

ANNEXURE 'A'
[See rule 9]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is executed on this
_____ day of _____

BY AND BETWEEN

MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED, (PAN-AAACH8004L), being an existing company within the meaning of the Companies Act, 2013 having its registered office at 35, KALIGHAT ROAD MATRIKA APARTMENT, GROUND FLOOR, P.O & P.S.- BHAWANIPUR, KOLKATA-700025 DIST-SOUTH 24 PARGANAS, represented by its Director SRI INDRANIL CHANDA, SON OF LATE BRAJAGOPAL CHANDA, hereinafter referred to and called as "LANDOWNER".

AND

MESSRS. SAIMAA SYNERGY ONE SOLUTIONS PRIVATE LIMITED, [PAN-AAKCS1255L], being an existing company within the meaning of the Companies Act, 2013 having its registered office at Hotel Arya H.B. Road, P.S.- Lalpur,, Ranchi-834001 in the state of Jharkhand, having its correspondence office at 35, Kalighat Road, Matrika Apartment, Ground floor, P.O. & P.S.- Bhawanipur, Kolkata -700025 represented by its Director SRI SANDEEP SAHU @ SRI SANDEEP KUMAR SAHU, son of Sri Gopal Prasad Sahu, , hereinafter referred to and called as "LANDOWNER" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, successor-in-office legal representatives, representatives, executors, administrators, successors and assigns) "THE OWNER" represented by their lawful constituted attorney "N.N CONSTRUCTION" Proprietor Sri Bikram Hazra S/o Sri Nirad Baran Hazra having its registered office at C6/20 ALLAHAUDDIN KHAN BITHI, City Centre Durgapur, District- Burdwan by virtue of General Power of attorney,(which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**.

N.N Construction (a Proprietorship firm)[PAN-ADFPH3818M] having its registered

office at - **C6/20 ALLAHAUDDIN KHAN BITHI, City Centre Durgapur**, District- Burdwan presently Paschim Bardhaman, PIN-

713216 represented by its **Proprietor SRI. BIKRAMHAZRA [PAN-ADFPH3818M]** S/o Sri Nirad Baran Hazra by faith-Hindu, by occupation-Business, residing at OCD-2, JN AVENUE DURGAPUR (M CORP), District- Burdwan presently Paschim Bardhaman, PIN-713214 hereinafter referred to and called as the **"PROMOTER"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns of last surviving partner and his/her/their assigns).

{If the Allottee is a company }

(CIN no) a company incorporated under the provisions of the Companies Act 2013 .(Central Act 2013). having its registered office at (PAN) represented by the authorized signatory (Aadhar no) duly authorized vide board resolution dated hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators and permitted assignees).

{OR}

{If the allottee is a Partnership}

_____ a partnership firm registered under the Indian Partnership Act .1932.(Central Act 9 of 1932) having its principal place of business at _____ (PAN- _____) Represented by its authorized partner (Aadhar no) authorized vide Hereinafter referred to as the " Allottee " (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).

{OR}

{If the Allottee is an individual }

Mr / Ms.....(Aadhar no

Son /daughter of aged about.....

Residing at{PAN

Hereinafter called the "Allottee " (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).

{OR}

{If the allottee is a Hindu undivided family (HUF)}Mr / Ms(Aadhar no.....)S/O.....

(PAN.....) of aged aboutfor self and as the Karta of the Hindu joint Mitakshara Family known as.....HUF.having its place of business / residence at VILL + POST GRAM PS

DIST BURDWAN (PAN) ,hereinafter its place of business /residence at, (PAN

.....) Hereinafter referred to as on the " Allottee " (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs,representative to the context or meaning thereof be deemed to include his heirs, representatives, executors ,administrators,successors in-interest and permitted assigns as well as the members of the said HUF,their heirs ,executors,administrators,successors – in – interest and permitted assignees).hereinafter referred to as the "ALLOTTEE" (which expression unless repugnant to the context or meaning there of be deemed to mean and include his/her/their executors, administrators, successors-in-interest and permitted assigns).

The Promoter above named is also the full and absolute Owner of the land which is the subject matter of The Development herein

The Owner, and/or Promoter and the Allottee shall hereafter collectively be referred to as the "Parties" and individually as a "Party"

WHEREAS:

- A. The present land owning and possessing of a land measuring about **30.5 KATHA** under **Mouza-GOPALMATH,R,S PLOT NO 487,488,514,LR PLOT NO 429,452,451. L R Khaitan No 988,1239 J L NO -003**, Under Durgapur Municipal Corporation, Dist-Burdwan presently Pachim Bardhaman. The property particularly mentioned and described in the first schedule is L.R recorded property of the present owner.
- B. The said Land is earmarked for the purpose of building a residential purpose project, comprising.... Multistoried apartment building and the said Project shall be known as "**NIRVANA HEIGHTS III**". Provided that where land is earmarked for any institutional development the same shall be used for those purpose 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 regarding the said land on which Project is to be constructed have been completed.
- D. The Durgapur Municipal Corporation has granted the sanction to develop the Project vide Building Registration No. **CB/105/21** dated **24.09.2025** in respect of the said land and such building permit is fully valid and in full force and the necessary formalities thereafter have duly complied by the Promoter.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment building from the said Municipality. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section Agreement for Sale [Nirvana Heights III]

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 at Kolkata on _____ under Registration No.
- G. The Allottees had applied for an apartment in the Project vide Application dated and has been allotted apartment no. having Carpet Area of sqft (Built up area of sqft) and corresponding to Super Built-Up Area of Sqft, on floor, along with Garage / Covered Parking No _____, ad measuring sqft in "**NIRVANA HEIGHTS III**" ("Building") 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 (hereinafter 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;
- I. And the Promoter may in future develop further phases on the land parcels adjacent to Said Land and to get the plans sanctioned or amended and reserve the right to share common infrastructure i.e. driveway and other amenities (if any) with such future phase/phase in terms of Rules under the said Act.
- 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;
- Agreement for Sale [Nirvana Heights III]

K. And the Parties, relying on the confirmations, representations and assurances of each of them 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;

L. And in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters/Owners hereby agree to sell and the Allottees hereby agree to purchase the Apartment and the Garage/Covered Parking (if applicable) as specified in para 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 Promoters/Owners agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment, as specified in para H.

1.2 The Total Price payable for the Apartment based on the carpet area including the breakup thereof is Rs./- (Rupeesonly) ("Total Price") as per the following breakup:-

Apartment no Type APARTMENT Floor2 ND	Rate of Apartment per square feet @Rs /- per sq Feet Development - /-
Total price (in rupees)	/-

Provided breakup of the amounts such of apartment cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc, if/as applicable.

{AND }{if/as applicable

Garage /Covered Parking 1	Price for 1
Garage /Covered Parking 2	Price for 2
Total Price (in rupees)	

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoters), up to the date of handing over the possession of the apartment to the Allottee.

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 Promoters shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoters / Owners within the time and in the manner specified therein. In addition, the Promoters / Owners shall provide to the Allottee the details of the taxes paid or demanded along with the acts / rules / notification together with dates from which such taxes / levies etc. have been imposed or become effective.

(iv) The Total Price of Apartment includes recovery of price of the said land construction not only the apartment but also of the Common Areas, internal development charges, external development charges, taxes cost for providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles,

doors, windows in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

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 government authority and/or any other increase in charges which may be levied or imposed by the competent government 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 government authorities, the Promoters/Owners 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Registering Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee 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 installments payable by the Allottee 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 by the Promoter.

1.6

It is agreed that the Promoters shall not make any additions and alterations

in the

sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act: 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 for the betterment of the project.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate prescribed in the Rules from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "C". All these monetary adjustments shall be made at the same rate square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoters/Owners agree and acknowledge, the Allottee shall have the right to the **NIRVANA HEIGHTS III** as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment.

(ii) The Allottee shall also have undivided proportionate 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., save in case of allotment of respective car parking space(s) to the Allottees which shall not be capable of disturbance unless otherwise agreed to by the Allottee and further that without causing any inconvenience or hindrance to them, It is clarified that the Promoters/Owners shall hand over the Common Areas to the association of Allottees' after duly obtaining the occupancy certificate or completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the final price of the completed Apartment finished as per specification, more fully mentioned in Schedule D, includes recovery of proportionate price of Said Land underneath the building, construction of the Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided with in the Apartment and the Project.
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Apartment, as the case may be;

1.9

It is made clear by the Promoter and the Allottee agree that the Apartment along with _____ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land underneath the building 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 **according to the concerned Act, Rules, regulations and byelaws in respect thereof.**

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the project, namely **NIRVANA HEIGHTS III** shall not form a part of the declaration to be filed with **Durgapur Municipal Corporation** in accordance with the **West Bengal Real Estate Regulatory Authority.**

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which the Promoter has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgage or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by the Promoter from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, 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 Rs./-(**Rupees...only**) as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid 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 Apartment as prescribed in the Payment Plan [Schedule C], as maybe demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any

statutory 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 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 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.

3.2 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 in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, lay out plans which have 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 Municipal Act 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/PLOT

7.1 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 **23rd SEPTEMBER 2028** 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 Agreement for Sale[Nirvana Heights III]

implemented. The Allottee agrees and confirms that, in the event the comes 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 45days from that date .After refund of themoney paid by the Allottee ,Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall bereleased and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate*from the competent authority shall offerin 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 Promotershall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case maybe. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2,theAllotteeshall take possession of the Apartmentfrom 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. Incase the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 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 maybe, as per the local laws.

7.5 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 of the booking of the total amount of the 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 45 days of such cancellation.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of 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 90 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 here by 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; [In case there are any encumbrances on the land provided 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;
- (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 act or thing, Agreement for Sale [Nirvana Heights III]

whereby the right, title and interest of the Allottee created here in, may prejudicially be affected;

- (vii) The Promoter has not entered in to 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 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 or the competent authority as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part there of is owned by any minor and/or nominee or has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all government all dues ,rates ,charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas has been handed over to the Allottee and the association of Allottees or the competent authority as the case may be;
- (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

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

- (i) Promoter fails to provide ready to move 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 including the provision of all specifications, amenities and facilities as agreed to between the parties and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (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.

9.2 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 Ninety 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 there at specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Allottee fails to make payments for _____ consecutive demands made by the 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/ Plot] 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 there upon 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, Agreement for Sale[Nirvana Heights III]

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/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 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 service so 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.

**(i) RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance Agreement for Sale [Nirvana Heights III]

charges, as determined and there after 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 obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

13. 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' sand 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 other wise, with a view to set right any defect.

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, also cated within the **NIRVANA HEIGHTS III**, shall bear marked for purposes such as parking space sand 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 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.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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 ,or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which maybe 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 there to 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 under takes, 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/façade 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 store any 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 wall of 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.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering in to this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in

particular. That the Allottee hereby undertakes that he/she shall comply with and carryout, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demand sand repairs which are required by any competent Authority in respect of the Apartmentat his/her own cost.

17. ADDITIONALCONSTRUCTIONS

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage orcreate a charge on the Apartment and if any such mortgage or charge is made or created then not withstanding anything contained in any other law for the time beingin force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. THE WEST BENGAL APARTMENT OWNERSHIPACT,1972

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment OwnershipAct,1995 (West Bengal Act No. XVI of 1972).ThePromoters showing compliance of various laws/regulationsas applicable in the State of WestBengal.

20. 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 with in30(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.

21. 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, as the case may be.

22. RIGHT TO AMEND

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

23. 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, in case of a transfer, as the said obligations go along with the Apartment for Agreement for Sale [Nirvana Heights III]

all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights 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 precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 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.

25. 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.

26. 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.

27. 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 here in or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. 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 Durgapur.

29. 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

VILL + POST PO DIST WB (Allottee Address)

M/s N N CONSTRUCTION – (Promoter Name)

C6/20 ALLUDDIN KHAN BITHI, CITY

CENTRE, DURGAPUR 713216 . (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.

30. JOINTALLOTTEES

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.

31. 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.

32. 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.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such 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.]

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for Sale at _____
(city/town name) in the presence of attesting witness, signing as such on the day first above written

**SIGNED AND DELIVERED BY THE WITHIN NAMED
PROMOTER**

Please affix
Photograph and
sign across the
Photograph

**SIGNED AND DELIVERED BY THE WITHIN
NAMEDALLOTTEES**

Please affix
Photograph and
sign across the
Photograph

WITNESSES:-

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

SCHEDULE 'A'

(Description of the Apartment and Covered Garage)

Flat No :
Block : **NIRVANA HEIGHTS III**
Flat Type :
Carpet Area : sq ft
Balcony : sq ft
Built Up Area : sq ft
Super Built Area : sq ft
Parking : sq ft

BUTTED AND BOUNDED BY:

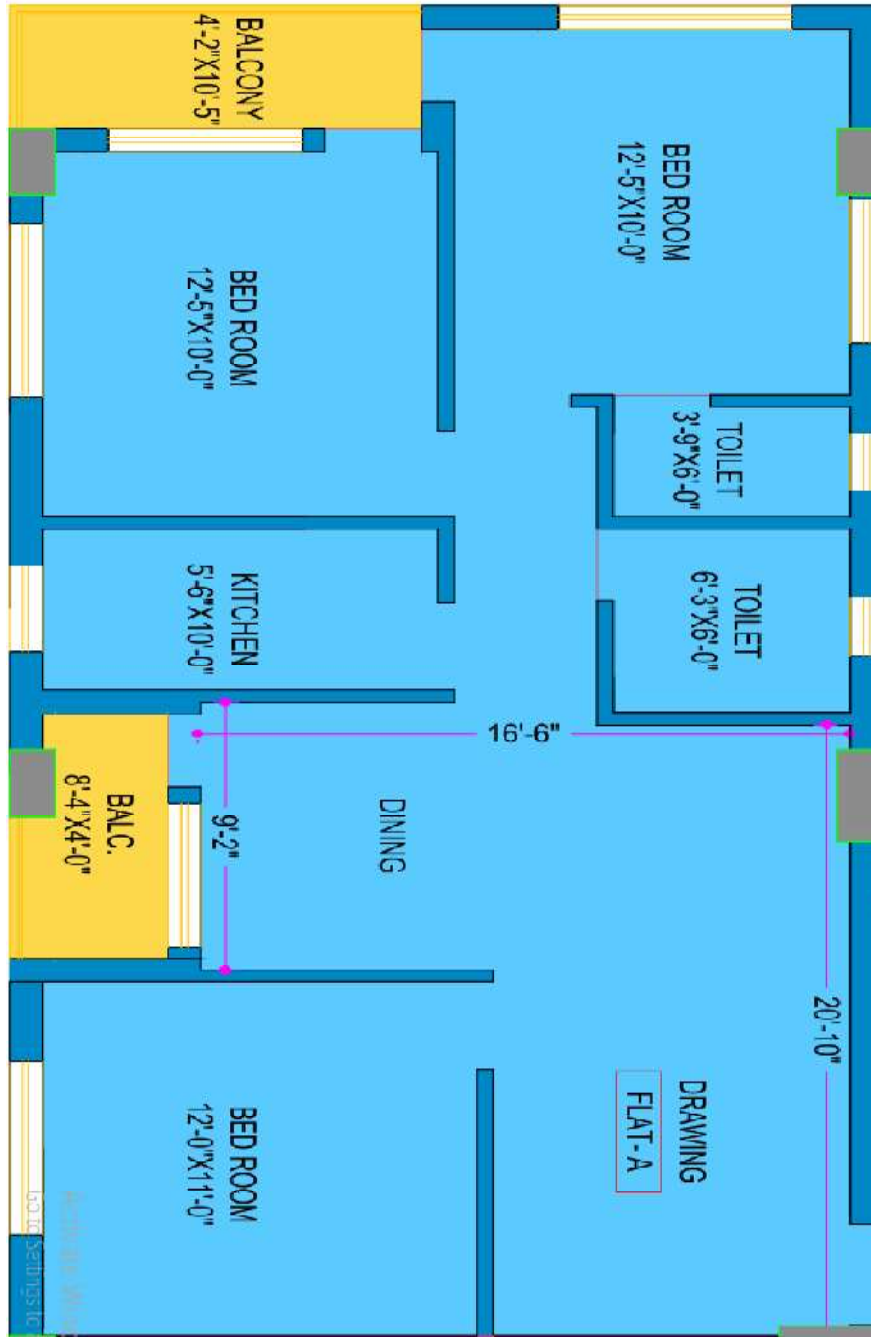
- 1** IntheWest:- RS PLOT 487
- 2** IntheEast:- RS PLOT NO 488,514
- 3** IntheSouth:- RS PLOT NO 1035
- 4** IntheNorth:- RS PLOT NO 487, 488(PART)

SCHEDULE 'B'

(Floor Plan of the Apartment)

Owner Name:

Flat No: ; Saleable Area: sq ft; Carpet Area : sq ft



SCHEDULE 'C'
(Payment Plan)

Sl.No.	Particulars	Flat Charges
1.	On Booking(Application)	Rs 100000
2.	On execution of Agreement for sale	10% of Total Consideration (Less Booking Amount)
3.	On completion of Excavation	10% of Total Consideration
4.	On completion of Foundation Slab	10% of Total Consideration
5.	On completion of Ground Floor Casting	10% of Total Consideration
6.	On completion of 1 st Floor Casting	10% of Total Consideration
7.	On completion of 2 nd Floor Casting	10% of Total Consideration
8.	On completion of 3 rd Floor Casting	10% of Total Consideration
9.	On completion of 4 th Floor Casting	10% of Total Consideration
10.	On completion of Brick work of own flat	5% of Total Consideration

11.	On completion of plastering of own flat	5% of Total Consideration
12.	On completion of flooring of own flat	5% of Total Consideration
13.	On offer of Possession or Execution of sale deed	5% of Total Consideration

GST Extra on every payment as per Govt Rule.

SCHEDULE 'D' (SPECIFICATIONS)

WATER SUPPLY	D.M.C. water supply
WALLS	Conventional brickwork/Outer wall of 10 inch and Inner wall will be 5 inch.
WALL FINISH	Interior - Wall Putty Exterior - Combination of weather coat
FLOORING	Vitrified tiles in all bedrooms, Living-cum-Dining, balcony.
KITCHEN	Kitchen Floor made of Anti skill Tiles and platform made of Granite Slab, Glazed tiles, up to the height of three feet from the kitchen platform, one stainless steel sinks will be provided.
TOILET	Antiskid tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 6 feet. ISI/ISO (Parry ware / Hind ware) and CP fitting (as per supply) One western type commode. Concealed plumbing and Pipe work.
DOORS	Door frame made of Sal wood, Front Decorative panel Door, Flush solid core / panel doors .and PVC DOOR IN TOILET, Locks of stainless steel.
WINDOWS	Sliding anodized grill glass window
COMMON LIGHTING	Overhead illumination for compound and common path lighting inside the complex.
WIRING	Standard concealed wiring for electricity. Average 25 (Twentyfive) Points for 2BHK & 30 (thirty) Points for 3BHK. Telephone and television point, Moduler switches belong to superior brands .2 no of 15 amp point to be provided for each unit and AC point will be provided only in Bedroom.

ELECTRICMETER	Individual meter of each unit in own cost
AMENITIES	Adequate standby generator for common areas, Services Lift provided in the building.

Part-II

(Common Areas & Installations – common to the Co-owners)

1. Paths passages and driveways in the premises.
2. Staircases, lobby and landings
3. Electric transformer, control panels and the accessories and wirings and the space required therefore.
4. Electrical wiring and fittings and fixtures for the common areas and installations including staircases, lobby and landings and operating the lifts.
5. Electrical installations with main switch and space required there fore.
6. Lift machineries accessories and equipments (including lift machine rooms) and lift swells for installing the same.
7. Fire fighting equipments including water reservoir tank and pump.
8. Water pump with electric motor.
9. Equipment's and accessories to augment municipal water supply.
10. Overhead water tank and underground water reservoir with distribution pipes from the overhead water tank connecting to different Units, if any, and from the underground water reservoir and water filtration plan to the over-head water tank.
11. Water waste and sewage evacuation pipes.
12. Drain sand sewers from the building to the corporation drain.
13. Stand by diesel generator set and space required therefore.
14. Entrances with gates to the said premises.
15. Boundary wall to the said premises.