

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS TH DAY OF 2026 AT BURDWAN

By and Between

MR. AMIT PODDAR, PAN - ANUPP9819M, son of Rajendra Poddar, Indian by Nationality, Hindu by Religion, Business by Occupation, resident of 7 Hriday Sarkar Lane , Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101, herein after called and referred as the OWNERS cum VENDORS (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) Representated by his Registered power of attorney Holder - (1) Mr. Amit Poddar, PAN - ANUPP9819M, son of Rajendra Poddar and (2) Mr. Atul Poddar, PAN-AKCPP4765H, son of Rajendra Poddar, both are Indian by Nationality, Hindu by Religion, Business by Occupation, resident of 7 Hriday Sarkar Lane, Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101 are the present directors of **PODDAR REALTORS PVT. LTD.**, CIN No. U70109WB2011PTC169550, PAN-AAGCP2937G a company Registered under the Companies Act, 1956 having its Registered office at 1No. Parcus Road, P.O and P.S Burdwan, District - Purba Bardhaman, Pin 713101, as per "Registered Developer Power of Attorney after registration of development Agreement, vide deed no. 7580 dated 30/08/2024, recorded in Book no. 1, CD Volume No. 0201-2024, Pages from 175671 to 175701, being Deed No. 020107580 for the year 2024 which was registered in D.S.R-I, Burdwan, hereinafter called as **DEVELOPER / BUILDER** (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 FIRST PART ;**

AND

PODDAR REALTORS PVT. LTD., CIN No. U70109WB2011PTC169550, PAN-AAGCP2937G a company Registered under the Companies Act, 1956 having its Registered office at 1No. Parcus Road, P.O and P.S Burdwan, District - Purba Bardhaman, Pin 713101, represented by its present directors namely (1) Mr. Amit Poddar, PAN - ANUPP9819M, son of Rajendra Poddar and (2) Mr. Atul Poddar, PAN-AKCPP4765H, son of Rajendra Poddar, both are Indian by Nationality, Hindu by Religion, Business by Occupation, resident of 7 Hriday Sarkar Lane , Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101 herein after called as the **DEVELOPER cum BUILDER cum CONFIRMING PARTY** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their successors-in-interest, respective heirs, executors,

administrators, legal representative and permitted assignees, including those of the respective partners) of the party of the CONFIRMING PARTY:

AND

Mr./Ms. _____, (PAN _____), son/ daughter of _____, aged about _____, residing at _____ herein after called the PURCHASERS cum VENDEES, "(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).....of the party of the SECOND PART/Other Party.....

[Please insert details of other allottee(s)/Purchasers, in case of more than one allottee/Purchaser]

The Land Owners, Promoter/Developer and Allottee/Purchaser shall herein after collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

A. The parties of the FIRST PART herein is the absolute owner and possessor of ALL THAT the piece and parcel of land situated at Mouza - Guskara, J.L No. 110, appertaining to R.S and L.R Plot No. 3839, corresponding to Previous L.R Khatian No. 1220 (Nepal Chandra Roy) and 13175 (Tapan Kumar Roy), Present L.R Khatian No. 13751 (Amit Poddar), classification as Bastu, measuring an area 0.31 acres, Project measuring an area 12259 Sqft. within Ward No. 06, Mahalla - Gokul Sundari Primary School Road, Holding No. 29/A, under Guskara Municipality, P.O Guskara, P.S. Ausgram & District - Purba Bardhaman, along with a 16 feet wide Municipal Metal Road, situated on the Eastern side and or otherwise well and sufficiently entitled to the lands, hereditaments and premises as stated in the schedule specifically free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the entire First Schedule hereinafter referred to as the demised development property (hereinafter referred to as the "SAID PREMISES")

B. AND WHEREAS as per recital of the deeds that the First schedule mentioned property situated at Mouza Guskara, J.L. No. 110, appertaining to R.S and L.R Plot No. 3839, classification as Bastu, measuring an area 0.31 acres was belonged to One Shashanka Sekhar Majhi son of Late Haricharan Majhi, he became the actual owner and possessor of the schedule mentioned property continuously for over 12 years adversely by way of adverse possession, and thereafter said Shashanka Sekhar Majhi son of Late Haricharan Majhi, while he owning and possessing the schedule mentioned property with easementary right and discharging his liabilities to the knowledge of total exclusion of all others and acquired a better and independant title and ultimately he transferred the schedule mentioned property along with easementary right in favour of Nepal Chandra Roy and Gopal Gobinda Roy both sons of Amar Nath Roy, by virtue of registered deed of Sale vide Deed No. 3012 dated 22/04/1963, which was registered in the office of Guskara Sub Registrar, and thereafter said Gopal Gobinda Roy son of Amar Nath Roy while he owning and possessing his portion of share in the above mentioned undivided property i.e. Mouza Guskara, J.L. No. 110, appertaining to R.S and L.R Plot No. 3839, measuring an area undivided 0.155 acres with easementary right and discharging his liabilities to the knowledge of total exclusion of all others acquired a better and independant title and unfortunately he died intestate and leaving behind his wife namely Smt. Renuka Roy and two sons namely Apurba Kumar Roy and Tapan Kumar Roy as his only legal heirs and representatives who have jointly stepped into the shoes of the estate as left by their predecessor in interest namely Gopal Gobinda Roy under the principle of Hindu Succession Act 1956, and thereafter said Apurba Kumar Roy son of Gopal Gobinda Roy and Smt. Renuka Roy wife of Gopal Gobinda Roy, became the absolute owners and possessors 2/3rd share, of the predecessor in interest namely Gopal Gobinda Roy in resepect of the above mentioned property of Mouza Guskara, J.L. No. 110, appertaining to R.S and L.R Plot No. 3839 and they jointly exercised their respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf and thereafter they jontly had exercise their respective 2/3rd rights of ownership in respect of the same and ultimately they jointly transfered their 2/3rd share of the above mentioned property by way of gift in favour

of their brother and son respectively namely Tapan Kumar Roy son of Gopal Gobinda Roy, by virtue of registered deed of Gift, vide Gift Deed No. 2629 dated 08/09/2021, registered in Book No. I, Volume No. 0209-2021, Pages from 42743 to 42758 for the year 2021 which was registered in the office of the Addl. District Sub Registrar, Guskara, Purba Bardhaman. And thereafter said Nepal Chandra Roy son of Amar Nath Roy and Tapan Kumar Roy son of Gopal Gobinda Roy are jointly owning and possessing the schedule mentioned property of Mouza - Guskara, J.L. No. 110, appertaining to R.S and L.R Plot No. 3839, L.R. Khatian No. 1220 (Nepal Chandra Roy) and 13175 (Tapan Kumar Roy), classification as Bastu, measuring an area 0.31 acres and discharging their joint liabilities to the knowledge of total exclusion of all others and acquired a better and independant title and ultimately they jointly transferred the above mentioned property in favour of Amit Poddar son of Rajendra Poddar, resident of 7 Hriday Sarkar Lane , Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101 by virtue of registered Sale Deed being deed no. 0408 dated 24/01/2023, registered in Book No.1, Volume Number 0201-2023, Page from 9018 to 9034, being No. 020100408 for the year 2023, which was registered in the Office of DSR-I, Burdwan and thereafter said Amit Poddar son of Rajendra Poddar has acquired a better and independent title and peacefully possessed over the schedule mentioned, and ultimately his name was duly been recorded in the concerned L.R record of rights, vide L.R Khatian No. 13751 (Amit Poddar), and the Govt. taxes and others taxes was paid by the present land owner on his respective portion of share of land and thereafter he exercised his respective rights of ownership openly and to the knowledge of all concern without any claim, question or demand being raised by anybody and the said land owner peacefully possessed the same over the schedule mentioned property which is free from all encumbrances.

AND WHEREAS the above-mentioned DEVELOPER of this agreement is a highly reputed Promoter of Real Estate and Developer in the sector of Development and Promoting of Land and allied works and having more experience, knowledge and skill to develop the same. So, the OWNER of the First Schedule mentioned property gave offer to the DEVELOPER to develop the First Schedule properties as mentioned below. In response said Owner as well as the developers after due discussion over

the modus operandi and terms and conditions have entered into a Registered Development Agreement, vide deed No. 1696 dated 29/02/2024, recorded in Book No. I, Volume No. 0201-2024, pages from 36311 to 36381, being no. 020101696 for the year 2024 which was registered in the office of DSR-I, Burdwan and for further specification in respect of allocation share, both land owner and developers made a Supplementary Agreement, vide deed No. 7203 dated 16/09/2025, registered in Book -I, Volume No. 0201-2025, page from 188857 to 188891, being No. 020107203 for the year 2025, which was registered in the office of DSR-I, Burdwan and on the basis of Developer Power of Attorney vide No. 7580 dated 30/08/2024, registered in Book No. I, volume No. 0201-2024, pages from 175671 to 175701, being No. 020107580 for the year 2024, which was registered in the office of DSR-I, Purba Burdwan and since then the Developer obtained the possession in respect of the said FIRST SCHEDULE mentioned property. In order to construct building consisting of several flats and parking/shops spaces the said Developers with free consent and acknowledgement of the Owner cum Land Lord made Submitted a building plan through his architect before the Guskara Municipality and after scrutinized the entire plan and the first schedule mentioned landed property, the competent authority i.e. Guskara Municipality pleased to sanction the plan vide Building Permit Number: SWS-OBPAS/1203/2023/0236, dated 18/12/2023 sanctioned by the Chairman, Guskara Municipality on the terms and conditions and considerations mentioned therein and has started the construction of the said project named and styled as "GREEN VIEW APARTMENT" in accordance with necessary approvals and sanctioned plans-by the concerned authority. But again on the representation of the LAND OWNER, the Developer herein have further obtained sanction of building plan from the Guskara Municipality over the existing sanctioned building plan for Proposed G+III storied project building for addition and alteration and modification of the project building vide new building Permit number SWS-OBPAS/1203/2023/0236/ALT/1 dated 07/04/2025 issued by the Guskara Municipality, P.S. Guskara & District - Purba Bardhaman.

C. The Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the

Promoter/Developer regarding the said land on which Project is to be constructed have been completed;

D. The..... [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated bearing no.....;

E. The Promoter/Developer has obtained the final layout plan approvals for the Project from Guskara Municipality, Guskara. The Promoter/Developer 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/Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at.....no.....; on.....under registration

G. The Allottee/Purchaser had applied for an apartment in the Project vide application no.datedAnd has been allotted apartment no.....having carpet area of.....Square feet, type....., on.....floor in[tower/block/building] no.(“Building”) along with Garage /closed parking no.....admeasuring.....square feet in the Ground Floor, as permissible under the applicable law and of prorate share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (herein after referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

J. 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;

K. 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 herein after;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer here by agrees to sell and the Allottee/Purchaser here by agrees to purchase the [Apartment / Plot] and the garage/closed 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:

Subject to the terms and conditions as detailed in this Agreement, the Promoter/Developer agrees to sell to the Allottee/Purchaser and the Allottee/Purchaser hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs.....(Rupees.....Only (“**Total Price**”) (Give break up and description):

Block/Building/Tower no. Apartment no. Type Floor	Rate of Apartment per square feet*

*Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed Parking No.1	Price For 1
Garage/Closed Parking No.2	Price For 2

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee/purchaser to the Promoter/Developer towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer 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/Developer) up to the date of handing over the possession of the [Apartment/Plot]:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee/ purchaser to the promoter/developer shall be increased/reduced based on such change / modification;
- (iii) The Promoter/developer shall periodically intimate to the Allottee/Purchaser, the amount payable as stated in (i) above and the Allottee/Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter/developer shall provide to the Allottee/Purchaser 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/Plot] includes:1) prorate share in the Common Areas; and 2) _____Garage (s)/closed parking(s)as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee/Purchaser 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/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments.

The Allottee/Purchaser(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/Purchaser by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Promoter/developer.

It is agreed that the Promoter/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, plot or building, as the case may be, without the previous written consent of the Allottee/Purchaser. Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser 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/Developer. If there is any reduction in the carpet area within the defined limit then Promoter/Developer shall refund the excess money paid by Allottee/Purchaser 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/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter/Developer shall demand that from the Allottee as per the next miles tone 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.

Subject to Clause 9.3 the Promoter/Developer agrees and acknowledges, the Allottee/Purchaser shall have the right to the [Apartment/Plot] as mentioned below:

- (i) The Allottee/Purchaser shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee/Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee/Purchaser 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/Purchaser 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/Purchaser shall convey undivided proportionate title in the common areas to the association of allottees/Purchasers as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] 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.

It is made clear by the Promoter/Developer and the Allottee/Purchaser agrees that the [Apartment/Plot] along with./.....__garage/closed

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/Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees/Purchasers of the Project.

The Promoter/Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees/Purchasers, which it has collected from the Allottees/Purchasers, 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/Developer fails to pay all or any of the outgoings collected by it from the Allottees/Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees/Purchasers, the Promoter/Developer 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 there for by such authority or person.

The Allottee/Purchaser has paid a sum of Rs.....(Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment / Plot] at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Allottee/Purchaser hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter/Developer within the time and in the manner specified therein:

Provided that if the allottee/Purchaser 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/Developer abiding by the construction milestones, the Allottee/Purchaser shall make all payments, on demand by the Promoter/Developer, 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'.....' payable at.....

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee/Purchaser, 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 there under 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/Developer with such permission, approvals which would enable the Promoter/developer to fulfill 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/Purchaser 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/developer accepts no responsibility in this regard. The Allottee/Purchaser shall keep the Promoter/developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Promoter/developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/developer shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee/Purchaser and such third party shall not have any right in the application / allotment of the said apartment applied for herein in any way and the Promoter/Developer shall be issuing the payment receipts in favour of the Allottee/Purchaser only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

The Allottee/Purchaser authorizes the Promoter/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/developer may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter/Developer as well as the Allottee/Purchaser. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee/Purchaser and the common areas to the association of the allottees/Purchasers after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser 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/Developer as provided in Schedule C (“Payment Plan”).

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee/Purchaser has seen the specifications of the [Apartment/Plot] 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/Developer. The Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter/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 Provisions prescribed by the. [Please insert the relevant laws in force] 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/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT / PLOT

Schedule for possession of the said [Apartment/Plot]: The Promoter/Developer agrees and understands that timely delivery of possession of the

[Apartment/Plot] is the essence of the Agreement. The Promoter/Developer, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on,

Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/Purchaser agrees that the Promoter/developer shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottee/Purchaser the entire amount received by the Promoter/Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee/Purchaser, Allottee/Purchaser agrees that he/ she shall not have any rights, claims etc. against the Promoter/developer and that the Promoter/developer shall be released and discharged from all its obligations and liabilities under this Agreement.

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/Plot], to the Allottee/Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter/Developer shall give possession of the [Apartment/Plot] to the Allottee/Purchaser. The Promoter/Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/developer. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoter/Developer/association of allottees/Purchasers, as the case maybe. The Promoter/Developer on its behalf shall offer the possession to the Allottee/Purchaser in writing within.....days of receiving the occupancy certificate*of the Project.

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter/Developer as per clause 7.2, the

Allottee/Purchaser shall take possession of the [Apartment/Plot] from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/developer shall give possession of the [Apartment/Plot] to the allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.2, such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee/Purchaser - After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees/Purchasers, it shall be the responsibility of the Promoter/developer to hand over the necessary documents and plans, including common areas, to the association of the Allottees/Purchasers or the competent authority, as the case maybe, as per the local laws.

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

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

Compensation-

The Promoter/developer shall compensate the Allottee/Purchaser 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/developer fails to complete or is unable to give possession of the [Apartment/Plot] (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/Developer shall be liable, on demand to the allottees/Purchasers, in case the Allottee/Purchaser 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/Plot], 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/Purchaser does not intend to withdraw from the Project, the Promoter/developer shall pay the Allottee/Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter/Developer here by represents and warrants to the Allottee/Purchaser as follows:

- (i) The [Promoter/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 Promoter/developer 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;
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/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 [Apartment/Plot] and common areas;to the said Land, Project or the[Apartment/Plot];

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/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 [Apartment/Plot] and common areas;
- (vi) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
- (vii) The Promoter/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 [Apartment/Plot] which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- (viii) The Promoter/developer confirms that the Promoter/developer is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee/Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter/developer shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee/Purchaser and the common areas to the Association of the Allottees/Purchasers;
- (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/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 out

goings, 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/developer in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter/developer fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee/Purchaser 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/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 there under.

In case of Default by Promoter/developer under the conditions listed above, Allottee/Purchaser is entitled to the following:

- (i) Stop making further payments to Promoter/Developer as demanded by the Promoter/developer. If the Allottee/Purchaser stops making payments, the Promoter/Developer shall correct the situation by completing the construction miles tones and only there after the Allottee/Purchaser be required to make the next payment without any penal interest; or
- (ii) The Allottee/Purchaser shall have the option of terminating the Agreement in which case the Promoter/developer shall be liable to refund the entire money paid by the Allottee/Purchaser 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/Purchaser 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/Plot].

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

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

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter/developer, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee/Purchaser, shall execute a conveyance deed and convey the title of the [Apartment/Plot] 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/Purchaser 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/Purchaser authorizes the Promoter/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 Promoter/developer is made by the

Allottee/Purchaser. The Allottee/Purchaser 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).

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter/developer fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee/Purchaser 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/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 there under.

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- (i) Stop making further payments to Promoter/Developer as demanded by the Promoter/developer. If the Allottee/Purchaser stops making payments, the Promoter/Developer shall correct the situation by completing the construction miles tones and only there after the Allottee/Purchaser be required to make the next payment without any penal interest; or
- (ii) The Allottee/Purchaser shall have the option of terminating the Agreement in which case the Promoter/developer shall be liable to refund the entire money paid by the Allottee/Purchaser 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/Purchaser 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/Plot].

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

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

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11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter/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 association of the allottees/Purchasers. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. DEFECTLIABILITY

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/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5(five) years by the Allottee/Purchaser from the date of handing over possession, It shall be the duty of the Promoter/developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's/developer's failure to rectify such defects within such time, the aggrieved Allottees/Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE/PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee/Purchaser hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/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 appointed or the association of allottees/Purchasers (or the maintenance agency appointed by it) and performance by the Allottee/Purchaser 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.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter /Developer/ 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/Purchaser agrees to permit the association of allottees/Purchasers and/or maintenance agency to enter into the [Apartment/Plot] or any part

thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the

_____ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/Purchaser 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/Purchasers formed by the Allottees/Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12

above, the Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] 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/Plot], 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/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging there to, 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/Purchaser 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 Allottees/Purchasers 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. Further the Allottee/Purchaser shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the building. The Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee/Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/developer and thereafter the association of allottees/Purchasers and/or maintenance agency appointed by association of allottees/Purchasers. The Allottee/Purchaser 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 / PURCHASER

The Allottee/Purchaser is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee/Purchaser 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 [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/her 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/Plot/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/Plot/Building].

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 there with 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 here of 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/plot/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 here to 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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] 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 maybe, 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/Plot] bears to the total carpet area of all the [Apartments/Plots] 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, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.....

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:

.....Name of Allottee

.....(Allottee Address)

M/s.....Promoter name

.....(Promoter Address)

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 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 there of 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 in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

: JURISDICTION :

Appropriate Court at Burdwan District Judges' Court at Purba Bardhaman shall have the territorial jurisdiction to entertain all disputes and actions between the parties herein.

FIRST SCHEDULE REFERRED TO ABOVE

(The demised Plots of Land)

ALL THAT the pieces and parcel of Land situated at District - Purba Bardhaman, P.S. Burdwan Sadar, Sub Registry Office Burdwan of Mouza - Guskara, J.L No. 110, appertaining to R.S and L.R Plot No. 3839, corresponding to Previous L.R Khatian No. 1220 (Nepal Chandra Roy) and 13175 (Tapan Kumar

Roy), Present L.R Khatian No. 13751 (Amit Poddar), classification as Bastu, total measuring an area 0.31 acres, Project measuring an area 12259 Sqft. within Ward No. 06, Mahalla - Gokul Sundari Primary School Road, Holding No. 29/A, under Guskara Municipality, P.O Guskara, P.S. Ausgram & District - Purba Bardhaman, along with a 16 feet wide Municipal Metal Road, situated on the Eastern side which is morefully described in the schedule herein below and defined, delineated and marked in the sketch map attached to these presents.

PROJECT CATEGORY ground floor with III STD (G+III) Residential Flat Building at Mouza Guskara, J.L No. 110, Mahalla - Gokul Sundari Primary School Road, of Ward no. 06 under Guskara Municipality and construction over the said land with sanctioned plan by the Guskara Municipality which is more fully defined, delineated and marked in the sketch map attached to these presents, TOGETHER WITH all liberties, privileges and Easement, common facilities and amenities, appurtenant thereto and over and beneath the road/ common passage and TOGETHER WITH all rights, title, interests, possession of the owner through his predecessors and Which are butted and bounded as follows :

On the North - Land of Gopal Gobinda Roy and Land of Kalachand Biswas

On the South - 2.591 Meter wide Muncipal Road

On the East - 4.724 Meter or 16 feet more or less wide Municipal Road

On the West - Plot No. 3840 and together with all rights liberties and Easements including the easementary right of egress and ingress over the schedule mentioned property and otherwise all common rights free from all sort of encumbrances, charges, mortgages, liens, attachments etc.

THE SECOND SCHEDULE ABOVE REFFERED TO PART-I SAID FLAT

_____ALL THAT PIECE AND PARCEL OF ONE RESIDENTIAL FLAT being Flat No _____, on the measuring -Floor, towards & Side portion having its Carpet

Area Sq. Ft. measuring super built up area.....Sq. Ft. more or less together with undivided proportionate share in land including and at the premises fully measuring an area of.....Sq. Ft. in the Ground Floor of the said Building.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART-1

Specified dates for making payments:-

Consideration for the Undivided share and for construction and completion of the aforesaid Unit/Flat against the Carpet Area along with one open parking space (if any), amounting total AGREED CONSIDERATION Rs...../ (Rupees Only) Plus GST, excluding additional charges and other payable charges as stated above by the purchaser.

PART-II

PAYMENT SCHEDULE

****1ST PAYMENT:** - At the Time of Booking of the Flat the Purchaser have paid 5% advance through Cheque Payment through Cheques being Cheque No. to the DEVELOPER as advance money.

****2ND PAYMENT:** After the Time of Agreement of the Unit(s) the Purchaser paid 15% of the Total Amount advance through Cheque Payment or any kind of bank transer mode to the DEVELOPER as an advance money inclusive of the Booking Money.

****3RD PAYMENT:**10% of the Total Amount Plus GST after the execution of the Agreement adjusting the Booking amount adjusting the deposited amount.

****4TH PAYMENT:**15% of the Total Amount Plus GST of the total amount after casting of roof slab of the unit.

****5TH PAYMENT:** 15% of the Total Amount Plus GST of the total amount after completion of Brick work of the unit.

6TH PAYMENT: 15% of the Total Amount Plus GST of the total amount after completion of inside Plastering work of the unit.

****7TH PAYMENT:** 15% of the Total Amount Plus GST of the total amount after completion of Tiles work of the Unit.

****8TH PAYMENT:**10% of the Total Amount Plus GST of the total amount after completion of Wooden Fittings and Door and Window Frame work and also Grill Work of the Unit.

**** Full & Final Payment:** At the time of registration or Possession of the said unit, whichever is earlier.

THE FOURTH SCHEDULE ABOVE REFERRED TO ;

"COMMON PORTIONS"

SECTION A :

(Common Areas and installations in respect whereof only right of user in common shall be granted)

- a) Lobby and staircase of the particular Building wherein the said Flat is situated.
- b) Ultimate Roof, Lifts, lift machinery, lift pits, chute and machine rooms.
- c) Common drains, sewerages and pipes.
- d) Common water reservoirs, water tanks, water filtration plant, water pipes (save those inside any Flat) and deep tubewell (if any, allowed by the Municipality) appurtenant to the Buildings.
- e) Wires and accessories for lighting of Common Areas of the Buildings.
- f) Pumps and motors,

SECTION B :

(Common installations for which proportionate additional separate costs are to be paid by the Purchaser only)

- a) Electrical installations including meters, transformer and/or sub station that may be installed for receiving electricity from the body supplying electricity.
- b) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Flats.
- c) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section A hereinabove.
- d) Common HT / LT line Transformer & Generator set in the said building complex including costs of transformer, Generator and expenses for cabling and ancillary equipments are provided by the Land Owners and the Developers as per their allocation ratio which will be decided by the Developer.

: THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Specifications of Construction)

(Fittings and fixtures to be provided in the Unit)

- (I) **FOUNDATIN AND STRUCTURE** : The building is designed and will be built on R.C.C. foundation resting on bored piles and R.C.C. frame structure with necessary brick work and work as per the drawings and specification provided by the Architecture.
- (II) **DOORS** : Wood door frame with 35mm thick flush shutters having sprit polish teak finished on one side of the door except for Kitchen, Bedrooms, and toilet doors which will have commercial faced, inner sides painted with matching enamel paint. Entrance door shall have night latch, and a magic

eye. Bedroom and kitchen doors shall have lock and doorstopper and the toilet doors will have bathroom latch.

(III) WINDOWS: All windows will be standard section 1.5 mm, Powder coated / UPVC window with glass insert in each shutter fitted with matching fittings.

(IV) FLOORING: The flooring of the entire flats will be finished in vitrified tiles of approved make.

(V) TOILETS:

(a) Designer ceramic tiles on the walls up to door height.

(b) Water closets - European type commode with low level cistern.

(c) Standard hand basin.

(d) All the piping shall be in the concealed system,

(e) Hot and cool water line with provision for installation of geysers.

(f) Sleek C.P. fittings.

(g) Glass mirror.

(h) Anti skid vitrified tiles on floor.

(VI) KITCHEN:

(a) Granite top cooking platform with one stainless steel sink with proper tap fittings.

(b) Wall of kitchen will be covered with ceramic tiles up to a height of two feet above the counter.

(VII) DECORATION WORK: Inside wall will be finished with plaster of Paris punning and exterior surface of wall will be finished with combination of textures paint/glazing as per architectural drawings.

(VIII) ELECTRICAL WIRING AND FITTINGS AND GENERATOR POWER:

- (a) Total concealed wiring for all the rooms provided with electrolytic copper conductors.
- (b) Air-conditioning plug point in all bedrooms.
- (c) Geyser point in toilets.
- (d) Light and plug point in dining /drawing and bedrooms as per architectural drawings.
- (e) Proper provision of Electrical Switches and Boards for Fridge/ Microwave and / or other Kitchen appliances.

The above mentioned property is situated within the area of Guskara Municipality.

The 'land revenue' of the said property is to be paid as assessed for the purpose, to the State of West Bengal through the B.L. & L.R.O. Ausgram-I, Guskara, District - Purba Bardhaman.

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

Memo of Consideration

The **SECOND PART** hereby doth admit and confirm about RECEIPT and RECEIVING of and from the within named **INTENDING PURCHASER/TRANSFEREE** who paid the sum of **Rs./- (Rupees Only)** in advance through Cheque Payment through **Cheques** dated of the.....**Bank** out of agreed and settled consideration amount of the Flat & Parking Space being **Rs. (Rupees. Only) + GST (Separately to be paid). /-**