

AGREEMENT FOR SALE WITHOUT POSESSION

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This Agreement for Sale ("**Agreement**") executed on ____ day of _____ 2025

BY

SAACHI DEVELOPERS, a partnership firm having its (**Income Tax PAN No.ACLFS6373B**) , under the Indian Partnership Act, 1932 , having its principal place of business at 119/A, N.S.B.Road, P.O. & P.S. Raniganj.Pin-713347 A.D.S.R.Office Raniganj, Sub- Division Asansol ,Dist-Paschim Bardhaman, West Bengal, represented by its Partners **1] SRI SATISH KUMAR BAGARIA** s/o Lt. Binod Kumar Bagaria by Nationality Indian ,faith Hindu , Occupation Business residing of 40,N.S.B.Road , P.O & P.S Raniganj-713347 Dist-Paschim Burdwan (W.B) , **2] ME.SEJAMEL HOQUE** s/o Lt. Bani Israil , by Nationality Indian ,faith Muslim ,Occupation Business residing of M.N Ghosh .Road ,Ronai ,Idgah Para , P.O & P.S Raniganj-713347 Dist-Paschim Burdwan (W.B) , hereinafter referred to as the "**Promoter/ Owners** " (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), of the **FIRST PART: .**

AND

1. MR. _____ **[PAN: _____]** (**Aadhaar No.**_____), S/o. Mr._____, aged about ____years, by **2. MR.** _____ **[PAN: _____]** (**Aadhaar No.**_____), S/o. Mr._____, aged about ____years Nationality Indian ,faith Hindu , occupation _____ residing at _____, hereinafter called the "**Allottees /Purchasers**" (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 **OTHER PART.**

INTERPRETATIONS/ DEFINITIONS:

(1) In this agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –

- (i) **ADDITIONAL PAYMENTS** shall mean the additional payments mentioned in Part-I of the **Schedule-G** hereto which are to be paid by the Purchasers to the Promoter in addition to the Agreed Consideration and shall also include any other additional amounts that may be required to be paid by the Purchasers;
- (ii) **APARTMENT / FLAT / UNIT** shall mean the Flat/Unit and/or other space intended to be built and constructed by the Promoter and/or constructed area capable of being exclusively held or occupied by any Unit Owner in the Buildings together with the right, if any, to park car/motorcycle in a Parking Space, appurtenant to such Flat, together with the right to use and enjoy the Common Portions in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;
- (iii) **PARTNERSHIP FIRM** shall mean **SAACHI DEVELOPERS** a Partnership Firm .
- (iv) **ASSOCIATION** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owner / Promoter and the representatives of all the buyers of Flat Units and which shall be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (v) **BUILDINGS** shall mean the 2 (Two) Blocks , **Block-A** & **Block B** both consisting of Ground + Five Storied Building structures to be constructed on the Premises by the Promoter in terms of the Plans as also the other constructions, including amenities , that may be constructed on the Premises by the Promoter from time to time .
- (vi) **CARPET AREA** shall have the meaning as described to it in the Act;

- (vii) **COMMON EXPENSES** shall mean and include all expenses to be incurred payable and contributable proportionately by the Unit Owner for the maintenance, management, upkeep and administration of the Buildings, the said Property, the Common Portions therein and the said Property and the expenses for rendering of services for the Common Purposes as mentioned in the schedule-E;
- (viii) **COMMON PORTIONS** shall mean such common areas, facilities and installations in the Buildings/Complex and the said Property including all the present and future phases, like staircases, landings, lobbies, lifts, passages, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations mentioned in the **Schedule-E & F** hereto;
- (ix) **COMMON PURPOSES** shall mean and include the purposes of maintaining and managing the said Property, the Buildings and in particular the Common Portions rendering of the services in common to the Unit Owner, collection and disbursements of the Common Expenses and dealing with the matters of common interest of the Unit Owner and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common;
- (x) **DATE OF POSSESSION** shall mean the date on which the Purchasers takes actual physical possession or deemed possession of the said Flat after discharging all his liabilities and obligations;
- (xi) **DEED OF CONVEYANCE** shall mean the Deed of Conveyance to be executed by the Vendor in favor of the Purchasers in respect of the said Flat Unit upon the Purchasers complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;
- (xii) **“EXCLUSIVE BALCONY / VERANDAH / OPEN TERRACE AREA” OR “EBVT AREA”** shall mean have the same meaning as ascribed to it under the Act.

- (xiii) **FORCE MAJEURE** shall include natural calamities, Acts of God, floods, earthquakes, riots, wars, storms, cyclones, tempests, fire, civil commotion, civil wars, air raids, general strikes, lockouts, transport strikes, strikes/shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from Durgapur Municipal Corporation or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Project, and/or any reasons/circumstances beyond the control of the Vendors;
- (xiv) **LAND / TOTAL PROPERTY** shall mean the whole site (land and building structure) on it admeasuring more or less 24 Katha comprised in the said Property and butted four side particularly as described in Schedule-A ;
- (xv) **PLAN** shall mean the Plan sanctioned by the **Durgapur Municipal Corporation** vide no. _____ **Dated** _____ for construction of new buildings partly for residential & commercial purpose and shall also include, wherever the context permits, such other plans that may be sanctioned including variations/modifications therein, if any, as well as all revisions, renewals and extensions thereof, if any;
- (xvi) **MAINTENANCE AGENCY** shall mean the Promoter itself or any association syndicate, committee, body society or company, formed / incorporated / appointed by the Promoter for the Common Purposes and shall mean the Association after it is handed over the maintenance of the Building;
- (xvii) **MAINTENANCE CHARGES** shall mean the proportionate amount of Common Expenses payable monthly by the Purchasers initially to the Promoter and upon its formation, to the Association;
- (xviii) **NET AREA** shall mean the aggregate of the Carpet Area and the EBVT area.
- (xix) **PARKING SPACES** shall mean the spaces on the Ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings identified or unidentified

as may be sanctioned by the concerned authority for parking as mentioned in Part II of Third Schedule. Shortest walking distance between the building entrance lobby and entry to location where a medium size/suv car or a two wheeler is parked.

- (xx) **PROJECT** shall mean the work of development of the said Property, construction and completion of the Buildings, marketing and sale of the Units and other rights, handing over of possession of the completed units to the Unit Owner/Sellers and execution and registration of the Deeds of Conveyance/in favor of the Unit Owner/Sellers in respect of Apartment and common area to the Association of the Allottees / Purchasers;
- (xxi) **PROPORTIONATE / UNDIVIDED SHARE** in relation to an apartment/unit/flat with all its cognate variations shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Project as mentioned in Schedule-E which is attributable to the apartment/unit/flat concerned;

Words and expressions used herein and not defined, but defined in the West Bengal Real Estate Regulatory Authority ,shall have the same meaning respectively assigned to them in the Act.

WHEREAS:

- A. Party of the First Part is the absolute and lawful owner of piece and parcels of Bastu land “Said Land” (more particularly described in **Schedule-A**), within the district of the Paschim Bardhaman, Sub-Division Durgapur, P.O Fuljhore & P.S : New Township Durgapur-713206 Mouza – Fuljhore J.L. No. 107, **L.R. Khatian Nos. 7137, 8387, 7629 R.S. Plot Nos. 1492 ,1494 , 1497, 1677** appertaining to **L.R. Plot No.6110,6113,6117,6119,6119/6983** Bastu measuring an area of **55 (Fifty Five) Decimal** more or less within the limit of Durgapur I Municipal Corporation;
- B. The said land is developed by party of the First part i.e. **SAACHI DEVELOPERS** , and present land owners name have been recorded in L.R. Record as ‘owners’;

The said Land is earmarked for the purpose of building residential project comprising multistoried residential Blocks and the said project shall be known as '**NAKSHATRA TOWERS**' 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 commencement certificate to develop the project vide approval dated _____ vide _____ .
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications, and approvals for the Project and also for the apartment from **DURGAPUR MUNICIPAL CORPORATION** . The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the **West Bengal Housing Industry Regulatory Authority at KOLKATA vide registration No. – _____.**
- G. The Allottees /Purchasers in the Project has been allotted in **NAKSHATRA TOWERS Block No. ,Flat No. – , Floor-** admeasuring total Area **Sq. Ft (including Super-Built up)** ,having its **Carpet Area (CA) Sq. Ft** with **EBVT Sq. Ft**, Net area **(CA+EBVT) Sq.Ft** ,Type **BHK** ,of **Block-** of **NAKSHATRA TOWERS** along with **1 (One) wheeler parking** admeasuring **sq. ft (including super-built-up)** in the **Ground floor** of **Block-** , as permissible under the applicable law and or pro rata 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 C** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**;

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- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. The Parties relying on the confirmations representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees /Purchasers hereby agrees to purchase the **[Block- / Flat No. / Floor / sq.ft with nos. Wheeler Parking in Ground Floor of Block-A]**.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agrees to purchase, the Apartment as specified in paragraph H;

The Total Price for the [Apartment] based on the carpet area is **Rs. (Rupees** ("Total Price") (break up and description):

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date of handing over the possession of the Apartment. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottees to the Promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter shall periodically intimate to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: **1) pro rata share in the Common Areas; and 2) wheeler parking as provided in the Agreement.**

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

1.4 The Allottees shall make the payment as per the payment plan set out in **Schedule-D** ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments @ bank rates (as applicable) 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 Allottees by the Promoter.

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

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottees 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 Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoter shall demand that from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.1 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottees shall have the right to the Apartment as mentioned below:

- (i) The Allottees shall have exclusive ownership of the Apartment;
- (ii) The Allottees/Purchasers shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottees/Purchasers in the common areas is undivided and cannot be divided or separated, the Allottees/Purchasers shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges

and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;

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

1.9 It is made clear by the Promoter and the Allottees agrees that the Apartment along with two wheeler and four wheeler parking as mentioned earlier 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 Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the

project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.12 The Allottees has paid a sum of **Rs.** **/- (Rupees only)** as booking amount, details of which is mentioned in **Schedule-H**, being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan Schedule-D as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottees 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 Allottees / Purchasers shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque /demand draft / bankers cheque or online payment (as applicable)] in favour of **SAACHI DEVELOPERS** payable at **RANIGANJ**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the

Promoter to 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 Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees 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 Allottees 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 favor of the Allottees only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS :

The Allottees 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 Allottees undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottees. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottees 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 Allottees 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 D ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT / APARTMENT :

The Allottees has seen and accepted the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter 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 Durgapur Municipal Corporation 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:

7.1 Schedule for possession of the said Apartment:-

The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottees /Purchasers and the common areas to the association of Allottees /Purchasers or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment] along with ready and complete common areas with all specifications, amenities and facilities of the project by **May 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 Allottees / Purchasers

agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment] :Provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees /Purchasers agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees/Purchasers the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottees / Purchasers about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottees / Purchasers, the Allottees / Purchasers agrees that he /she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession:-The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment], to the Allottees /Purchasers in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottees. The Promoter agrees and undertakes to indemnify the Allottees /Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees /Purchasers, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees /Purchasers , as the case may be,. The Promoter on its behalf shall offer the possession to the Allottees in writing within 45 (Forty Five) days of receiving occupancy certificate of the Project.

7.3 Failure of Allottees/Purchasers to take Possession of Apartment :- Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottees/Purchasers shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the [Apartment] to the Allottees/Purchasers .

In case the Allottees/Purchasers fails to take possession within the time provided in clause 7.2, such Allottees/Purchasers shall continue to be liable to pay maintenance charges as specified in clause 7.2, such Allottees shall continue to be liable to pay maintenance charges as applicable.

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

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

Provided that where the Allottees /Purchasers proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment or 10% of the Total Consideration amount whichever may be higher. The balance amount of money paid, if any, by the Allottees /Purchasers shall be returned by the Promoter to the Allottees/Purchasers within forty-five days of such cancellation.

7.6 Compensation - The Promoter shall compensate the Allottees /Purchasers 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 Promoter 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 /Purchasers , in case the Allottees /Purchasers 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 prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of becoming due :Provided that where if the Allottees /Purchasers does not intend to withdraw from the Project, the Promoter shall pay the Allottees /Purchasers interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottees / Purchasers 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 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 or Authority with respect to the said Land, Project or the [Apartment];
- (iv) 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 whereby the right, title and interest of the Allottees/Purchasers created herein, may prejudicially be affected.

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottees /Purchasers under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottees / Purchasers in the manner contemplated in this Agreement;

(ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottees in the manner contemplated in this Agreement;

(x) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottees / Purchasers and the common areas to the association of Allottees / Purchasers or the competent authority, as the case may be;

(xi) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has

been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees/Purchasers and the association of Allottees/Purchasers or the competent authority, as the case may be.

(xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

(xiv) That the property is not waqf Property.

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 Allottees within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a Promoter 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, Allottees is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottees stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any penal interest; or

- (ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottees 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 Allottees 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.

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

- (i) In case the Allottees 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 Allottees 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 Allottees 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 in favor of the Allottees and refund the amount money paid to him by the Allottees by deducting the booking amount paid for the allotment or 10% of the Total Consideration amount whichever may be higher and the interest liabilities thereby and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottees, 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 Allottees 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 Allottees 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 Allottees. The Allottees 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 BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Allottees/Purchasers upon the issuance of the completion certificate/partial completion certificate issued by the AMC and/or the occupancy certificate provided by the Promoter of the Project. The cost of such maintenance has not been included in the Total Price of the Apartment. The Allottees/Purchasers is hereby bound to pay the maintenance per month to the Promoter till handover of the Project as a whole (or to the Association if formed). However, in case of elongated time frame in handing over to the Association then the Allottees/Purchasers are bound to pay the Maintenance to the Promoter till the Association is not formed.

12. DEFECT LIABILITY

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

13. RIGHT OF ALLOTTEES TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottees hereby agrees to purchase the Apartment 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 (or the maintenance agency appointed by it) and performance by the Allottees 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/maintenance agency/association of Allottees/Purchasers shall have rights of unrestricted access of all common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees/Purchasers agrees to permit the association of Allottees/Purchasers and/or maintenance agency to enter into the .[Apartment] or any part thereof, after due notice and during the normal working - hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Service Areas : The service areas, if any, as located within the ‘**NAKSHATRA TOWERS**’, shall be ear-marked for purpose such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottees/Purchasers shall not be permitted to use the services areas 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 for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and

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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 may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment , its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottees 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 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 Allottees 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 Allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment.

16.3 The Allottees 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 Allottees 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 ALLOTTEES

The Allottees is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable in general and this project in particular. That the Allottees 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, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment 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 approved by the competent authority(ies), except for provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charges 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 Allottees/Purchasers who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottees/Purchasers by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees/Purchasers until, firstly, the Allottees/Purchasers signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottees/Purchasers and secondly, appears for registration of the same before the concerned ADSR DURGAPUR -713206 as and when intimated by the Promoter. If the Allottees / Purchasers fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees/Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottees/Purchasers for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees/Purchasers

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application of the Allottees/Purchasers shall be treated as cancelled and all sums deposited by the Allottees/Purchasers in connection there with including the booking amount shall be returned to the Allottees/Purchasers without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreement allotment letter, correspondences, arrangements whether written or oral any, between the Parties in regard to the said apartment, 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 ALLOTTEES / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees in not making payments as per the Payment Plan (Schedule-D) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one Allottees 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.

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26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottees in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments 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 completed 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 Allottees /Purchasers, in Raniganj after the Agreement is duly executed by the Allottees/Purchasers and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the **Sub-Registrar at ADSR DURGAPUR -713206**. Hence this Agreement shall be deemed to have been executed at **DURGAPUR** .

30. NOTICES

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

Name of the Allottees	(1) (2)
Address of the Allottees	
Name of the Promoter	SAACHI DEVELOPERS
Address of the Promoter	119/A, N.S.B ROAD RANIGANJ -713347 DIST- PASCHIM BARDHAMAN ,WEST BENGAL

It shall be the duty of the Allottees /Purchasers 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 Allottees /Purchasers, as the case may be.

31. JOINT ALLOTTEESS

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottees 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 enforces in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act or under Arbitration and Conciliation Act 1996.

[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].

34. ASSOCIATION OF ALLOTTEES

The Association shall be formed under the provisions of the West Bengal Apartment Ownership Act, 1972 and the Promoter shall hand over the maintenance of the Premises to such Association and the Association shall be responsible for the maintenance of the Buildings and the Premises. It is also stipulated that all the Apartment Owner including the Allottees/Purchasers shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owner of the Buildings including the Allottees / Purchasers herein.

The Allottees/Purchasers hereby also agrees covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in Schedule-G and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

35. SAVINGS

Any application letter, allotment letter, agreement, or any other document signed by the Allottees /Purchasers in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot

or building, as the case may be, shall not be construed to limit the rights and interests of the Allottees/Purchasers under the Agreement for Sale or under the Act or the rules or the regulations made there under.

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36. DECLARATION

The Parties herein declare and confirm that the additional terms and conditions in addition to the fore mentioned terms are the contractual understanding between the parties and have been mutually agreed upon and have been mutually added and/or clarified by the parties to the basic format suggested under the Rules. Such additional/clarifications terms and conditions are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made there under.

It is obligation on the part of the Allottees / Purchasers to get this Agreement registered before the concerned registering authority, in case the Allottees /Purchasers defers to get the agreement registered for whatsoever may be the reason the Promoter shall not held liable and it is agreed between the Parties that the Allottees / Purchasers shall continue to pay the payments as per the milestones as stipulated in the payment Schedule-D hereinafter.

37.Notwithstanding to the terms as stipulated in Clause 7.5 & 9.3 hereinabove, on cancellation by Allottees / Purchasers and/or in case of default of the Allottees / Purchasers , if any amount required to refunded to the Allottees/Purchasers out of the amount paid under this agreement to the Promoter, the fees and charges relating to this Agreement for Sale including the stamp duty, registration fees, GST, other applicable levies, Advocate fees, incidental and other expenses shall not be refunded by the Promoter.

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SCHEDULE- 'A'

Description of the Project Land

In the Dist. of Paschim Bardhaman, Sub-Division Durgapur , under Durgapur Municipal Corporation , A.D.S.R. Office Durgapur , Mouza- Fuljhore , J.L. No.- 107, **L.R. Khatian No. 7131 , 8387, 7629 R.S. Plot No.- 1492,1494,1497 ,1677 corresponding to L.R. Plot No. 6110 ,6113,6117,6119,6119/6983** Classification Bastu 55 decimal (approx) of vacant land, which forms the part of this agreement.

SCHEDULE- 'B'

Floor Plan of the Apartment

The Project is Divided in to 2 (Two) Blocks ,Ground +Five Storied Building consists of Residential Flats in **Block A** & Residential Flats cum Commercial Shop in **Block.B** in the Building Complex under the name “**NAKSHATRA TOWERS**” as per Plan sanctioned from Durgapur Municipal Corporation Plan No. vide

SCHEDULE- 'C'

Description of the Apartment

The Residential **Flat No.** , **Floor** , **Type** **BHK** admeasuring total area Sq. Ft. (including Super -Built-Up) having its Carpet Area (CA) Sq. Ft. with EBVT Sq. Ft. totaling Net Area (**CA+EBVT**) **Sq. Ft.**, on the **Floor** of “**Block**” “with proportionate share of land allotted to the said flat without roof right,

of the under construction Building named “**BLOCK -** ”, in the Project named “**NAKSHATRA TOWERS** ”.

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Said Parking Space

The right to park **1(One) nos.** **Wheeler Parking** measuring an area of **sq. ft** (including Super-Built-Up Area) at Ground floor of **Block-** in the Project named “**NAKSHATRA TOWERS**”.

SCHEDULE ‘D’

Instalments / Payment Plan

1.	On Booking	10% of the total Amount (+GST as Applicable)
2.	On Agreement to Sale	10% of the total Amount (+GST as Applicable)
3.	On Ground Floor Roof Casting of the respective Block / Building	10% of the total Amount (+GST as Applicable)
5.	On First Floor Roof Casting of the respective Block / Building	10% of the total Amount (+GST as Applicable)
6.	On Second Floor Roof Casting of the respective Block / Building	10% of the total Amount (+GST as Applicable)
7.	On Third Floor Roof Casting of the respective Block / Building	10 % of the total Amount (+GST as Applicable)
8.	On Fourth Floor Roof Casting of the respective Block / Building	10 % of the total Amount (+GST as Applicable)
9.	On Fifth Floor Roof Casting of the respective Block / Building	10 % of the total Amount (+GST as Applicable)
10.	On Finishing Works	15 % of the total Amount (+GST as Applicable)
11.	Before Handover	05 % of the total Amount (+GST as Applicable)

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SCHEDULE 'E'

Specifications of the Construction

- Structure :- RCC Frame Structure with Red / Fly Ash Bricks work in cement Mortar as per design & Exterior Brick work 10" & internal wall 5" thick .
- Finishing :- External Plastered surface with weather coat, Interior walls finished in wall Putty with Primer coat.
- Doors :- All Doors Flush Doors , Bathroom PVC Door
- Windows :- Aluminum Sliding window with M.S.Grill .
- Flooring :- Vitrified Tiles in all the Rooms ,Common Passage / Stairs will be Marble/Tiles.
- Kitchen :- Flooring - Antiskid Tiles ,Counter Tops –Granite with Steel Sink & 2ft" glazed Tiles above working platform
- Toilet :- Flooring - Antiskid Tiles ,Wall - Glazed Tiles upto 6' ft ht. ,Sanitary ware Standard Quality , Taps Chrome Plated , PVC Cistern with Geyser Points .
- Electrical :- All internal wiring in concealed conducts with ISI copper wires , Modular Switches Adequate lighting / power points / at appropriate location.
- Generator :- 24 hours Power Back-Up .
- Water :- Water Supply for drinking from DMC
- Parking :- Space at Ground Floor
- Lift :- Lift of Branded Company

(Disclaimer: The above specifications are indicative and are subject to change at the sole discretion of Promoter /Engineer)

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SCHEDULE “F”

Specifications Amenities, Facilities

1.	Parking Space at Ground Floor
2.	Auto Door Lifts
3.	24hr.Power Back-up
4.	Round the Clock Security
5.	Fire Extinguishing Equipment at common space
6.	Lightning arrestors at suitable place
7.	Community Hall
8.	Gymnasium

Common Portions

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift, Lift pits, chute and lift machine rooms other equipments.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from Durgapur Municipal Corporation (as per availability)
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building.
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories (if any)

- j) Water Pump and motor and water pump room (if any).
- k) Septic Tank

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- l) Common toilets (if any)
- m) Room for Security (if any).
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas.
- o) Boundary walls and Main Gate
- p) HT/LT room/space
- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Buildings (if any)
- t) Gymnasium, community hall.
- u) Any other area as per prevailing Act and Rule.

SCHEDULE-‘G’

Part-I

Additional Payments

- a) Additional consideration payable to the Promoter in case there is any increase in area of the said Flat upon construction being made and the measurement being certified by the Promoter. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.
- b) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Flat, including the costs, charges and expenses for revision of the Plans for the said Flat.

c) Works contract tax, GST, betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Flat Unit, the Buildings, the said Property and/or the Project.

d) Stamp duty, registration fee, misc. expenses for registration of deed of conveyance/Agreement for sale and all other taxes, levies, miscellaneous and other allied

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expenses relating to this Memorandum, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Flat Unit and additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time.

e) Proportionate price, charges and expenses for electric meters from Electric Supply but excluding security deposit to be made to the Concern Authority for installation of such electric meter, and other related equipment and accessories including for their acquisition and installation and for the equipment, instruments, additional facilities and conveniences for the Unit Owner that may be provided by the Promoter in the Buildings, the said Property and/or the Project.

f) Formation of the Association of Allottees for the Common Purposes.

The Additional Liabilities that are not quantified above shall be quantified by the Promoter at the appropriate time. In respect of the Additional Payments for which no time for payment is specified in this Agreement, the Purchasers agrees and undertakes to pay the same within 15 fifteen days of demand by the Promoter without raising any objection whatsoever.

Part-II

Deposits/Charges

The following Deposits/charges are not included in the Total Price / Agreed Consideration and the Allottees /Purchasers has agreed and undertaken to pay the same within 15 (Fifteen) days of demand without raising any objection whatsoever regarding the same.

a) Maintenance deposit/charges at the rate of Rs. (Rupees only) Per Square Feet of total area of the said Unit for 1 (One) year with GST as applicable.

b) Deposit/charges for any other item in respect of which payment is to be made by the Purchasers under Part-I of this Schedule.

SCHEDULE-‘H’

Memo of Consideration

Cheque no.	Date	Bank	Amount
		TOTAL	
(Rupees Only)			

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottees:

(1) _____

(2) _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Signature of the Owners/Promoter :

WITNESSES:-

1.Name & Address :

2.Name & Address :