for any reason whatsoever or howsoever. The purchasers/allottee shall make all payments directly to the Developer against acknowledgement receipt. Provided that if the allottee delays in payment towards any amount for which is payable, allottee shall be liable to pay interest as per agreement.*

*9. The Developer shall construct the said building with standard materials and as per annexed specification.*

*10. The purchaser/allottee shall pay extra amount if extra area is found at the time of final possession and the purchaser shall pay extra amount for applicable GST or other statutory charges and for extra work asked by the purchaser to the developer, and if the Developer falls short of measurement as was earlier agreed upon then the developer shall refund the money to the purchaser/allottee for that differential portion of the area for which if the developer already received money from the purchaser/allottee.*

*11. The purchaser/allottee shall regularly and punctually make payment of such sum towards maintenance charges and other outgoing as mentioned in the aforesaid schedule hereunder written which may be determined by the developer/transferees of all the flats in the said building is formed.*

*12. That the flat along with car parking space will hand over to the allottee within 36 months from the date of execution of this agreement.*

13. So long as such flat along with car parking space and in the said building shall not be separately assessed for the purpose of Municipal Taxes, maintenance charges and water charges and purchaser/allottee shall pay proportionate share or water taxes, maintenance charges and Municipal Taxes and other taxes assessed on the whole building including the charges for consumption on electricity. Such proportion shall be determined by the Developer on the basis of the area of such flat along with car parking space in the said building.

14. The purchaser/allottee shall have no claim in any other part or portion of the building and ultimate top roof of the building save and except the said flat along with car parking space hereby agreed to be acquired by them.

15. The purchaser shall use the said flat only for the purpose of residence.

16. The purchaser/allottee shall have to pay proportionate share in electric supply meter consumption to the developer for electricity used from common meter.

17. After handing over possession the allottee shall not break or remove any walls of the flat and car parking space and shall not open any new windows or door without sanction of Burdwan Municipality and shall not commit or permit to be committed any alteration or change any pipes, conducts, cables and other fixtures and fittings serving the said building of the said flat.

18. The purchaser/allottee shall not claim any right over and in respect of the ultimate top roof or terrace of the said building.

19. That after payment of full consideration money with 1% GST and other specified charges, the Developer shall deliver the possession of the said flat along with car parking space and shall execute and register Deed of Conveyance in favour of the allottee.

20. All disputes and differences arising out of this agreement or in relation to the determination of any liability of the parties hereto or the construction and interpretation of any of the terms or meaning thereof shall be referred to the arbitration under provision or arbitration Act, 1940 any statutory modification thereof from time to time in force and way given by the arbitrator shall be binding final and conclusive on the parties hereto.

21. That excess car parking space which are not purchased by the flat purchaser/allottee along with the flat shall remain absolute property of the Developer and Owners as per allocation and the Developer shall have full right and authority to hold, to sell to any

*outsider, or to convert for commercial purpose and deal with same in any manner as the Developer deem fit and proper to suit the purpose.*

*22. The Developer shall have full right to retain the top floor roof and reserves the right to raise further construction of flats thereon as per building rules of the Municipality and to sell or deal with the same in any manner as the Developer think fit and proper and also to install tower of any mobile phone operator on the ultimate top floor roof and the Developer or any person on their behalf shall be entitled to enjoy equal common right with other flat owners and that in the event of further construction, the water tank on the roof shall be shifted on the ultimate top floor roof at the cost of the Developer.*

*23. The purchaser/allottee shall regularly and punctually make payment of such sum towards maintenance charges and other outgoing as mentioned in the aforesaid schedule hereunder written which may be determined by the developer/transferees of all the flats in the said building is formed.*

*24. Time for payment is the essence of the contract and the purchaser/allottee hereby agrees not to withhold payment for any reason whatsoever or howsoever. The purchaser/allottee shall make all payments directly to the Developer against acknowledgement receipt.*

*25. At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat along with car parking spaces to the purchaser/allottee and the common areas to the Association of the purchaser/allottee.*

***Explanation:***

*(i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Flat and car parking spaces.*

*(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST, CGST, if any as per law, or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the [Apartment/Flat]:*

*Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Developer shall be increased/reduced based on such change / modification;*

- (iii) *The Developer shall periodically intimate to the Allottee, the amount payable as stated in above and the Allottee shall make payment within 30 (thirty) days from the date of such intimation. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.*
- (iv) *The Total Price of [Flat] includes: 1) proportionate share of the Land in the Common Areas, and 2) car parking spaces (if any) as provided in the Agreement.*

*The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and 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 being issued to the Allottee, which shall only be applicable on subsequent payments.*

*The Allottee shall make the payment as per the payment plan set out in Third Schedule ("Payment Plan").*

*It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, Flat or building, as the case may be, without the previous written consent of the Allottee. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.*

*[Applicable in case of a unit/apartment/ Flat] The Developer shall confirm the final built-uparea 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 furnishing details of the changes, if any, in the built-uparea. The total price payable for the built-uparea shall be recalculated upon confirmation by the Developer r. If there is any reduction in the built-uparea within the defined limit then Developer shall refund the excess money paid by Allottee, if there is any increase in the built-uparea allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.*

*Subject to the Developer agrees and acknowledges the Allottee shall have the right to the unit/ Apartment/ Flat] as mentioned below:*

(i) *The Allottee shall have exclusive ownership of the [Unit/ Apartment/Flat]*

(ii) *The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottee as provided in the Act;*

(iii) *That the computation of the price of the [unit/Apartment/ Flat] includes recovery of price of land, construction of [not only the unit/Apartment/ Flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.*

*It is made clear by the Developer and the Allottee agrees that the [Apartment/ Flat] along with car parking spaces 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 Allottee(s) of the Project.*

*It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "JAGANNATH VILLA" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.*

*The Allottee has paid a sum of Rs. Rs. ....only, as booking amount being part payment towards the Total Price of the [Flat and car parking spaces] at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Flat and car parking spaces] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:*

### **MODE OF PAYMENT**

*Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer/Promoter,*

within the stipulated time as mentioned in the Payment Plan through A/c Payee Chaque / Demand Draft or Online Payment (as applicable) in favour of “**SIDDHIVINAYAK SMARTCON**” payable at Burdwan.

### **1. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

### **2. TIME IS ESSENCE**

Time is of essence for the Developer as well as the Allottee(s). The Developer Promoter shall abide by the time schedule for completing the project and handing over the [Flat along with car parking spaces] to the Allottee and the common areas to the association of the allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Third Schedule ("Payment Plan").

### **3. CONSTRUCTION OF THE PROJECT APARTMENT/ FLAT**

The Allottee has seen the specifications of the [Flat] and accepted the Payment Plan, floor plan, [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said floor plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and shall not have an option to make any variation /alteration /modification in such plans.

### **4. POSSESSION OF THE FLAT**

Schedule for possession of the said [FLAT and CAR PARKING SPACES] the Developer agrees and understands that timely delivery of possession of the [FLAT and CAR PARKING SPACES] is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Flat] on 36(Thirty Six) months from the date of execution of this agreement, 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 conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of

possession of the [FLAT], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Promoter from the allotment within ----- days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**5. PROCEDURE FOR TAKING POSSESSION –**

The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [APARTMENT/FLAT], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/ Flat] to the Allottee, The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer /association of allottee(s), as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate of the Project.

**6. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF [APARTMENT/FLAT]:**

Upon receiving a written intimation or oral from the Developer as per clause 7.2, the Allottee shall take possession of the [Apartment/Flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Flat] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**7. POSSESSION BY THE ALLOTTEE:**

After obtaining the occupancy certificate and handing over physical possession of the [Apartment/Flat] to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Allottee or the competent authority, as the case may be, as per the local laws.

**8. CANCELLATION BY ALLOTTEE(S):**

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the total 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.

**9. COMPENSATION:**

*The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a "Force Majeure" event, if the Developer fails to complete or is unable to give possession of the [Apartment/Flat] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; the Promoter shall be liable, on demand to the allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Flat], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Flat].*

**A. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

*The Developer hereby represents and warrants to the Allottee as follows:*

- (i) The [Developer] 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 Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;*
- (iv) There are no encumbrances upon the said Land or the Project;*
- (v) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Unit/Apartment/ Flat];*
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Unit/Apartment/Flat] are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Unit/Apartment/Flat] and common areas;*
- (vii) The Developer 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;*
- (viii) The Developer 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 and the said [Unit/Apartment/Flat] which will, in any manner, affect the rights of Allottee under this Agreement;*
- (ix) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said [Unit/Apartment/Flat] to the Allottee in the manner contemplated in this Agreement;*

- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Unit/Apartment/Flat] and if any car parking spaces to the Allottee and the common areas to the Association of the Allottee.
- (xi) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xii) The Developer 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;
- (xiii) 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;
- (xiv) That the property is not Waqif property.

**B. EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

- (i) Developer fails to provide ready to move in possession of the [Unit/Apartment/Flat] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Developer as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer 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 specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Unit/Apartment/Flat].

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

- (i) In case the Allottee fails to make payments for ----- consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice or oral in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.*
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(Two) consecutive months after notice from the Developer in this regard, the Promoter shall cancel the allotment of the [Apartment/Flat] along with car parking spaces(if any) in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.*

**C. CONVEYANCE OF THE SAID UNIT/APARTMENT/FLAT**

*The Developer, on receipt of complete amount of the Price of the [Apartment/Flat] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Flat] together with proportionate indivisible share in the Common Areas within ----- from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies) and Developer's advocate shall be done all Registration work and no purchaser shall be appoint his Advocate for Registration but the purchaser have every right to investigate all matter relating to his/her Flat unit by own fees.*

**D. MAINTENANCE OF THE SAID BUILDING / APARTMENT/ FLAT / PROJECT**

*The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the allottees. After receiving the possession letter allottee have to pay all the maintenance charge and other essential service charges.*

**E. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

*The Allottee hereby agrees to purchase the [Unit/Apartment/ Flat] on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the*

*maintenance agency /association appointed or the association of allottee (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.*

**F. RIGHT TO ENTER THE UNIT/APARTMENT/ FLATFOR REPAIRS**

*The Developer / maintenance services /association of allottee shall have rights of unrestricted access of all Common Areas, if any car parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottee and/or maintenance services to enter into the [Unit/Apartment/Flat] 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.*

**G. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/FLAT:**

*The Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Flat] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Flat], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Flat] and keep the [Apartment/Flat], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design Flat. The Allottee shall not store any hazardous or combustible goods in the [Apartment/Flat] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Flat]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottee and/or maintenance agency appointed by association of allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.*

**H. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE.**

*The Allottee is entering into this Agreement for the allotment of a [Unit/Apartment/Flat] along with car parking spaces (if any) with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this*

*project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Unit/Apartment/Flat], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Unit/Apartment/Flat] at his/ her own cost.*

**I. ADDITIONAL CONSTRUCTIONS.**

*The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for as provided in the Act. Provided that After completion of the B+G+IV storied residential building if the competent authority (ies) permitted that additional structure in the project, promoter will do the same, neither allottee nor anybody else could oppose against it.*

**J. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE.**

*After the Developer executes this Agreement, he shall not mortgage or create a charge on the [Unit/Apartment/Flat/Building] 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 [Unit/Apartment/Flat/Building].*

**K. APARTMENT OWNERSHIP ACT**

*The Developer has assured the Allottee 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 the State of West Bengal.*

**L. 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 Additional District 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 District Sub-Registrar/Additional District 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.*

**M. ENTIRE AGREEMENT**

*This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said unit/apartment/Flat/building, as the case may be.*

**N. 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 Project shall equally be applicable to and enforceable against any subsequent Allottee of the [Unit/Apartment/Flat], in case of a transfer, as the said obligations go along with the [Unit/Apartment/Flat] for all intents and purposes.*

**O. WAIVER NOT A LIMITATION TO ENFORCE**

*The Developer 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 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 Allottee.*

*Failure on the part of the Promoter 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.*

**P. 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.*

**Q. 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*

*built-uparea of the [Unit/Apartment/Flat] bears to the total built-uparea of all the [Unit/Apartments/Flats] in the Project.*

**R. 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.*

**S. PLACE OF EXECUTION**

*The execution of this Agreement shall be complete only upon its execution by the Promoter for self and on behalf of the Owners, 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 Burdwan, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar, Hence this Agreement shall be deemed to have been executed at Burdwan.*

**T. NOTICES**

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

*..... S/O - ....., PAN NO - ..... by  
Nationality- Indian, by Religion- Hindu, by Occupation- Business, resident Burdwan -----  
-----, P.O. Burdwan, P.S. BurdwanSadar, District –PurbaBardhaman, PIN- -----  
-----, West Bengal.*

***(Name and Address of Allottees)***

***“SIDDHIVINAYAK SMARTCON” a partnership firm within meaning of the Partnership Act 1930 having its office at -----, P.O. – -----, P.S. – Burdwan, Dist – Purba Bardhaman, Pin -----, West Bengal. (DEVELOPER Name& Address)***

*It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be.*

**U. JOINT ALLOTTEES**

*That in case there are Joint Allottee all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee.*

**V. 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 laws of India for the time being in force.*

**W. 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 through the Adjudicating Officer appointed under the Act.*

**A. BANKING AND COLLECTION OF PAYMENTS:**

*The Developer in terms of the relevant provisions as laid down in WBREERA Act has taken necessary steps and opened a current account being no. -----with the ----- Address: -----, -----, District. Burdwan -----, for the purpose of the instant project (hereinafter referred to as the **Project Bank Account**) and all payments collected from intending purchasers of flats/units/apartments shall be routed through the instant bank account. This account shall be created only for the purpose of the instant project and after completion of all statutory compliances or otherwise the developer shall be entitled to close the account. The all-relevant particulars of the said Project Bank Account are set hereinafter: -*

- 1. Account Name:**        **SIDDHIVINAYAK SMARTCON**
- 2. Account No:**        -----
- 3. IFSC Code:**        -----
- 4. Branch:**            -----
- 5. BANK NAME:**        -----

**JURISDICTION:**

*Appropriate court at Burdwan, District Burdwan shall have the territorial jurisdiction to entertain all disputes and actions between the parties herein.*

**THE FIRST SCHEDULE ABOVE REFERRED TO:****(The demised plot of land)**

ALL THAT piece and parcel of land measuring MOUZA-RADHANAGAR, J.L. NO. 39, L.R. PLOT NO. 6851, L.R. KHATIAN NO. 3508, 3509, 9747 & 9748, R.S. PLOT NO. 7319 & 7321, R.S. KHATIAN NO. 253, WARD NO. 8, MAHALLA - KALIBAZAR, HOLDING NO. 170, UNDER BURDWAN MUNICIPALITY, P.S. BARDHAMAN, DIST. PURBA BARDHAMAN and construction over this land with sanctioned plan by the Burdwan Municipality defined and demarcated in the sanctioned plan TOGETHER WITH all liabilities, privileges and easement common facilities and amenities appurtenant there to over and beneath the road / common passage and **TOGETHER WITH** all rights, title, interest and possession of the Owners by Registered Deed of Gift. The property is butted and bounded by:

**ON THE NORTH:** House of -----.

**ON THE SOUTH:** Vacant Land of -----.

**ON THE EAST** -----.

**ON THE WEST** -----

**THE SECOND SCHEDULE ABOVE REFERRED TO:****SAID UNIT/FLAT/Car parking Spaces**

ALL THAT piece and parcel of the **Flat** being no.A1 on the **Third floor** a little more or less - ----- **Square Feet Built-up** and a little more or less ----- **Square Feet super built-up area** along with a **Car Parking Space** more or less ----- **square feet and one two wheeler space** on the **basement** of the residential building together with undivided proportionate share of the land along with rights of easements, common areas, facilities and amenities annexed thereto, under Municipal Ward No, -----, MOUZA-RADHANAGAR, J.L. NO. 39, L.R. PLOT NO. 6851, L.R. KHATIAN NO. 3508, 3509, 9747 & 9748, R.S. PLOT NO. 7319 & 7321, R.S. KHATIAN NO. 253, WARD NO. 8, MAHALLA - KALIBAZAR, HOLDING NO. 170, UNDER BURDWAN MUNICIPALITY, P.S. BARDHAMAN, DIST. PURBA BARDHAMAN "Details specification at the **Flat** being no. ----- on the Third floor and other criteria are as follows:

-

1. Three bed rooms, one kitchen cum dining room, two bathrooms, Two Veranda.
2. Measuring of the flat **Built-up area** -----sq.ft. a little more or less.

**PARKING:** Car Parking space more or less -----sq.ft. at basement and one Two wheeler under the flat the premises together with proportionate share at land underneath with common facilities, thereon.

**THE SPECIFICATION, AMENITIES, FACILITIES OF CONSTRUCTION OF THE FLATS:**

<b>Structure</b>	
<b>Caress Walls and Partition Walls</b>	
<b>Flooring</b>	
<b>Skirting and Dado</b>	
<b>Plastering</b>	
<b>Woodwork</b>	
<b>Steel &amp; M.S. Grill works and Glazing</b>	
<b>Painting</b>	
<b>Finishing works for ground Floor</b>	
<b>Hardware fitting and fixtures</b>	
<b>Electrical Works</b>	

**Each Flat will have the following electrical points:**

<i>living cum Dining</i>	
<i>Kitchen</i>	
<i>Toilet 1</i>	
<i>Toilet 2</i>	
<i>Water supply &amp; drainage</i>	
<i>Dining</i>	
<i>Balcony</i>	
<i>Toilet fittings &amp; fixtures</i>	
<i>Kitchen space</i>	

**THE THIRD SCHEDULE ABOVE REFERRED TO  
(Payment Plan)**

**PART-I**

Price for the Flat	:	Rs.
Price for 1(one) Car Parking	:	Rs.
Price for 1(one) two wheeler Parking.	:	Rs.
Total Price	:	Rs.
GST	:	Rs.
<b>Total</b>	:	Rs.

**PART 2**

<b>Particulars</b>	<b>Amount</b>
On Booking	
On Execution and Registration of Agreement for sale	
On Completion of Foundation	
On Completion Roof casting of the Ground floor of the said Flat	
On Completion 1 <sup>st</sup> floor casting of the said Flat	
On Completion 2 <sup>nd</sup> floor casting <del>of</del> of the said Flat <b>X</b>	
On Completion 3 <sup>rd</sup> floor casting <del>of</del> of the said Flat <b>R</b>	
On Completion 4 <sup>th</sup> floor casting <del>of</del> of the said Flat <b>A</b>	
On completion of Flooring	
On Possession	

<b>Particulars</b>	<b>Amount</b>
<i>Diesel Generator Power Backup Generator charges for limited backup.</i>	
<i>Transformer Charges &amp; Electricity Charges.</i>	
<i>Association Formation Charges</i>	
<i>Legal and Documentation Charges</i>	

**FOURTH SCHEDULE**

**COMMON AREAS AND FACILITIES:**

- *Land underneath the building and statutory open spaces with the land*
- *Lobbies and staircases*
- *Underground and over-head reservoir, water tanks, Septic Tanks all supply/drain water pipes (save those inside any flat), boundary walls, main gate, meter spaces.*
- *Darien/guard/Care Taker's resting area.*
- *Electric Meter spaces Pump and Motor, Electrical installations relating to meter for receiving electricity from WBSEDCL L td.*
- *Passage for entrance*
- *Lift with all its installations*
- *Common Toilet on the ground floor*
- *Other common area and installations and/or equipment as provided in the new building for common use and enjoyment.*

**Receipt and Memo of Consideration**

*Received from the within named Allotted the within mentioned sum ofRs. 1,00,000/- (Rupees One LakhOnly)Towards part of the consideration for Agreement For sale of the Said Flatalong with car parking spaces And Appurtenances, described in the **Schedule B** above, in the following manner:*

<b>SL. No.</b>	<b>Mode</b>	<b>Dated</b>	<b>Bank</b>	<b>Amount (Rs.)</b>
1.	-	-	-	-

***IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (Burdwan) in the presence of attesting witness, signing as such on the day first above written.***

**WITNESSES:**

**1**

**1.**

**2.**

**3.**

**4.**

***SIGNATURE OF THE ATTORNEY ON BEHALF OF THE OWNERS & FOR SELF OF THE DEVELOPER FIRM***

**2.**

**1.**

***SIGNATURE OF THE SECOND PART i.e. PURCHASER/ALLOTTEE***