

SALE AGREEMENT

Sale Value : ₹..... 00 [Excluding G.S.T.]

Market Value : ₹

G.S.T. : ₹..... 00

THIS AGREEMENT FOR SALE WITHOUT POSSESSION is executed on this **THETH DAY OF, 202..... (TWO THOUSAND AND TWENTY).**

BY AND BETWEEN

- (1) **MR. SUSHIL KUMAR GANERIWALA @ SUSHIL KR. GANERIWALA, PAN : ACZPG7773P, Aadhaar No.- 2087 6916 5655**, son of Late Dina Nath Ganeriwala, **by faith Hindu, Nationality Indian, by occupation Business**, resident of 03, Chotelal Marwari Lane, P.O. & P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.)
- (2) **MR. PARESH CHANDRA CHATTERJEE, PAN : ACDPD3952E, Aadhaar No.- 7258 1799 0264**, son of Late Shyama Pada Chatterjee, **by faith Hindu, Nationality Indian, by occupation Business**, resident of 08, N. S. B. Road (West), Sishubagan More, P.O. & P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.) and
- (3) **MR. KALYAN CHATTERJEE, PAN : AEHPC7260H, Aadhaar No.- 5652 6751 2212**, son of Mr. Paresh Chandra Chatterjee, **by faith Hindu, Nationality Indian, by occupation Business**, resident of 08, N. S. B. Road (West), Sishubagan More, P.O. & P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.)

All (1) to (3) are hereinafter jointly and severally called and referred to as the '**LAND OWNER / VENDOR**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) represented by **Power of Attorney Holder NAV PROJECT (Registered Developer Power of Attorney being No. I-230405901 for the year 2024, Registered at the office of A.D.S.R., Raniganj)**, a partnership firm registered under the Indian Partnership Act, 1961, having its principal place of business at AA/91, N. S. B. Road (East), P.O.- Searsole Rajbari, PIN – 713358, P.S.- Raniganj, Dist.- Paschim Bardhaman (W.B.), **PAN : AAVFN5820E**, represented by its Four Partners **(1) Mr. Sushil Kumar Ganeriwala @ Sushil Kr. Ganeriwala, PAN : ACZPG7773P, Aadhaar No.- 2087 6916 5655**, son of Late Dina Nath Ganeriwala, by faith Hindu, Nationality Indian, by occupation Business, resident of 03, Chotelal Marwari Lane, P.O. & P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.), **(2) Mr. Pulkit Ganeriwala, PAN : DJPPG1491E, Aadhaar No.- 3641 1353 5923**, son of Mr. Sushil Kumar Ganeriwala, by faith Hindu, Nationality Indian, by occupation Business, resident of 03, Chotelal Marwari Lane, P.O. & P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.), **(3) MR. PARESH CHANDRA CHATTERJEE, PAN : ACDPD3952E, Aadhaar No.- 7258 1799 0264**, son of Late Shyama Pada Chatterjee, by faith Hindu, Nationality Indian, by occupation Business, resident of 08, N. S. B. Road (West), Sishubagan More, P.O. & P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.) and **(4) Mr. Kalyan Chatterjee, PAN : AEHPC7260H, Aadhaar No.- 5652 6751 2212**, son of Mr. Paresh Chandra Chatterjee, by faith Hindu, Nationality Indian, by occupation Business, resident of 08,

N. S. B. Road (West), Sishubagan More, P.O. & P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.) of the **FIRST PART**;

AND

NAV PROJECT, a partnership firm registered under the Indian Partnership Act, 1961, having its principal place of business at AA/91, N. S. B. Road (East), P.O.- Searsole Rajbari, PIN – 713358, P.S.- Raniganj, Dist.- Paschim Bardhaman (W.B.), **PAN : AAVFN5820E**, represented by its Four Partners **(1) Mr. Sushil Kumar Ganeriwala @ Sushil Kr. Ganeriwala**, PAN : ACZPG7773P, Aadhaar No.- 2087 6916 5655, son of Late Dina Nath Ganeriwala, by faith Hindu, Nationality Indian, by occupation Business, resident of 03, Chotelal Marwari Lane, P.O. & P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.), **(2) Mr. Pulkit Ganeriwala**, PAN : DJPPG1491E, Aadhaar No.- 3641 1353 5923, son of Mr. Sushil Kumar Ganeriwala, by faith Hindu, Nationality Indian, by occupation Business, resident of 03, Chotelal Marwari Lane, P.O. & P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.), **(3) MR. PARESH CHANDRA CHATTERJEE**, PAN : ACDPD3952E, Aadhaar No.- 7258 1799 0264, son of Late Shyama Pada Chatterjee, by faith Hindu, Nationality Indian, by occupation Business, resident of 08, N. S. B. Road (West), Sishubagan More, P.O. & P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.) and **(4) Mr. Kalyan Chatterjee**, PAN : AEHPC7260H, Aadhaar No.- 5652 6751 2212, son of Mr. Paresh Chandra Chatterjee, by faith Hindu, Nationality Indian, by occupation Business, resident of 08, N. S. B. Road (West), Sishubagan More, P.O. & P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.) hereinafter referred to as the **"DEVELOPER / PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**;

AND

.....
.....
.....hereinafter called and referred to as “the **PURCHASER / ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest) of the **THIRD PART**;

WHEREAS:

A. **Land Owners as mentioned above** are the absolute and lawful owner of the land admeasuring approx. 08 Cottah of land situated at N. S. B. Road, R. S. Plot No. 1795 & 1798 corresponding to L. R. Plot No – 2462 & 2465, L. R. Khatian Nos – 5090, 9927 & 9915 respectively, J. L. No - 17, within Mouza – Searsole, District – Paschim Bardhaman (W.B.) by virtue of 3 (Three) Registered Sale Deed being No. 1541 for the year 2204, 2092 for the year 2005 registered at the office of A.D.S.R. Raniganj and 2054 for the year 2023 registered at the office of D.S.R. Paschim Bardhaman. The Owner and the Promoter have entered into a **Registered Development Agreement dated 13th September 2024 vide Registered Deed No. I-230405124/2024 Registered at the office of the Additional District Sub-Registrar Raniganj.**

B. The Said Land is earmarked for the purpose of building a **G+3 Residential cum Commercial**

building situated at Babupara, P.O.- Searsole Rajbari, P.S.- Raniganj, PIN – 713358, Dist.- Paschim Bardhaman (W.B.) and the said project shall be known as **“NIVEDITA APARTMENT” (“Project”)**;

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter and the land owner regarding the said land on which Project is to be constructed is under construction;
- D. The Asansol Municipal Corporation has granted the commencement certificate to develop the Project vide **Building Permit Number – SWS-OBPAS/1101/2024/0171 dated 14-05-2024**;
- E. The Promoter has obtained the final layout plan approvals for the Project from Asansol Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans 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 Real Estate Regulatory Authority being **Project ID No. WBRERA/NPR/and Registration No. WBRERA/P/PAS/2025/**
- G. The Allottee had applied for an Flat/Apartment in the Project and has been allotted Flat/Apartment as mentioned in the **Part - II of the Schedule B** along with parking as mentioned in the **Part - III of the Schedule B (if any)**, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Flat / Apartment] and the garage/covered parking (if applicable) as specified in paragraph G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in **Schedule B**;
- 1.2 The Total Price for the Apartment is ₹00 (₹.....)) only towards cost of Flat, Parking and other charges and ₹00 (₹) only towards G.S.T. totalling ₹00 (₹) only ("**Total Price**").

Flat no. Type BHK floor	(in ₹)
Cost of Unit	00
Cost of EBVT	00
Proportionate cost of Common Areas with external wall thickness etc.	00
Generator, Transformer and etc.	00
Misc. Expenses	00
Cost of Four Wheeler Parking	00
Cost of Two Wheeler Parking	00
GST as applicable	00
Total Price	00

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:
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 change / modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter 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 Apartment includes: 1) pro rata share in the Common Areas; and 2) covered parking(s) as provided in the Agreement.
- 1.3 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.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 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 @12% 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 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 Promoter 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.

1.7 The Promoter shall confirm 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 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified 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 allotted to Allottee, the Promoter 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 Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the **"NIVEDITA APARTMENT"** Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. 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 allottees as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with 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 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **NIVEDITA APARTMENT** 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.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 The Allottee has paid a sum of ₹00 (₹) **only** as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan 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 for which is payable, he shall be liable to pay interest at the rate specified 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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '**NAV PROJECT**' payable at RANIGANJ.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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 and Rules and Regulations made thereunder or any statutory amendment(s) 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 fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein anyway 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/their under any head(s) of dues against lawful outstanding, if any, in his/her/their 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.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee and the common areas to the association of the allottees 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 instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/APARTMENT /FLAT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [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. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall

also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State Government 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 this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on **30th April 2027**, 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 Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. 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.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 60 days of receiving the occupancy certificate of the Project.

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

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

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit **10 percent of the total amount of consideration money, interest and other dues payable** for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 90 days of such cancellation.

Compensation –

The Promoter 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 promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, 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.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon 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 are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to

perform any other thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter'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 Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal 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 apartment, 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 shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice 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 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment/ Flat 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.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months 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 Promoter 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 Promoter 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).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / FLAT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has not been included in the Total Price of the Apartment.

12. DEFECT LIABILITY

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

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL

MAINTENANCECHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her/their 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 appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Basement and Service Areas: The service areas, if any, as located within the **NIVEDITA APARTMENT**, shall be earmarked for purposes such as covered parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERALCOMPLIANCEWITHRESPECTTOTHEAPARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do 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 and keep the Apartment, 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 andguarantees 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not storeany hazardous or combustible goods in the Apartment 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 wallof the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter

the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of an Apartment/Flat 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/they shall comply with and carry out, from time to time after he/she/they has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her/their own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [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 Apartment.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar 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 Registrar/Sub-Registrar/ registrar of Assurance 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.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. 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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

28. 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.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, at Raniganj, 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 at Raniganj, District Sub Registrar / District Registrar at Paschim Bardhaman or at any place having jurisdiction to register the Agreement. Hence this Agreement shall be deemed to have been executed at Raniganj and/or any place having jurisdiction to register the Agreement.

30. 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:

Allottee Details	Promoter's Details
	NAV PROJECT
	AA/91, N. S. B. Road (East), P.O.- Searsole Rajbari, P.S.- Raniganj, PIN - 713358, Dist.- Paschim Bardhaman (W.B.)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

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

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not inderogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

SCHEDULE - A

(THE WORDS AS DEFINED)

1. **APARTMENT / FLAT / UNIT** shall mean the Flat/Unit and/or other space intended to be built and constructed by the Developer/Promoter and/or constructed area capable of being exclusively held or occupied by any Unit Owner in the Buildings together with the right, if any, to park car/motorcycle in a Parking Space, appurtenant to such Flat, together with the right to use and enjoy the Common Portions in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Flat;
2. **ASSOCIATION** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owner, the Developer/Promoter and the representatives of all the buyers of Flat Units and which shall be formed or incorporated at the instance of the Developer/Promoter for the Common Purposes with such rules and regulations as shall be framed by the Developer/Promoter;
3. **BUILDINGS** shall mean the 1 (One) building consisting of ground and upper three floors (G+3), to be constructed on the Premises by the Promoter in terms of the Plans.
4. **BOOKING MONEY** shall mean the 10% of the total consideration as per terms of this Agreement;
5. **CARPET AREA** shall have the meaning as ascribed to it in the Act;
6. **COMMON EXPENSES** shall mean and include all expenses to be incurred payable and contributable proportionately by the Unit Owners for the maintenance, management, upkeep and administration of the Buildings, the said Property, the Common Portions therein and the said Property and the expenses for rendering of services for the Common Purposes as mentioned in the fifth schedule;
7. **COMMON PORTIONS** shall mean such common areas, facilities and installations in the Buildings/Complex and the said Property, like staircases, landings, lobbies, lifts, passages, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations mentioned in the **Schedule "E"** hereto;
8. **COMMON PURPOSES** shall mean and include the purposes of maintaining and managing the said Property, the Buildings and in particular the Common Portions rendering of the services in common to the Unit Owners, collection and disbursements of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common;
9. **CORPORATION** shall mean the Asansol Municipal Corporation and its different departments and

offices and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;

10. **DATE OF POSSESSION** shall mean the date on which the Purchaser takes actual physical possession or deemed possession of the said Flat after discharging all his liabilities and obligations;
11. **DATE OF COMMENCEMENT** of Liabilities shall mean the date after expiry of 15 days from the date of the Possession Notice or date of date of actual possession whichever is earlier;
12. **DEED OF CONVEYANCE** shall mean the Deed of Conveyance to be executed by the Vendor in favor of the Purchaser in respect of the said Flat Unit upon the Purchaser complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;
13. **DEVELOPMENT AGREEMENT** shall mean the Agreement made between the Owner and the Developer/Promoter regarding development and construction on the said Property by virtue of a **Registered Development Agreement vide Deed No. I-230405124 for the year 2024 at the Office of A.D.S.R. Raniganj**, including Supplemental Agreements and modifications made/to be made from time to time.
14. **DEVELOPER POWER OF ATTORNEY** shall mean a Registered Developer Power Of Attorney executed by **the land owners**, in favour of **NAV PROJECT** (a Partnership Firm), vide Registered Deed No. **I-230405901 for the year 2024** at the Office of A.D.S.R. Raniganj.
15. **EXCLUSIVE BALCONY / VERANDAH / OPEN TERRACE AREA OR "EBVT AREA"** shall mean have the same meaning as ascribed to it under the Act.
16. **FORCE MAJEURE** shall include natural calamities, Acts of God, floods, earthquakes, riots, wars, storms, cyclones, tempests, fire, civil commotion, civil wars, air raids, general strikes, lockouts, transport strikes, strikes/shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from Asansol Municipal Corporation or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Project, and/or any reasons/circumstances beyond the control of the Vendors;
17. **LAND / TOTAL PROPERTY** shall mean the land measuring more or less **08 Cottah** comprised in the said Property and particularly described in **Part I of Schedule B**;
18. **MAINTENANCE AGENCY** shall mean the Developer/Promoter itself or any association syndicate, committee, body society or company, formed / incorporated / appointed by the Developer/Promoter for the Common Purposes and shall mean the Association after it is handed over the maintenance of the Building;
19. **MAINTENANCE CHARGES** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser initially to the Developer/Promoter and upon its formation, to the

Association;

20. **MASCULINE GENDER** used in this Memorandum shall include the feminine and neuter gender and vice versa and **SINGULAR NUMBER** shall include the plural and vice versa.
21. **NET AREA** shall mean the aggregate of the Carpet Area and the EBVT area.
22. **PARKING SPACES** shall mean the spaces on the ground floor of the Building as sanctioned by the concerned authority for parking as mentioned in **Part III of Schedule B**.
23. **PLAN/PLANS** shall mean the Plan sanctioned by the Asansol Municipal Corporation vide **Building Permit Number – SWS-OBPAS/1101/2024/0171 dated 14-05-2024** and shall also include, wherever the context permits, such other plans that may be sanctioned including variations/modifications therein, if any, as well as all revisions, renewals and extensions thereof, if any.
24. **PROJECT** shall mean the work of development of the said Property, construction and completion of the Buildings, marketing and sale of the Units and other rights, handing over of possession of the completed units to the Unit Owners and execution and registration of the Deeds of Conveyance/in favour of the Unit Owners in respect of Apartment and common area to the Association of the Allottee. The Project named as **NIVEDITA APARTMENT**.
25. **PROJECT ADVOCATE** shall mean **Mr. Shouvik Dey (Advocate)** who have been appointed by the Owner / Promoter and have prepared this Memorandum and who shall prepare all legal documentation regarding the development, construction, sale and transfer of the said Property, the Buildings and the Flat Units therein, including the Deeds of Conveyance;
26. **PROPORTIONATE/UNDIVIDED SHARE** in relation to an apartment/unit/flat with all its cognate variations shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Project as mentioned in Fifth Schedule which is attributable to the apartment/unit/flat concerned;
27. **PURCHASER / ALLOTTEE** shall mean and include:
 - a. If he/she be an individual, then his/her respective heirs, executors, administrators, legal representatives and permitted assigns;
 - b. If it be a Hindu Undivided Family, then its members for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
 - c. If it be a Company or a Limited Liability Partnership under the Limited Liability Partnership Act, 2008, then its successor or successors in interest and permitted assigns;
 - d. If it be a Partnership Firm under the Indian Partnership Act, 1932, then its partners for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;

- e. If it be a Trust, then its Trustees for the time being and their successor(s)-in-office and assigns;
- 28. **“Act”** means the **Real Estate (Regulation and Development) Act, 2016**.
 - 29. **“Rules”** means the **West Bengal Real Estate (Regulation and Development) Rules, 2021** made under the Real Estate (Regulation and Development) Act, 2016.
 - 30. **“Regulation”** mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
 - 31. **“Section”** means a section of the Act.
 - 32. **“Water”** means the Developer / Promoter now providing water from Well. It is to be specifically mentioned here that if in future the Projects get water connection from Asansol Municipal Corporation then the cost of water line other charges to be bear by the Flat and Shop Owners proportionately. The developer / promoter will not bear and cost.

SCHEDULE 'B'

PART - I

SAID LAND / SAID PROPERTY

All that the land totally admeasuring approx. **08 Cottah** or 5760 square feet, situated **within Mouza - Searsole, J. L. No - 17**, bearing **R. S. Plot Nos. 1795 and 1798 corresponding to L. R. Plot Nos - 2462 and 2465**, and **L. R. Khatian Nos - 5090, 9927 and 9915 respectively**, A.D.S.R. Office at Raniganj, under Asansol Municipal Corporation at Raniganj, Sub-Division Asansol Sadar, situated at Babupara, P.O.- Searsole Rajbari, P.S.- Raniganj, PIN - 713358, District Paschim Bardhaman, over which the **G+3** Storied Building consisting of Ground, First, Second and Third Floor named as **"NIVEDITA APARTMENT"**. The Building Complex containing G+3 storied residential cum commercial multistoried building having parking space and commercial shops in the Ground Floor and Residential Flats in the First, Second and Third butted and bounded by :-

Butted and Bounded by :-

On the North – Land of Dalmia

On the South – 15 feet wide road

On the East – 15 feet wide road

On the West – Building of Susanta Mondal

Part - II

SAID FLAT / APARTMENT

ALL THAT the Residential **Flat No**, type **..... BHK**, measuring **..... Sq. Ft. (.....Sq. Ft.)** **Super-Built-Up Area** equivalent to Carpet Area (CA) **.....Sq. Ft.** with EBVT ... Sq. Ft. totalling Net Area (CA+EBVT) of **..... Sq. Ft.**, **Tiles flooring, without Roof Right**, situated on the **..... floor**, of the under construction Building / Project by the name **"NIVEDITA APARTMENT"** to be constructed at the said land. Border **RED** in the MAP or PLAN annexed as **Annexure "A"** herewith which do form a part of this Deed.

PART-III

"SAID PARKING SPACE"

- (i) **..... (.....) Covered** Wheeler Parking space measuring **.....Sq. Ft.** **(.....Sq. Ft.)**, **Cement flooring, without Roof Right**, situated on the **Ground floor**.

SCHEDULE 'C'

PAYMENT PLAN BYTHEALLOTTEE

<u>STAGE OF COMPLETION</u>	<u>PAYMENT TERMS</u>
At the time of Booking	10 % (+ GST as Applicable)
After completion of Ground Floor Roof Casting	20 % (+ GST as Applicable)
After completion of 1 st Floor Roof Casting	20 % (+ GST as Applicable)
After completion of 2 nd Floor Roof Casting	20 % (+ GST as Applicable)
After completion of 3 rd Floor Roof Casting	25 % (+ GST as Applicable)
Before Registration	5 % (+ GST as Applicable)
On Offer of Possession	Final amount as applicable (+ GST as applicable) + Other Charges (If any)

SCHEDULE 'D'

Specifications

Structure	RCC Frame with Red Brick Structure.
Brick Work	Brick Wall External 10” and Internal 5”
Finishing	External Plastered Surface and Interior Walls will be finished in Putty
Doors	Wooden Door Frame and / or Flush Door
Windows	Aluminium with Glass.
Flooring	Vitrified tiles on Floor
Toilet	Anti-Skied Tiles
Kitchen	Table top Marble
Sanitarywere	Reputed make Sanitary Fittings
Electricals	1. All internal wiring in concealed conduits with ISI Mark copper wires 2. All electrical switches are modular type 3. Adequate lighting / power point
External	Weather Proof exterior paint of good quality
Balcony	M. S. Railing 2’6”
Lift	Lift of Reputed Brand

SCHEDULE 'E'

COMMON PORTIONS & FACILITIES

1. Lobbies, passages, staircases, landings, corridors of the said Building
2. Driveways and internal paths and passages in the said Property
3. Lift, Lift pits, chute and lift machine rooms other equipments
4. Common drains, sewers, pipes and plumbing equipments
5. Water supply from well.
6. Common underground water reservoir.
7. Overhead water tank in the said Building.
8. Wires, switches, plugs and accessories for lighting of common areas
9. Water Pump and motor and water pump room (if any).
10. Septic Tank
11. Boundary walls and Main Gate
12. HT/LT room/space
13. Electricity meter space
14. Generator space (if any)
15. Amenities
 - Elevator (1 No)
 - No. of Stairs (1 No)
 - Open / Covered Parking.
 - 24 x 7 Water Supply.
 - 24 hrs. Power Backup.

The Proportionate annual ground rent is payable to the Govt. of West Bengal through the B.L & L.R.O. Raniganj. Dist. – Paschim Bardhaman

IN WITNESSES WHEREOF the Land Owners, Developer / Promoter and the Purchaser/s as hereinabove mentioned, put their respective hands unto this Indenture on the day, month and year first above written in presence of the following witnesses: -

This Deed has been printed in 25 Pages.

WITNESSES:

1.

SIGNED AND DELIVERED
by the **Land Owners**

2.

SIGNED AND DELIVERED
by the **DEVELOPER / PROMOTER**

SIGNED AND DELIVERED
by the **PURCHASER**

MEMO OF CONSIDERATION

Received from the Purchaser the within mentioned sum of ₹00 (₹)
.....) only (Including G.S.T.) paid in favour of “NAV PROJECT” as per
memo below:

From	Date	Mode	No.	Bank	Branch	Amount (₹)
TOTAL						

SIGNED AND DELIVERED
by the **DEVELOPER/PROMOTER**

Drafted and prepared
by me as per documents
produced before me and
typed and printed in my office

SHOUVIK DEY
(A D V O C A T E)
(Asansol Court)
Enrolment No. WB / 1029 / 2009