

AGREEMENT FOR SALE

This Agreement for Sale executed on this of, 2023

BY AND BETWEEN

1. MOHAMMAD SALMAN SHAIKH, PAN-AQWPS5547G, S/o- Abdul Gaffar Sekh, resident of 62/8 Kamal Nagar, Central School Street, Post Office- Rajbati, P.S.- Burdwan, District-PurbaBardhaman, Pin-713104, **2)MD. HUSAIN ALAMSHA SHAIKH**, PAN-AHBPS25970, S/o- AlamshaAbdulkhalek Shekh, resident of Vill - Champta, P.O.-Haridas Pur, P.s. - Pandua, DistHooghly, Pin712147, presently resident of 12/3077, Jisan Palace, Rani Talao, Kanskiwad, Surat City, Surat, Gujarat, Pin-395003, **3)MD. MOTIAR RAHAMAN alias**

MOTIAR RAHAMAN, PAN-ADMPR3224Q, S/o Mohammad Ali, resident of Satgharia, P.s.Pandua, Dist.-Hooghly, Pin712149, **4) ARSAD ALI MALLICK**, PANAOHPM9971R, S/O- Unus Ali Mallick, resident of Dakshin Durgapur, Chhota Baharkuli, Baharkuli, DistrictPurbaBardhaman, Pin712146, **5) MD. MAFIJUR RAHAMAN**, PAN-ALPPRS457A, S/o- Mahammad Motiar Rahaman, resident of Satgharia, P.s.-Pandua, DistHooghly, Pin712149, all represented by its lawfully Constituted Attorney named **MOHAMMAD SALMAN SHAIKH**, Director of **SAMIMA CONSTRUCTION PVT.LTD** appointed vide registered Developer's Power of Attorney being No. 3548 for the year'2022 hereinafter referred to and called for the sake of brevity as the **LAND OWNERS/ INTENDED SELLER** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

SAMIMA CONSTRUCTION PVT.LTD., PAN-AAVCS5998P, a Company registered under Companies Act, having its registered office at Vill, P.O. & P.S.- Pandua, Dist.-Hooghly, Pin-712149, represented by its Director **MOHAMMAD SALMAN SHAIKH**, S/O Late Abdul Gaffar Sekh, by nationality-Indian, by faith Islam, by occupation Business, resident of 82/8, Kamalnagar Central School Street, Goda, P.O.- Rajbati, P.S.- Burdwan Sadar, Dist.-PurbaBardhaman, Pin-713104, hereinafter referred to as **DEVELOPER/ INTENDED SELEER** (which expression shall unless included or by repugnant to the context shall be deemed to include its successors in office, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

....., PAN NUMBER....., **Adhar No.....** son / wife / daughter of.....residing atby faith....., by Occupation, by Nationality....., hereinafter referred to and called as the **INTENDED PURCHASER (S)** unless excluded by or repugnant to the context shall be deemed to include his/her/their legal heirs, legal representatives, executors, administrators and assignee etc. of the **OTHER PART**

The Landlord, Promoter and Vendee/Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**"

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WHEREAS

WHEREAS the properties, more fully described in the **FIRST** Schedule of this **DEED OF CONVEYANCE** originally belonged to one Shambhu Charan Guha and others and they acquired the same by dint of two Deeds of Sale being No. 659 for the year 1972, vide Book No. I, Vol. No. 8, Page -254 to 256, recorded at the office of District Sub-Register, Burdwan & 2829 for the year'1975, recorded in

Book No. I, Vol. No. 35, Page -223 to 224, registered at the office of District Sub-Registrar, Burdwan. That thereafter during ejmal ownership and possession of the property, in question more fully described in the FIRST Schedule herein below, with other Co-sharers, said Shambhu Charan Guha expired on 01.09.1989 leaving behind his wife named Bina Guha, his two sons named Sudip Guha and Subrata Guha and his only daughter named Arundhati Samanta as his legal heirs and representatives as applicable to Hindus. Subsequently, by a Registered Deed of Partition being No. 5468 for the year 1993, vide Book No. I, volume No. 99, Pages 17 to 37 registered at the office of the Addl. District Sub Registry Office at Burdwan and the aforesaid Bina Guha, Sudip Guha, Subrata Guha and Arundhati Samanta aspart of the aforesaid deed of Partition became joint owners of properties, more fully described in the FIRST Schedule hereunder, each having undefined and undemarcated 1/4 share each thereon.

AND WHEREAS after becoming owners of undefined and undemarcated 1/4 th share each in respect of the properties more fully described in the FIRST Schedule hereunder, aforesaid Arundhati Samanta and Subrata Guha transferred their respective 1/4 share each to their mother Bina Guha by dint of two Deeds of Gift being no. 512 for the year' 2014, recorded in Book No. I, CD Vol. No.2, Page -2125 to 2138, registered at the office of District Sub-Registrar-II, Burdwan & 513 for the year'2014, recorded in Book No. I, CD Vol. No.2, Page -2139 to 2151, registered at the office of District Sub-Registrar-II, Burdwan. Accordingly, by dint of said Deed of Partition being No. 5468 for the year' 1993, Deeds of Gift being no. 512 for the year'2014 & 513 for the year'2014, aforesaid Bina Guha became owner in respect of undefined and undemarcated 3/4 share in the respect of the Property, more fully described in the FIRST Schedule hereunder.

AND WHEREAS during ejmal ownership and possession by Sudip Guha along with his mother Bina Guha, said Sudip Guha expired on 24.09.2018 and he was unmarried during his lifetime and leaving behind his widow mother Smt. Bina Guha as his only legal heir and successor as applicable to Hindu succession law and said Bina Guha become sole exclusive owner and possessor of the properties more fully described in the FIRST SCHEDULE hereunder.

AND WHEREAS, during her ownership and possession of the properties, more fully described in the FIRST Schedule hereunder, said Bina Guha died intestate on 24.04.2019, leaving behind her said married daughter Arundhati Samanta and Subrata Guha as her legal heirs and representatives who became absolute owners and possessors as per Hindu succession law in respect of the properties more fully described in the FIRST Schedule hereunder and each having each having undefined and undermarketed 1/2 share therein.

AND WHEREAS, thereafter, aforesaid Arundhati Samanta and Subrata Guha, while their ejmal ownership and possession for their own personal benefit transferred the FIRST Schedule land, more fully described hereunder to 1) Mohammad Salamn Shaikh, son of Late Abdul Gaffar Sekh of 62/8, Kamalnagar

Central School Street Goad, PurbaBardhaman, 2) Md. Husain Alam Sha Shaikh, son of Alam Sha Abdul..... Shekh, of Vill.- Champta, P.S.- Pandua, Dist.- Hooghly, 3) Md. Motaiar Rahaman @ Motiar Rahaman, son of Mohammad Ali, of Satgharia, P.S.- Pandua, Dist.- Hooghly, 4) Asad Ali Mallick, son of Unus Ali Mallick, of Dakhin Durgapur, Chotabaharkuli, Dist.- PurbaBardhaman and 5) Md. Mofijur Rahaman, son of Mohammad Motiar Rahaman, of Satgharia, P.S.- Pandua, Dist.- Hooghly, by executing a Deed of Sale being No.020305298 for the year'2019, recorded in Book No.-I, Volume No.203, Page No.121194 to 121236, registered at the office of the ADSR, Burdwan.

AND WHEREAS after mutating their names in the present L.R.R.O.R as well as converting the land, more fully described in the FIRST Schedule herein below, from 'Dokan' to Commercial Bastu' and from 'Danga' to Bastu', by the order of A.D.M.& D.L.&L.R.O., PurbaBardhaman, during their ownership and possession of the land, more fully described in the FIRST Schedule herein below, the aforesaid LAND OWNERS, for considerable period of time have been thinking of developing multistoried Residential cum Commercial Complex consisted of several self contained Flats, shops, commercial spaces and parking spaces thereon in such manner as may yield them greater advantage and financial benefit. But as the LAND OWNERS herein neither have experience, adequate and appropriate skill and knowledge nor have capacity and ability, both financially and technically, have been searching for competent DEVELOPER. Being learnt of intention of the LAND OWNERS, the DEVELOPER herein, which is a highly reputed Developer, having vast experience, knowledge and skill in the field of real estate Development, upon making inspection and search and being duly satisfied as to marketable title of the land, more fully described in the FIRST Schedule hereunder, has approached before the LAND OWNERS with an offer to develop the land, more fully described in the FIRST Schedule hereunder, at its own costs and expenses and so that the Land Owners yield the LAND OWNERS herein greater financial advantage and benefits.

AND WHEREAS the LAND OWNERS herein after being duly enquired and satisfied about competency and reputation of the DEVELOPER herein have accepted the offer and agreed to depute the DEVELOPER to develop multi-storied Residential cum Commercial complex named **"GUHA APARTMENT"**, by executing a deed of development agreement with **SAMIMA CONSTRUCTION PVT. LTD.** a company registered under The Companies Act. as also executed a developers power of attorney in favour of the said developer on 05.04.2022 and the same was registered in the office of ADSR, Burdwan as Deed No. 3541 for 2022, and 3548 for 2022 respectively for performing the aforesaid construction work along with other relevant works including sale power.

WHEREAS, a sanctioned Plan being BDA Rayan-I Gram Panchayat Vide No..... dated in the name of the

..... have already been obtained with regard to the said Multi-Storied Residential Cum Commercial Complex on land morefully described in the '**FIRST SCHEDULE**' hereunder.

AND WHEREAS on the basis of the said sanctioned Building Plan the DEVELOPER is constructing G+ Apartment residential cum Commercial Complex in the name "GUHA APARTMENT" on the **FIRST SCHEDULED** land more fully described hereunder.

- A. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under Registration No. _____;
- B. The Intended Purchaser had applied for an unit in the Project *vide* application no.... datedand has been allotted Flat No. '.....' having carpet area of square feet, type BHK, onfloor in the said Apartment residential cum Commercial Complex in the name "GUHA APARTMENT" along with proportionate share of common parking, 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**.
- C. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- D. Additional details;
 - a. Since presently there is no water supply from Rayan-I Gram Panchayet, the water supply is being done through submersible pump and the purchaser is fully aware of this fact and this shall not be treated as deficiency in services.
 - b. Project area maintenance charges of Rs. /- per sq.ft. per month shall be applicable after completion certificate is obtained for the building as decided by Rayan-I Gram Panchayet.
 - c. **The charge for installation of transformer for electric connection as well as 24 hours electric back up by soundless DG as well as other purpose with payment of Rs./- only.**
 - d. That in case if Rayan-I Gram Panchayet or any other government agency water supply is provided then actual expense incurred shall be shared equally by the residents and occupier of "GUHA APARTMENT" and shall be paid in advance collectively by all the residents and occupier of the said society."
 - e. That if the purchaser wishes to sell or transfer the said flat to any other third party before the registration of the said flat, the intended

- purchaser will have to pay 10% of the collector/consideration value of the flat to the PROMOTER and take NOC from the PROMOTER before any such transfer.
- f. After possession of the FLAT the purchaser shall not disturb any of the internal and the external walls, columns, beams, elevations etc. without prior written permission from the PROMOTER.
 - g. For the purpose of construction as well as registration of the association according to West Bengal Apartment Ownership Act, the purchaser shall Rs./- only by one time.
- E. 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;
- F. 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;
- G. 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 Intended purchaser hereby agrees to purchase the [Apartment] as specified in Para B.
- H. 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 Intended purchaser and the Intended purchaser hereby agrees to purchase, the Apartment as specified in Para G.
- 1.2.** The Total Price for the Apartment based on the carpet area is Rs...../- (Rupees) only **Including 1 % GST & Excluding Registration Charges (As applicable).**

Apartment No., TypeBHK, on Floor	Rate of Apartment per square feet* Rs. per sq.ft.
Taxes	GST as 1% over the value
Maintenance Charges	Maintenance Charges Rs. /- only per sq.ft. per month.
Society security deposit	Rs. /-

Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or veranda areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per Para 11 etc., if/as applicable.

Explanation:

- (i) The Total Price above includes the booking amount paid by the intended purchaser to the Promoter towards the Apartment.
- (ii) The Total Price above **include Taxes** (consisting of tax paid or payable by the Promoter by way of **1% GST** and Cess or **Value Added Tax, Service Tax, Stamps Duty, Registration Fees, Other legal expenses and Cess** or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called, as applicable) up to the date of handing over the possession of the apartment/plot to the intended purchaser and the project to the association of intended purchasers or the competent authority, as the case may be, after obtaining the completion certificate
- (iii) Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the intended purchaser to the promoter shall, be increased/reduced based on such change / modification:
- (iv) Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the 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 intended purchaser;
- (v) The Promoter shall periodically intimate in writing to the Intended purchaser, the amount payable as stated in (i) above and the Intended purchaser shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Intended purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (vi) (The Total Price of 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. 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 Intended purchaser hereby agrees to pay, due to increase because 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 Intended purchaser 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 Intended purchaser, 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 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 intended purchaser.
- 1.4. The Intended purchaser(s) shall make the payment as per the payment plan set out in **Schedule C** ("**Payment Plan**").
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Intended purchaser by discounting such early payments **NIL** per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Intended purchaser 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 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, plot or building, as the case may be, without the previous written consent of the Intended purchaser as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Intended purchaser, or such minor changes or alterations as per the provisions of the Act.
- 1.7. *[Applicable in case of an apartment]* The Promoter shall confirm to the final carpet area that has been allotted to the Intended purchaser after the construction of the Building is complete and the **Completion 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

Intended purchaser 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 Intended purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Intended purchaser, the Promoter may demand that from the Intended purchaser 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 per square feet as agreed in para 1.2 of this Agreement.

1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Intended purchaser shall have the right to the Apartment as mentioned below:

- (i) The Intended purchaser shall have exclusive ownership of the Apartment;
- (ii) The Intended purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Intended purchaser in the Common Areas is undivided and cannot be divided or separated, the Intended purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of intended purchasers after duly obtaining the completion certificate from the competent authority 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, electrical connectivity to the apartment, lift, waterline and plumbing, finishing with paint, floor tiles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (iv) The Intended purchaser has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

1.9. It is made clear by the Promoter and the Intended purchaser agrees that the Apartment along with without 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

Intended purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Intended purchasers of the Project.

1.10. The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Intended purchasers, which it has collected from the Intended purchasers, for the payment of outgoing (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 outgoing collected by it from the Intended purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Intended purchasers, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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.

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

Provided that if the intended purchaser delays in payment towards any amount which is payable, intended purchaser shall be liable to pay interest at the rate of **10%**.

2. MODE OF PAYMENT: Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Intended purchaser shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **SAMIMA CONSTRUCTION PVT.LTD.** payable at...

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Intended purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 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 fulfil its obligations under this Agreement. Any refund, transfer of security, if

provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Intended purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may 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 regard to matters specified in para 3.1 above. The Intended purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Intended purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Intended purchaser 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 Intended purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Intended purchaser only.
4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Intended purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the intended purchaser against the [Apartment/Plot], if any, in his/her name and the Intended purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
5. **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Intended purchaser and the common areas to the association of intended purchasers or the competent authority, as the case may be.
6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:** The Intended purchaser has seen 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 **Town & Country Planning** 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 intended purchaser and the common areas to the association of intended 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 in place on, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Intended purchaser 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 Intended purchaser 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 Intended purchaser the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the intended purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Intended purchaser, the Intended purchaser 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 Intended purchaser in terms of this Agreement to be taken within two months from the date of issue of Completion certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the intended purchaser shall be carried out by the promoter within 3 months from the date of issue of Completion certificate]. The Promoter agrees and undertakes to indemnify the Intended purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Intended purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of intended purchasers, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the

occupancy certificate of the apartment/plot, as the case may be, to the intended purchaser at the time of conveyance of the same.

7.3. Failure of Intended purchaser to take Possession of Apartment -

Upon receiving a written intimation from the Promoter as per Para 7.2, the Intended purchaser 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 intended purchaser. In case the Intended purchaser fails to take possession within the time provided in para 7.2, such Intended purchaser shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4. Possession by the Intended purchaser - After obtaining the Completion certificate* and handing over physical possession of the Apartment to the Intended purchasers, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Intended purchasers or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall hand over the necessary documents and plans, including common areas, to the association of intended purchasers or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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

Provided that where the intended purchaser 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. The balance amount of money paid by the intended purchaser shall be returned by the promoter to the intended purchaser within 45 days of such cancellation.

7.6. Compensation – The Promoter shall compensate the Intended purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

7.7. 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 in para 7.1; 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 intended purchasers, in case the Intended purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the

[Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Intended purchaser does not intend to withdraw from the Project, the Promoter shall pay the Intended purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the promoter to the intended purchaser within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Intended purchaser as follows:

- 8.1. 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;
- 8.2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 8.3. There are no encumbrances upon the said Land or the Project;
- 8.4. 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
- 8.5. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- 8.6. 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;
- 8.7. 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 Intended purchaser created herein, may prejudicially be affected;
- 8.8. 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 Intended purchaser under this Agreement;
- 8.9. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Intended purchaser in the manner contemplated in this Agreement;
- 8.10. At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Apartment

to the Intended purchaser and the common areas to the association of intended purchasers or the competent authority, as the case may be;

8.11. 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;

8.12. 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 a 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 intended purchaser and the association of intended purchasers or the competent authority, as the case may be;

8.13. 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 Intended purchaser within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, '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, Intended purchaser is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Intended purchaser stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Intended

purchaser be required to make the next payment without any interest; or

- (ii) The Intended purchaser shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Intended purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Intended purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the intended purchaser within forty-five days of it becoming due.

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

- (i) In case the Intended purchaser fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the intended purchaser shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules **as 10% over the demanded payment.**
- (ii) In case of Default by Intended purchaser under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Intended purchaser and refund the money paid to him by the intended purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the intended purchaser about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Intended purchaser, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Completion certificate* and the completion certificate, as the case may be, to the intended purchaser. [Provided that, in the absence of local law, the conveyance deed in favour of the intended purchaser shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Intended purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the

Intended purchaser authorizes the Promoter to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges to the Promoter is made by the Intended purchaser.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT: The Promoter shall be responsible to provide and maintain essential services in the Project until the taking over of the maintenance of the project by the association of intended purchasers upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

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 Intended purchaser 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 Intended purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter/maintenance agency/association of intended purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Intended purchaser agrees to permit the association of intended purchasers and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE: Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the "GUHA APARTMENT", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Intended purchaser shall not be permitted to use the service 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 intended purchasers formed by the Intended purchasers for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to Para 12 above, the Intended purchaser 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 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.

15.2. The Intended purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Intended purchasers 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 Intended purchaser 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 Intended purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3. The Intended purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of intended purchasers and/or maintenance agency appointed by association of intended purchasers. The Intended purchaser shall be responsible for any loss or damages arising out of breach of any of the previously mentioned conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. 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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(is) and disclosed, except for as provided in the Act.

18. 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 charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Intended purchaser who has taken or agreed to take such Apartment.

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE): The Promoter has assured the Intended purchasers that the project in its entirety is in accordance with the provisions of the **West Bengal Apartment Ownership Act 1972.**

20. BINDING EFFECT: Forwarding this Agreement to the Intended purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Intended purchaser until, firstly, the Intended purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Intended purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar **Bardhaman**, (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Intended purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Intended purchaser 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 Intended purchaser for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Intended purchaser, application of the Intended purchaser shall be treated as cancelled and all sums deposited by the Intended purchaser in connection therewith including the booking amount shall be returned to the Intended purchaser 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/plot/building, 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 INTENDED PURCHASER / SUBSEQUENT INTENDED PURCHASERS: 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Intended purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

24.2. Failure on the part of the Parties 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 Intended purchaser has to make any payment, in common with other Intended purchaser(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 Apartments in the Project.

27. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the others such instruments and take such other actions, in addition 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.

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 Intended purchaser, in Burdwan after the Agreement is duly executed by the Intended purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Bhopal (specify the address of the Sub-Registrar at Bardhaman). Hence this Agreement shall be deemed to have been executed at **Bardhaman**.

29. NOTICES: That all notices to be served on the Intended purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Intended purchaser or the Promoter by Registered Post at their respective addresses mentioned above.

It shall be the duty of the Intended purchaser 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 Intended purchaser, as the case may be.

- 30. JOINT INTENDED PURCHASERS:**That in case there are Joint Intended purchasers all communications shall be sent by thePromoter to the Intended purchaser whose name appears first and at the address given byhim/her, which shall for all intents and purposes to consider as properly served on allthe Intended purchasers.
- 31. SAVINGS:**Any application letter, allotment letter, agreement, or any other document signed bythe intended purchaser, in respect of the apartment, plot or building, as the case may be, priorto the execution and registration of this Agreement for Sale for such apartment, plotor building, as the case may be, shall not be construed to limit the rights andinterests of the intended purchaser under the Agreement for Sale or under the Act or the rulesor the regulations made thereunder.
- 32. GOVERNING LAW:**That the rights and obligations of the parties under or arising out of this Agreementshall be construed and enforced in accordance with the Act and the Rules andRegulations made thereunder including other applicable laws of India for the timebeing in force.
- 33. DISPUTE RESOLUTION:**All or any disputes arising out or touching upon or in relation to the terms andconditions of this Agreement, including the interpretation and validity of the termsthereof and the respective rights and obligations of the Parties, shall be settledamicably by mutual discussion, failing which the same shall be settled through theadjudicating officer appointed under the Act.*[Please insert any other terms and conditions as per the contractual understandingbetween the parties, however, please ensure that such additional terms andconditions are not in derogation of or inconsistent with the terms and conditions setout above or the Act and the Rules and Regulations made thereunder.]*

SCHEDULE ‘A’ –

[Description of the land]

THE FIRST SCHEDULE ABOVE REFERRED ALL THAT piece and parcel of land located at P.S.- Burdwan Sadar, Dist.- PurbaBardhaman, Mouja-Rayana-1, J.L. No.-68, appertaining to RS. Khatian No. -1092&780, L.&”Khatian No.10444,10445,10446, 10447 & 10448, comprised in:

<u>L.R. Plot No.</u>	<u>Class</u>	<u>Area</u>
2022 Acre	Commercial Bastu	0.16
2022/3825 Acre	Bastu	0.26

within the local limits of Rayab-1-I Gram Panchayat , which is butted and bounded by :

ON THE NORTH :- 12 ft. wide Unnamed Metal Road;

ON THE SOUTH :- Land of R.S Plot No. 9347;

ON THE EAST :- P.W.D Side Land & then Burdwan-Katwa Road;

ON THE WEST :- Part of Land of R.S Plot No, 2002 & 2003 .

TOGETHER WITH all rights, liberties and easements including the easement of egress and ingress and otherwise all common rights, free from all sorts of encumbrances, charges, mortgages, liens, attachments etc.

THE SECOND SCHEDULE ABOVE REFERRED TO SCHEDULE

All that piece and portion of one self contained residential/commercial Flat measuring Sq. ft. carpet area being Flat No. On the Floor of the Apartment Known as **GUHA APARTMENT**’ of existing **FIRST SCHEDULE** of Bed Rooms, Dining cum living Room, Varandah, Kitchen, Toilets and privy along with Car Parking Space measuring Sq.Ft. on the Gr, Floor as shown in the sketch Map annexed herewith and bordered by colour therein together with proportionate undivided share of land underneath of **FIRST SCHEDULE** herein above and all rights of Common user of Path Passage, stair, lobby, roof water Pump, water reservoir and sanitary tank cable etc. meant for common use of **FIRST SCHEDULE APPARTMENT** namely ‘**GUHA APARTMENT**’.

SCHEDULE ‘C’ - PAYMENT PLAN

SCHEDULES FOR PAYMENT PERCENTAGE

BOOKING AMOUNT as Rs. .../- (Rupees ...) only by Cheque No., dated ...

WITHIN 15 DAYS OF BOOKING ...%

AT THE TIME OF FOUNDATION ...%

AT THE TIME OF GROUND FLOOR ROOF CASTING- ..%

AT THE TIME OF FIRST FLOOR ROOF CASTING- ..%

AT THE TIME OF SECOND FLOOR ROOF CASTING- ...%
AT THE TIME OF THIRD FLOOR ROOF CASTING- ...%
AT THE TIME OF FOURTH FLOOR ROOF CASTING- ...%
AT THE TIME OF FIFTH FLOOR ROOF CASTING- ...%
AT THE TIME OF SIXTH FLOOR ROOF CASTING-..%
ON POSSESSION AS WELL AS REGISTRATION, rest amount of the consideration money have to be paid to the Developer by the Intended purchaser

SCHEDULE ‘D’ –
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT

The flat as mentioned in the owner’s allocation for the owner shall make

Specification of construction by ISI brand material

FOUNDATION(Structure):	R.C.C. Frame (Conc. Grade) and Steel (....)
DOORS:	Flash Door and PVC Door in Bathroom.
WINDOW:	Aluminum Channel.
GRILL:	Grill with Uniform design in Window, Ventilation and Varanda.
ELECTRICALS:	Conceal wearing with PVC Pipe & ISI Branded Switch and Copper wiring in every room.
FLOORING:	Vitrified Floor Tiles flooring
TOILET:	Tiles Up to (Door Height) or 7 feet on walls white sanitary ware (ISI brand) and separate pipe of hot and normal water: Tiles up to 7ft in normal bathroom Tiles up to 2’-6”(2.5ft) in attach bathroom
KITCHEN:	Granite stone Kitchen top with sink Anti-skid tiles, Tiles Up to 2'-0" ft. height from kitchen top.
DRIVE WAY / PARKING:	Petty Stone
ROOF:	Roof with water resistant.
INTERNAL DESIGN:	Internal wall is with Wall Putty.
EXTERNAL DESIGN:	Elevation with anesthetically design and painting.

LIFT:	Semi Automatic Lift.
WATER:	24 hours water supplying system from the overhead tank by Submersible
PARKING:	Parking space with cooperation of Developer and Land Owner

N.B. ANY EXTRA WORK EXCEPT THE ABOVE MENTIONED TERMS AND CONDITIONS OF THE ITEMS THE COST WILL BEAR BY LAND OWNER AS WELL AS PURCHASER/ FLAT OWNER WITH THE PRIOR PERMISSION OF DEVELOPER. IN CASE OF ANY EXTRA WORK THAT WOULD BE PLACED BEFORE THE DEVELOPER IN WRITTEN AND SIGNED BY THE LAND OWNER AS WELL AS PURCHASER FOR PERMISSION OF THE DEVELOPER.

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

WITNESSES:-

1.

SIGNATURE OF LAND OWNERS/
INTENDED SELLER

SIGNATURE OF DEVELOPER/
INTENDED SELLER

SIGNATURES OF THE INTENDENT PURCHASER(S)