

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the day of 2026.

BETWEEN

1. SRI PRASUN KUMAR MUKHOPADHYAY (PAN : ADYPM6872D) S/o Late Tarakdas Mukherjee 2. SMT. SHUVRA MUKHOPADHYAY CHATTERJEE alias SMT. SHUVRA CHATTERJEE (PAN : ACKPC3339C) W/o Sri Dilip Chatterjee and daughter of Late Tarakdas Mukherjee, both by faith Hindu, citizenship Indian, No. 1 resident of : Plot No. 52, Kalyanpur Housing Estate, P.O. Asansol-713305, P.S. Asansol (North), Dist. Paschim Bardhaman, No 2 resident of : 170(174), Flat No. 103, 1st floor, Baidyabati, G.T. Road, Pin-712222, Dist. Hooghly hereinafter jointly and severally called the '**FIRST PARTY / LANDOWNERS**' (which expression shall unless excluded by or repugnant to the context mean and include all their heirs, legal representatives, assignees and successors) of the **FIRST PART**.

The aforesaid Landowners/First Party are represented by his constituted attorney "BRIDDHI DEVELOPERS" (PAN : ABDFB4001G) a partnership firm having its registered office at 924(N), R.B. Tower, B.D.G. Path, Upper Chelidanga, P.O. Asansol-713304, P.S. Asansol (South), Dist. Paschim Bardhaman and represented by two of its four partners (i) Sri Anup Ghosal (PAN : AFHPG1010J) S/o Sri Nandalal Ghosal of Amarnath Apartment, Plot No. 6, Kalyanpur Housing Estate, P.O. Asansol-713305, Dist. Paschim Bardhaman and (ii) Sri Biswajit Ghosh (PAN : AEMPG0273M) S/o Late Kamakshya Pada Ghosh of Sudhaneer Apartment, K.B. Raj Road, Upper Chelidanga, P.O. Asansol-713304, Dist. Paschim Bardhaman empowered by General Power of Attorney being Deed No. 8359 for the year 2024 of Asansol Addl. Dist. Sub Registry Office.

(The aforesaid Landowners are alive till date and the General Power of Attorney have not been revoked by them till date).

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AND

“BRIDDHI DEVELOPERS” (PAN : ABDFB4001G) a partnership firm having its registered office at 924(N), R.B. Tower, B.D.G. Path, Upper Chelidanga, P.O. Asansol-713304, P.S. Asansol (South), Dist. Paschim Bardhaman and represented by two of its four partners (i) Sri Anup Ghosal (PAN : AFHPG1010J) S/o Sri Nandalal Ghosal of Amarnath Apartment, Plot No. 6, Kalyanpur Housing Estate, P.O. Asansol-713305, Dist. Paschim Bardhaman and (ii) Sri Biswajit Ghosh (PAN : AEMPG0273M) S/o Late Kamakshya Pada Ghosh of Sudhaneer Apartment, K.B. Raj Road, Upper Chelidanga, P.O. Asansol-713304, Dist. Paschim Bardhaman hereinafter referred to as the DEVELOPER/SECOND PARTY (which term or expression shall unless excluded by or repugnant to the subject or context include its executors, successors-in-office, administrators, representatives and assigns) of the SECOND PART.

AND

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both by faith Hindu, citizenship Indian, by occupation, residents of :
....., Dist. Paschim Bardhaman hereinafter called the “PURCHASERS/THIRD PARTY” (which term or expression shall unless excluded by or repugnant to the context, be deemed to mean and include all their heirs, successors, legal representatives and assigns) of the THIRD PART;

The Landowners, the Promoter / Developer and the Allottees shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

DEFINITIONS :

For the purpose of the Agreement for Sale, unless the context otherwise requires,-

- a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) “Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- a) “Regulation” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- b) “Section” means a section of the Act.

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WHEREAS

A. The West Bengal Housing Board transferred the landed property being Plot No. 52 at Kalyanpur Housing Estate, Asansol-5, Dist. Burdwan present Paschim Bardhaman more fully mentioned in the schedule below to one Dr. Tarakdas Mukherjee S/o Late Abhaya Pada Mukherjee who was the member of Mukta Dhara Co-operative Housing Society Ltd. (Registration No. 77 of 1984-85) having its office at Kalyanpur Housing Estate, Dist. Burdwan by an Indenture of Lease being Deed No. 4070 for the year 1985 of Asansol Sub Registry Office through the Co-operative Housing Society Ltd. subject to terms and conditions mentioned therein;

B. Said Tarakdas Mukherjee mortgaged the said landed property to West Bengal Housing Board for securing loan through the said Co-operative Society by a Deed of Mortgage being Deed No. 4071 for the year 1985 of Asansol Sub Registry Office;

C. All outstanding loan dues with legal interest have been fully paid up by aforesaid Tarakdas Mukherjee vide a letter issued by Asstt. Housing Commissioner-II, West Bengal Housing Board and accordingly the said mortgaged has been discharged;

D. By a Deed of Reconveyance being Deed No. 1376 for the year 1987 of Asansol A.D.S.R. Office executed by the said Co-operative Society Ltd. the schedule mentioned property has been reconveyed to said Tarakdas Mukherjee and in consequence thereof said Tarakdas Mukherjee had acquired absolute ownership and title over the schedule mentioned property;

E. By Indenture of Mortgage, dated the 16th day of February for the year 1987 being Deed No. 1412 of ADSR, Asansol and Indenture of Supplementary Mortgage dated 21st day of December 1987 being Deed No. 6804 of ADSR, Asansol made BETWEEN the aforesaid Tarakdas Mukherjee and President of India for Eastern Railway, the Mortgagor of the One Part and the Mortgagee of the Other Part, aforesaid Tarakdas Mukherjee mortgaged the schedule below landed property to secure an lumpsum amount made by the Mortgagee to the Mortgagor.

F. By a Deed of Reconveyance of mortgage property being Deed No. 6159 for the year 1993 of Asansol A.D.S.R. Office executed by S.A. Mallik, the Addl. General Manager, Eastern Railway, Calcutta the schedule mentioned property has been reconveyed to said Tarakdas Mukherjee and in consequence thereof said Tarakdas Mukherjee had acquired absolute ownership and title over the schedule mentioned property;

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G. While owning and possessing the said lands aforesaid Tarakdas Mukherjee erected a single storied building in a portion of the said lands more fully mentioned in the schedule below land became absolute and exclusive owner of the said property which have been assessed in his name in the Tax Holding of the Assessment Register of Asansol Municipal Corporation.

H. Aforesaid Tarakdas Mukherjee died on 22/08/2019 leaving his one son namely Prasun Kumar Mukhopadhyay and one daughter Shuvra Chatterjee as his only legal heirs who inherited the said property left by deceased Tarakdas Mukherjee in equal 1/2 share each under the provisions of Hindu Succession Act. Be it mentioned that wife of Late Tarakdas Mukherjee Smt. Jharna Mukherjee died 15/06/2014 before lifetime of Tarakdas Mukherjee.

I. In the circumstances the First Party are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said landed property as detailed hereinabove and which are more fully mentioned in schedule 'A' below;

J. The First Party/Land Owners with the intention to get developed the 'A' schedule land by construction of multistoried building thereupon applied for NOC in respect of the same from the authority of ADDA and the said ADDA authority have issued a No Objection Certificate vide its Memo No. ADDA/ASN/DP/2023/2402, dated 21/09/2023.

K. The First Party/Land Owners also applied to the office of the Divisional Fire Officer, Paschim Bardhaman, West Bengal Fire & Emergency Services, Bhangakhuti, Purba Burdwan, P.O. Rajbati, Pin-713104 in respect of Fire Safety Recommendations vide its Memo No. FSR/0125186239100521, dated 02/11/2023.

L. The First Party/Land Owners intend to develop the schedule mentioned land after demolishing the residential structures by constructing a (Basement+G+4 storied) multistoried apartment/building, it is not possible for the for the Owners herein to invest huge amount of money that would be reasonably required to construct (Basement+G+4 storied) multistoried apartment/building on the 'A' schedule land and as such he had been searching for a suitable, credible and solvent Developer who would be agreeable to construct such an apartment on the land of the 'A' schedule by investing its own fund for the said purpose on certain terms and conditions upon the said land and for that purpose, the First Party engaged the Second Party/Developer in this regard to promote/develop the 'A' Schedule land by raising a multistoried building thereon in accordance with building plan vide Permit No. SWS-OBPAS/1101/2024/0666, dated 12/09/2024 and accordingly the First Party/Land Owners proposed and offered the Second Party as Builder/Developer in this regard to promote/develop the said property by raising a multistoried pucca building thereon in the 'A' schedule land.

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M. In terms of Development Agreement or Construction Agreement vide Deed No. 8351 for the year 2024 and General Power of Attorney vide Deed No. 8359 for the year 2024 both of Asansol A.D.S.R. Office, the Land Owners/First Party engaged the Second Party/ Developer firm namely “BRIDDHI DEVELOPERS” represented by Sri Anup Ghosal and Biswajit Ghosh authorising to erect the said multistoried building upon the ‘A’ schedule land in accordance with above noted building plan vide Building Plan No. SWS-OBPAS/1101/2024/0666, dated 12/09/2024 and particulars of the said land, building, and premises are more fully mentioned in schedule ‘A’ hereunder written and the said project shall be known as **“ANUJIT RESIDENCY” (hereinafter referred to as the “Project”)**.

N. The Promoter / Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter / Developer regarding the said Land on which Project is to be constructed have been completed.

O. The Promoter / Developer has obtained the final layout plan, sanctioned plan, specification and approvals for the Project from the authorities of Asansol Municipal Corporation. The Promoter / Developer 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.

P. The Landowner / Promoter have registered the project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on/...../2026 under **Registration No. WBRERA/P/PAS/..... /**

Q. The Allottees had applied for an apartment in the Project and has been allotted **Flat No.** having **Carpet Area** of **square feet**, on the **FLOOR** in **“ANUJIT RESIDENCY”** (“Building”) along with 4-wheeler space admeasuring **120 (one hundred twenty) square feet** & a 2-wheeler parking space admeasuring **18 (eighteen) square feet** in the common parking area in the **Basement Floor**, as permissible under the applicable law and of pro rata share in the common areas (**“Common Areas”**) as defined under clause(m) of section 2 of the Act (hereinafter referred to as the **“Apartment”**) more particularly described in **Schedule A** and the details of the unit/flat in **Schedule B**).

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

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S. 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.

T. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms and 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.

U. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter / Developer hereby agrees to sell and the Allottees hereby agrees to purchase the Apartment and the parking space/s as specified in para Q.

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 / Developer agrees to sell to the Allottees and the Allottees hereby agrees to purchase, the Apartment as specified in para J.

1.2 The total price for the Apartment based on the carpet area is **Rs./- (Rupees)** (“Total Price”) give break up and description):

<u>Head</u>	<u>Price</u>
Block/Building/Tower Name : “ ANUJIT RESIDENCY ”	Rate of Apartment
Apartment No., Floor Type : Residential.	per Square feet :
Carpet Area: sq. ft., Built up Area : sq. ft.,	Rs. /- only
Super Built Area : sq. ft.	X sq. Ft.
	= Rs./- (rounded off).
Installation costs of Transformer, Water, and one year maintenance charges	Rs./-
Four-Wheeler Parking Space 120 sq. ft.	Rs./-
Two-Wheeler Parking Space 20 sq. ft.	Rs./-
	Total Rs./-
Add : GST@ 5%	Rs./-
Gross Consideration	Rs./-
Registration cost as applicable on Allottees account only.	

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Note: GST @ 5% of the total consideration will be paid by the Allottees. The GST is based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

Explanation

I. The total price above includes the booking amount paid by the Allottees to the Promoter / Developer towards the Apartment.

II. The total price above includes taxes (consisting of tax paid or payable by the Promoter / Developer by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the Promoter / Developer, by whatever name called) upto the date of handing over the possession of the apartment to the Allottees and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate.

Provided that in case of modification in the taxes, the subsequent amount payable by the Allottees to the Promoter / Developer shall be increased / reduced based on such change / modification.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of the 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 Allottees.

III. The Promoter / Developer shall periodically intimate in writing to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment demanded by the Promoter / Developer within the time and in the manner specified therein. In addition, the Promoter / Developer shall provide the Allottees the detail of 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 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 outside paint, marbles, tiles, doors, windows, fire detection, and fire fighting equipment in the common areas, maintenance charges as per para II etc., and includes cost for providing all other facilities, amenities and specification to be provided within the apartment and the project.

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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 increasing charges which may be levied or imposed by the competent authority from time to time. The Promoter / Developer undertakes and agrees that while raising a demand on Allottees for increase in development charges, cost / charges imposed by the competent authority, the Promoter / Developer shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being imposed to the Allottees, 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 schedule date of completion of the project as per the 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 Allottees.

1.4 The Allottees(s) shall make the payment as per the payment plans set out in **Schedule “C”, (“Payment Plan”)**.

1.5 The Promoter / Developer may allow, in its sole discretion, a rebate for early payments of installment(s) payable by the Allottees by discounting such early payments @ 01 (one) % per annum for the period 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 / Developer.

1.6 It is agreed that the Promoter / Developer shall not make any addition and alteration in sanctioned plans, layout plans and specification and the nature of fixtures, fittings, amenities described herein schedule “D” and the 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 Allottees as per the provision of the Act.

Provided that the Promoter / Developer may make such minor addition 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 / Developer shall confirm to the final carpet area that has been allotted to the Allottees after the construction of the building is complete and the occupancy certificate/ completion certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon

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confirmation by the Promoter / Developer. If there is reduction in the carpet area then the Promoter / Developer shall refund the excess money paid by Allottees within forty-five days with annual interest at the rates prescribed in the rules, from the date when such an excess money was paid by the Allottees. If there is any increase in carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottees, the Promoter / Developer may demand that from the Allottees 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 / Developer 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 shall also have undivided proportionate share in the common areas. Since the share/interest of Allottees in the common areas is undivided and cannot be divided or separated, the Allottees 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 / Developer shall hand over the common areas to the association of Allottees 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 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 paints, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per the 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 Allottees has the right to visit the project site to assess the extent of development and his/her/their apartment, as the case may be.

1.9 It is made clear by the Promoter / Developer and the Allottees agrees that the **apartment along with the 4-wheeler & 2-wheeler parking space shall** be treated as a single indivisible unit for all the 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 other project in its vicinity or otherwise except for the purpose

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of integration of infrastructure for the benefit of Allottees. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of Allottees of the Project.

1.10 The Promoter / Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it/they have collected from the Allottees, for payments of outgoing (including land cost, ground rent, municipal or other taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter / Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter / Developer agrees to be liable, even after 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.

1.11 The Allottees has paid a sum of **Rs./-** (**Rupees** **only**) as booking amount being part payment toward the Total Price of the Apartment at the time of application the receipt of which the Promoter / Developer hereby acknowledges and the Allottees 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 / Developer within the time and in the manner specified therein;

Provided that if the Allottees delays in payment towards any amount which is payable, he/she/they 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 / Developer abiding by the construction milestones, the Allottees shall make all payments, on written demand by the Promoter / Developer, within the stipulated time as mentioned in the Payment Plan [through A/c payee cheque/demand draft/bankers cheque or online payment or electronic transfer (as applicable)] in favour of '**BRIDDHI DEVELOPERS**' payable at Asansol.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisitions/sale/transfer of immovable properties in India etc. and provide the Promoter / Developer with such permission, approvals, which would enable the Promoter / Developer to fulfill its obligations under this agreement. Any refund, transfer of securities, if provided in terms of agreements 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 Allottees understands and agrees that in the event of any of failure of 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 / Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottees shall keep the Promoter / Developer 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 / Developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter / Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottees authorizes the Promoter / Developer to adjust appropriate all payments made by him/her under any heads of dues against lawful outstanding of the Allottees against the Apartment, if any, in his/her name and the Allottees undertakes not to object/demand/direct the Promoter / Developer to adjust his/her payments in any manner.

5. TIME IS ESSENCE:

The Promoter / Developer 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 Allottees and the common areas to the association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottees 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

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facilities [annexed along with this agreement] which has been approved by the competent authority, as represented by the Promoter / Developer. The Promoter / Developer shall develop the project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the term in this agreement, the Promoter / Developer undertakes to strictly abide by such plans approved by competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Asansol Municipal Corporation Act and Rules / Govt. of West Bengal and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and breach of this term by the Promoter / Developer shall constitute a material breach of the agreement.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said apartment – The Promoter / Developer agrees and understands that timely delivery of possession of the apartment to the Allottees and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the agreement. The Promoter / Developer 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 within 31/12/2027 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the rest estate project (“Force majeure”). If, however, the completion of project is delayed due to the force majeure conditions then the Allottees agrees that the Promoter / Developer 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 agrees and confirms that, in the event it becomes impossible for the Promoter / Developer to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Promoter / Developer shall refund to the Allottees the entire amount received by the Promoter / Developer from the allotment within 45 days from that date. The Promoter / Developer shall intimate the Allottees about such termination at least 30 days prior to such termination. After refund of the money paid by the Allottees, the Allottees agrees that he/she shall not have any rights, claims, etc. against the Promoter / Developer and that the proprietor shall be released and discharged from all its obligation and liabilities under this agreement.

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7.2. Procedure for taking possession – The Promoter / Developer, upon obtaining the occupancy certificate / completion certificate from the competent authority shall offer in writing the possession of the apartment, to the Allottees in terms of this agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottees shall be carried out by the Promoter / Developer within 3 months from the date of issue of occupancy certificate]. The Promoter / Developer agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter / Developer. The Allottees, after taking possession, agrees to pay the maintenance charges as determined by the Promoter / Developer/Association of the Allottees, as the case may be, after the issuance of the completion for the project. The Promoter / Developer shall handover the occupancy certificate of the apartment, as the case may be, to the Allottees at the time of conveyance of the same.

7.3 Failure of Allottees to take possession of Apartment – Upon receiving a written intimation from the Promoter / Developer as per para 7.2, the Allottees shall take possession of the apartment from the Promoter / Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement. And the Promoter / Developer shall give possession of the apartment to the Allottees. In case the Allottees fails to take possession within the time period in para 7.2 such Allottees shall continue to liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottees – After obtaining occupancy certificate and handing over physical possession of the apartment to the Allottees, it shall be the responsibility of the Promoter / Developer to hand over the necessary documents and plans, including common areas, to the association of Allottees 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 / Developer shall handover the necessary documents and plans, including common areas, to association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

7.5 Cancellation of Allottees– The Allottees shall have the right to cancel/withdraw his allotment in the project as provided in the Act :

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

7.6 Compensation – The Promoter / Developer shall compensate the Allottees in case of any loss caused to him due to defective title to 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 any law for the time being in force.

Except for occurrence of *Force Majeure event*, if the Promoter / Developer 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; (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the act, or for any other reason, the Promoter / Developer shall be liable, on demand to the Allottees, in case the Allottees wishes to withdraw from the project without prejudice to any other remedy available, to return the 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 it becoming due;

Provided that where if the Allottees does not intend to withdraw from the project, the Promoter / Developer shall pay the Allottees interest at the rate prescribed in the rules for every month of delay, till handing over the possession of the apartment which shall be paid by the Promoter / Developer to the Allottees within forty-five days of becoming it due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER / DEVELOPER:

The Promoter / Developer hereby represents and warrants to the Allottees as follows:

- (i) The Promoter / Developer has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon said land and absolute, actual, physical and legal possession of the said land for the project;
- (ii) The Promoter / Developer has lawful rights and requisite approvals from the competent authority to carry the development of the project;
- (iii) There are no encumbrances upon the said land or the project;
- (iv) There are no litigations pending before any court of law or authority with respect to the land said, project or the apartment.

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- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said land and apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter / Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said land, building and apartment and common areas;
- (vi) The Promoter / Developer has the right to enter into this agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
- (vii) The Promoter / Developer has not entered into any agreement for sale/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 right of the Allottees under this agreement;
- (viii) The Promoter / Developer confirms that the Promoter / Developer is not restricted in any manner whatsoever from selling the said apartment to the Allottees in the manner contemplated in this agreement;
- (ix) At the time of execution of conveyance deed the Promoter / Developer shall handover lawful, vacant, peaceful, physical possession of the apartment to the Allottees and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x) The scheduled property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or minor has any right, title and claim over the schedule property;
- (xi) The Promoter / Developer has duly paid and shall continue to pay and discharge all government 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 and the association of Allottees or the competent authority, as the case may be;
- (xii) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter / Developer 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 / Developer shall be considered under a condition of Default, in the following events:

- i) Promoter / Developer fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in para 7.1 or fails complete the project within stipulated time disclosed at the time of the registration of the project with the authority. For the proposed of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is completed in all respects including the provision of all specifications, amenities and faculties, as agreed to between the parties and for which occupation certificate and completion certificate, as the case may be, has been issued by competent authority;
- ii) Discontinuance of the Promoter / Developer's business as a developer on account of suspension or revocation of his registration under the provision of the act or the rules or regulations made there under.

9.2 In case of default by Promoter / Developer under the conditions listed above, Allottees is entitled to the following:-

- i) Stop making further payments to Promoter / Developer as demanded by the Promoter / Developer. If the Allottees stops making payments the Promoter / Developer shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest.
- ii) The Allottees shall have the option of terminating the agreement in which case the Promoter / Developer shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the apartment, alongwith the interest at the rate prescribed in the rules within forty five days of the receiving the termination notice:
Provided that where and Allottees does not intend to withdraw from the project or terminated the agreement, he shall be paid, by the Promoter / Developer, interest at the rate prescribed in the rules for every month of daily till the handing over of the Apartment, which shall be paid by the Promoter / Developer to the Allottees within forty five days of it becoming due.

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 payment for consecutive demands make by the Promoter / Developer as per the payment plan annexed hereto, despite having been issued a

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notice in that regard the Allottees shall be liable to pay interest to the Promoter / Developer on the unpaid amount at the rate described in the rules:

ii) In case default by Allottees under the condition listed above continues for a period beyond one consecutive months after notice from the Promoter / Developer in this regard, a Promoter / Developer may cancel the allotment of the Apartment in favour of the Allottees and refund the money paid to him by the Allottees by deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated:

Provided that the Promoter / Developer shall intimate the Allottees about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter / Developer, on receipt of total price of the Apartment as per para 12 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 three months from the date of issuance of the occupancy certificate and the completion certificate as the case may be, to the Allottees.

[Provided that in the absence of local law, the conveyance deed in favour of the Allottees shall be carried by the Promoter / Developer within three months from the date of issue of occupancy certificate.] However, in case the Allottees fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Allottees authorizes the Promoter / Developer to withhold registration of the conveyance deed in his / her favour till payment of stamp duty and registration charges to the Promoter / Developer is made by the Allottees.

11. MAINTENANCE OF THE SAID BUILDING / PROJECT:

The Promoter / Developer shall be responsible to provide and maintain essential services in the projects till the taking over the maintenance of the project by the association of Allottees 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.

12. DEFECT LIABILITY:

It is agreed that in case any structural defects or any other defects in workmanship, quality or provision of services or any other obligations of the Promoter / Developer as per the agreement for sale relating to such development is brought to the Allottees of the Promoter / Developer within a period of 05(five) years by the Allottees from the date of handing over possession, it shall be the duty of the Promoter / Developer to rectify such defects without further charge,

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within 30 (thirty) days, and in the event Promoter / Developer'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 TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / Developer/maintenance agency / association of Allottees shall have right of unrestricted access of all common areas, garages/covered parking and parking space for providing necessary maintenance services and the Allottees agrees to permit the association of Allottees and / or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours unless the circumstances warrant otherwise with a view to set right any defect.

14. USAGE:

Use of Basement floor and service area: The basement floor and service areas, if any, as located within the "ANUJIT RESIDENCY" shall be earmarked for purpose such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, pumps room, maintenance and services rooms, and equipment's etc. and other permitted uses as per sanctioned plan. The Allottees shall not be permitted to use the services areas and the basement floor in any manner whatsoever, other than those earmarked as parking space and the same shall be reserved for use by Association of Allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottees 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 suffer to be done anything in or to the building, or the Apartment, or the staircase, lifts, common passage corridors, circulation, areas, atrium or the compound which may be in violation of any loss or rules of any authority or change or alter or make additions of the Apartment and keep the Apartment, its works and partition sewers, drains, pipe and appurtenances thereto or belongings 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 Allottees further undertakes, assures and guarantees he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the project, building therein or

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common areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottees shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3 The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter / Developer and thereafter the Association of Allottees and or maintenance agency appointed by Association of Allottees. The Allottees shall be responsible for any loss or damage arising out of bridge of any of the aforesaid condition.

16. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY PARTIES:

The Parties are entering into this agreement for allotment of a Apartment with the full knowledge of all laws, rules, regulation, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTION:

The Promoter / Developer undertakes that it has no right to make addition or to put up additional structure(s) anywhere in the project after the Building plan, layout plan, sanction plan and specification, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter / Developer 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 or the Allottees who has taken or agreed to take such Apartment.

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter / Developer has assured the Allottees that the project in its entirety is in accordance with the provision of the West Bengal Apartment Ownership Act, 1972.

The Promoter / Developer showing compliance of various laws or regulations as applicable in the West Bengal Apartment Ownership Act, 1972.

20. BINDING EFFECT:

Forwarding this agreement to the Allottees by the Promoter / Developer does not create a binding obligation on the part of the Promoter / Developer or the Allottees until, firstly, the

Allottees signs and delivers this agreement with all the schedules along with the payment due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottees and secondly, appears for registration of the same before the concerned sub-registrar i.e., Additional District Sub-Registrar, Asansol, as and when intimated by the Promoter / Developer. If the Allottees(s) fails to execute and deliver to the Promoter / Developer this agreement within thirty days from the date of its received by the Allottees and or appear before the sub-registrar for its registration as and when intimated by the Promoter / Developer, then the Promoter / Developer shall serve a notice to the Allottees for rectifying the default which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees. Application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in the connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation in whatsoever.

21. ENTIRE INTIMATE:

This agreement, alongwith its schedules, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondence arrangements whether written or oral, if any, between the parties in regard to the said apartment or plot or 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 AGREEMENTS APPLICABLE ON ALLOTTEES OR SUBSEQUENT ALOTTEE(s):

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter / Developer 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 "C", Part - II) including waiving the payment of interest of delayed payments. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter / Developer in the case of one Allottees shall not be construed to be precedent

and or binding on the Promoter / Developer to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the parties or enforce at any time or 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 provisions.

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 there under 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 confirm 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 WHEREEVER 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(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of the entire Apartment in the Project.

27. FURTHER ASSURANCES:

Both parties agree that they shall execute, knowledge 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.

28. PLACE OF EXECUTION:

The execution of this agreement shall be completed only upon its execution by the Promoter / Developer through its authorized signatory at the Promoter / Developer's Office, or at some other place, which may be mutually agreed between the Promoter / Developer and the Allottees, in Asansol, after the Agreement is duly executed by the Allottees and the Promoter / Developer or simultaneously with the execution the said Agreement shall be registered at the Office of the Sub-Registrar at Additional District Sub Registrar, Asansol. Hence this Agreement shall be deemed to have been executed at Asansol, Dist. Paschim Bardhaman.

29. NOTICES:

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

..... : (Name of Allottees)

.....
..... (Allottees Address).

‘Briddhi Developers’ (Name of Promoter / Developer)

924/New, R.B. Tower, BDG Path, Upper Chelidanga, P.O. Asansol-4, P.S. Asansol (South),
District Paschim Bardhaman: (Promoter / Developer Address)

It shall be the duty of the Allottees and the Promoter / Developer 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 / Developer or the Allottees, as the case may be.

30. JOINT Allottees:

That in case there are Joint Allottees all communications shall be sent by the Promoter / Developer 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.

31. SAVINGS:

Any application letter, allotment Letter, Agreement, or any other documents signed by the Allottees in respect of the apartment, plot or building, as they 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 or the Allottees, plot or building, as the case may be , shall not be construed to limit the rights and interest of the Allottees under the agreement for sale or under Act or the rules or the regulations made there under.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and Rules and Regulations made hereunder including other applicable laws of India for the time being if 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 same shall be settled under the Arbitration and Conciliation Act, 1996.

34. That during the construction works of the concerned flat inside changes can be made except that of kitchen and bathroom, upon the prior approval of the Allottees and the Firm's Engineer and changes in outside elevation/design shall not be allowed at any point of time or in future.

35. That the Allottees shall not assign the transfer his/her/their right or interest in the said Flat or those derived under this agreement to any other party (excepting any Bank or Financial Institution for obtaining loan purpose) until full payment is made thereof as agreed hereunder to the Promoter / Developer.

36. On the Date of Possession the Allottees shall be deemed to be completely satisfied with all aspects of the said flat and appurtenances, including measurement of the said Flat and shall pay Rates and Taxes (Proportionately for the building and wholly) for Said Flat and Appurtenances. from the date of possession and until the Said Flat and Appurtenances is separately assessed in the name of the Allottees in respect thereof and furthermore, the Allottees also agrees to pay the Common Expenses/Maintenance Charges as be tentatively decided by Promoter / Developer and later by the Association on monthly basis from the very next month of taking Possession. It is clarified that Common Expenses / Maintenance Charges do not include the Rates & Taxes.

37. That in event of death of the Party hereto of the Allottees, his/her legal heirs(s) shall be entitled to take delivery of the said flat after satisfying all the terms and conditions mentioned in this agreement.

38. That the Allottees(s) shall not at any time claim partition of the said undivided share in the land comprised in the portion and/or in common portion area utilities and facilities in the premises and building in which the Allottees(s) has/have any right in common other co-owners.

39. THE ALOTTEE(S) OF FLAT SHALL NOT DO THE FOLLOWING :-

39.1 Not to injure harm or damage the common portion or any other unit in the building by making any alteration or withdrawing any support or otherwise.

- 39.2** Not to alter any portion elevation or colour of the building.
- 39.3** Not to throw or to accumulate or cause to be thrown or accumulated any dust, ashes, rubbish or other used articles in to the common portions save and except at the place indicated therefore.
- 39.4** Not to carry or caused to be carried on any obnoxious, injurious, noisy, dangerous, hazards, illegal or immoral activity in or through the unit in the common portions.
- 39.5** Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants.
- 39.6** Not to use or allow the unit or any part thereof to be used for any clubs, meeting, conference, nursing home, hospital, Boarding house, eating place, restaurant or any other similar purpose.
- 39.7** Not to put or affix any signboard, name plate, and other similar articles in common portions or outside walls of the building and/or outside the entire unit said and except at the place(s) provided thereof approved in writing by the party hereto of the Allottees or the Association. Provided that nothing contained in this clause shall prevent the Allottees(s) for display in a decent manner.
- 39.8** Not to keep or store any offensive combustible, obnoxious, hazards or dangerous Article in the unit.
- 39.9** Not to keep any domestic animals or pets save and except in the manner permitted in writing by the party hereto of the Allottees or the Association or the concerned Municipal Corporation or by any other concerned Authorities.
- 39.10** Not to change the outside colour of his/her portions or any outside decoration of their allocated surface area.
- 39.11** Not to keep any heavy articles or things which likely to damage the floor or operate any machine other than household usual appliances (like washing machine, Refrigerator, sewing machine, mixer grinder, etc.)
- 39.12** Not to change/alter the name of the building by the Allottees(s) from “**ANUJIT RESIDENCY**” for any reason whatsoever.

40. COMMON EXPENSES:

The cost of maintenance, replacing, white washing, painting and decorating of the main structure of the said building including the exterior thereof and in particular of the common portion of the roof, landing and structure of the building, rainwater pipes, water tanks, water

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tax and other taxes, lift, motor pumps, well water, and electrical wire, sewage, drain, transformer, common toilet cost of security guard (if any) and all other common parts of the fixtures, fittings and equipment in under or upon the building enjoyed or used in common by the Allottees(s) and other occupiers thereof, will be jointly borne by the Allottees(s) proportionately.

41. GENERAL CONDITION :

That all cost on account of individual or additional work beyond the specification as per Schedule "D" shall be borne by the Allottees(s) upon approval of the estimate and after receipt of payment.

All stamp duty, registration charges/fees, legal charges and allied expenses on account of execution and registration of this agreement for sale as also the sale deed and/or conveyance deed and other documents to be executed and / or registered in pursuance hereof and shall be borne and paid by the Allottees(s) in favour of the Advocate/s appointed by the Promoter / Developer.

42. DEFINITIONS

For the purpose of the Agreement for sale, unless the context otherwise requires, -

- a) **"Said Building"** shall mean the building named **"ANUJIT RESIDENCY"** more fully described in the **Schedule "A"**.
- b) **"Carpet Area"** – shall mean the net usable floor area of any flat/unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat/Unit.
- c) **"Built – up Area or Covered Area"** – shall mean and include the carpet area of any unit in the said building and the area of the balcony(ies) / verandah(s) therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.) if any, therein **PROVIDED THAT** if any wall or column or pillar be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit.
- d) **"Super Built-Up Area"** shall mean and include the Built – up Area or Covered Area of any unit and shall include the proportionate share of the areas of the Common Areas in the said Building, attributable to such unit as shall be determined by the Promoter / Developer in

its absolute discretion. It is clarified that Super Built-up Area has been only for reference sake and has nothing to do with the pricing or other aspects of the said unit agreed to be purchased by the Allottees.

e) **“Specifications”** shall mean and include the specifications of construction/materials/finishes to be provided and/or utilized by the Promoter / Developer in constructing the Building morefully described in Schedule – “D”.

f) **“Allottees”** shall mean all the buyers/owners who from time to time have purchased or have agreed to purchase from the Promoter / Developer and taken possession of any unit in the said Building including the Promoter / Developer for those units and other constructed spaces not alienated by the Promoter / Developer and/or reserved and/or retained by the Promoter / Developer for their own exclusive use and/or not sold by the Promoter / Developer.

g) **“Units”** shall mean the independent and self-contained flats/unit and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the said building at the said premises and wherever the context so permits or intends shall include the balcony(ies)/verandah(s) and/or other properties benefits and rights, if any, attached to the respective flats and also the proportionate undivided impartible share in the common Areas and Installations, Attributable thereto.

h) **“Parking Spaces”** shall mean open parking spaces in or portions of the Basement floor of the said Building at the said Premises. The Promoter / Developer has assured the Allottees that the Promoter / Developer shall allot the parking spaces on the basis of ‘first come first serve’. Allottees who has booked one car parking space shall be entitled to park one car only. No two-wheeler/s will be permitted to be parked beside the booked 4-wheeler parking space. Two-wheeler space, if required, will have to be booked separately.

i) **“Agreement for sale”** shall mean this agreement whereby the Allottees has/have agreed to purchase and acquire the said unit on Ownership basis for the consideration and on the terms and conditions herein contained.

j) **“Date of Possession”** shall mean the date on which the Allottees takes actual physical possession of the said unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter / Developer to the Allottees to take possession of the said unit in terms of the said clause 7.2 irrespective of whether the Allottees takes actual physical terms of the said Unit or not, whichever be earlier.

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k) “Date of Completion of construction” shall mean the date of issue of the Completion Certificate from the Asansol Municipal Corporation.

l) “Plan” shall mean the Building Permit Number : SWS-OBPAS/1101/2024/0666, dated 12/09/2024 sanctioned by Asansol Municipal Corporation.

43. The Allottees have examined and got themselves fully satisfied about the title of the Landowners and the authority of the Promoter/Developer to the said building/premises and all legal incidents and matters in relation thereto and / or affecting the same, including those hereinbefore recited and also hereinafter stated, and have accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make requisition in connection therewith.

The Allottees has also inspected the Building plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto. The Allottees agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Promoter / Developer shall be entitled to construct and deal with the same, to which the Allottees hereby consents and shall not raise any objection with regard thereto.

44. OTHER PROVISION:

44.1 The Allottees shall apply for and obtain at his/her/their own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

44.2 In case of any amount being due and payable by the Allottees to the Promoter / Developer, the Allottees shall not be entitled to let out, transfer or part with possession of the said unit till the same are fully paid.

44.3 The Allottees doth hereby consent agree and grant permission to the Promoter / Developer for the construction and addition of further storeys and additional Constructions in the building(s) if intended to be built by the Promoter / Developer in strict compliance of the rules of the Asansol Municipal Corporation.

DISCLAIMER:

We confirm that after serial no 33 we have added some additional clauses which is under serial nos. 34 to 44 and 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 thereunder.

SCHEDULE 'A' OF THE PROPERTY ABOVE REFERRED TO :-

In the District of Paschim Bardhaman, P.S., Chowki, Sub Division and A.D.S.R. Office Asansol, within Mouza Shitla/Gobindapur J.L No. 18/21 (KLHE Block-1) (Road : Kalyanpur Housing Road) under the limits of Asansol Municipal Corporation, Ward No. 22 (new), 30 (old) all that land measuring 6.25 (six point two five) cottahs being residential Plot No. '52' at Kalyanpur Housing Estate Asansol and part of C.S. Plot Nos. 1075 and 1076 at Mouza Gobindapur and C.S. Plot Nos. 956, 957, 962, 968 and 976 at Mouza Sitla including a multistoried (B+G+four storied) building/apartment under construction named and known as '**ANUJIT RESIDENCY**' under constructions consisting of various self contained residential flat in each floor and parking space/office/shop etc. in the basement/ground floor.

Butted and bounded by :

On the North : By Plot No. 51.
On the South : By Plot No. 53.
On the East : By 80 feet wide Municipal Road.
On the West : By House No. AS-5/III Type.

SCHEDULE 'B' ABOVE REFERRED TO :

Within the same district, Mouza, P.S. etc. all that one self contained residential flat being flat No. on the floor of the 'A' schedule Apartment measuring carpet area sq. feet, covered area sq. feet and super built up area sq. feet consisting of bed rooms, one dining cum drawing, one kitchen, toilet, balcony with one number two wheeler/car parking space in the basement floor along with common facilities as described in this agreement.

The Unit agreed to be sold to the Allottees/s is more specifically delineated in the sketch/ floor plan annexed herewith and thereon shown in Red Border.

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SCHEDULE “C”

(Payment Plan)

The total consideration amount shall be paid by the Allottees to the Promoter / Developer by A/C. Payee Cheque/Demand Draft/Banker’s Cheque/online payment/RTGS/NEFT drawn in favour of “**BRIDDHI DEVELOPERS**” as follows:-

At the time of application/booking/	:	
At the time of Agreement	:	10% of the Total Value.
On the Basement Floor roof Casting	:	10% of the total valuation.
On the First Floor roof Casting	:	10% of the total valuation.
On the Second Floor roof Casting	:	15% of the total valuation.
On the Third Floor roof Casting	:	15% of the total valuation.
On the Fourth Floor roof Casting	:	15% of the total valuation.
On completion of inside & outside wall plaster :	:	10% of the total valuation.
On completion of inside flooring & finishing works :	:	10% of the total valuation.
At the time of Handover/Registration	:	Balance amount in full.

Note: GST and all the other taxes/levies which may be applicable will be charged extra.

Registration/Handover: Will only be done after full and final settlement of accounts.

SCHEDULE “D”

(SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT))

- A. Earthwork in Excavation and Anti-termite treatment:** -Will be done as per specification.
- B. Sand Filling:** - Filling of Course sand at Foundation Bottom and in Plinth up to a height of 50mm.
- C. Brick Flat Soling:** - With Jhama / Overburnt bricks of approved brand.
- D. Shuttering:** - Ply / Steel shuttering with sufficient back / bottom support with Bamboo / Sal Ballah / Props.
- E. Reinforcement:** - All reinforcement works to be done with FE-500 Steel.
- F. Concrete Work:** - All concrete work to be done with Readymix / Ultratech or equivalent brand cement and Pachami / Damra / Gourandi Query Stone Chips and Damodar / Ajoy River Sand in the ratio of 1:1.5:3 for R.C.C Work and 1:2:4 / 1:3:6 for P. C. C Work as per IS Code.

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- G. Brick Work:** - External wall will be of 200mm thick and Internal walls will be 125 mm thick with approved 1ST Class bricks with cement mortar 1:6 for 200 mm thick brick work and 1:4 for 125 mm thick brick work with Partition net in every 3 layers of 125 mm thick brick work.
- H. Plastering Work:** - 10 mm thick cement sand Plaster (1:4) for Ceiling, 15 mm thick internal Plaster & 18 mm thick external Plaster with cement sand Ration (1:5).
- I. Wall Putty &Primer:**-One coat Synthetic Oil Bound Primer over 3 course of wall putty to be provided for internal walls, Stair & Lift Lobby, Parking Area, Commercial Area with JK/Berger/Equivalent Brand.
- J. External Wall Finishing:** - One coat wall putty slurry, Two Coats Primer and Two coats Weather Coat Paint of Berger/Asian/Nerolac or equivalent brand.
- K. Floor Finish:** -
- a. **Parking Area, Ramp and Lift Room:** - IPS Flooring.
 - b. **Stair & Passage:** - Cut size White Marble with Nosing & Grooving in Steps.
 - c. **Drawing & Dinning Space:** - 4' x 2' Vitrified tiles of approved brand.
 - d. **Bed Rooms & Balcony:** - 2' x 2' Vitrified tiles of approved brand.
 - e. **Kitchen & bathroom Tiles:** - Ceramic tiles up to Lintel height of Approved brand.
 - f. **Kitchen & Toilet:** - Cut size White Marble.
- L. Door Frame:** - 4" x 2 ½" frame with Malaysia Sal Wood with Door Bit in the Junction of wall and Frame.
- M. Door:** - All Internal and Main Door will be membrane door with all necessary fittings & fixture and Godrej make mortise lock to be provided in Main Door.
- N. Bathroom Doors:** - Will be of Solid PVC door & Door frame with all necessary fittings and fixtures.
- O. RCC Loft:** - 01 nos. loft over lintel level in any Suitable position to be provided in each flat.
- P. Electrical Wiring:** -
- a. **Wiring:** - PVC Conduit wiring with Havels / Polycab make wire, for maximum 50 nos. Point in each flat with 8/10 Way MCB for all circuit (Havels) and 32 Amp. Main switch for each flat (Havels) and proper electrical earthing as per IS Specification and electrical arrangement for all common area facilities.

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b. Switch & Socket: - Modular Type of approved brand (i.e. – Pritam /Priti /Crabtree) etc.

Q. Sanitary & Plumbing Work: -

a. All external Swearage Pipe / Rain Water pipe will be 100 mm O. D / 75 mm O.D, Ashirbad / Supreme make, HDPE Pipe.

b. All internal and external water line will be of Supreme / Ashirbad make CPVC Pipe.

c. Sanitary Ware: - Western type Cascade Commode of Parryware / Cera / Hindware make, Wash Basin will be of Same brand with Pedestal.

d. Kitchen Sink: - Stainless Steel make of 24".

e. C. P. Fittings: - Will be of approved brand (i.e. – ESSCO, D. Sons, Jaquar etc.)

R. Kitchen Tables: - Will be of black polished Granite Table top with Codappa Stone / RCC Shelf / Slab.

S. Grill & Gate: -

a. All windows and balcony grill will be made with 10 Sq. mm Sq. bar with Two coats of enamel paints over a coat of primer.

b. Stair Railing – with 304 Grade Stainless Steel.

T. Windows & Balcony Shutter: - Will be made with Powder coated Aluminium section for Sliding / Fix / Openable windows / Balcony Shutter/ Partition.

U. OHR & UGR: - RCC/ PVC Tank of Sufficient Capacity as per requirement.

V. Septic Tank, Soak-Pit, Drainage and Inspection Chamber: - will be provided as per Site condition and capacity required

W. Parapet Wall: - will be of 125 mm thick brick work with RCC / Brick Pillar of 250 mm thick in every 03 mtr. Apart.

X. Screed Concrete over Roof: - Average 60mm thick Screed concrete with water proof compound of reputed brand to be provided to maintain proper slope in roof.

Y. Collapsible gate / Sheet gate etc.: - M.S. Sheet Gate and Collapsible Gate at main entry of flat and garage, passage, lift room, stair room to be provided with two coats of Synthetic Enamel Paints over a coat of primer.

Z. Out Side Passage / Pathway Flooring: - To be provided with Checkered Tiles / Paver Block etc. with proper base preparation with 1:2:4 PCC as and where necessary.

Extra Work: Extra work other than the standard specification as above shall be charged extra and such amount shall be deposited before execution of such work as per market rate.

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SCHEDULE “E”

(Common Expenses)

- 1. MAINTENANCE :** All costs and expenses of maintain repairing redecorating and renewing etc., of the common areas, the main structures and in particular the top roofs, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Building and enjoyed or used by the Allotteess in common with each other, main entrance and exit gates, landings and staircase of the said building and enjoyed by the Allotteess in common as aforesaid and the boundary walls entrance and exit gates , passages, driveway, landings, staircases and all other parts of the said building so enjoyed or used by the Allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions. It is clarified that expenses pertaining to cleaning, house-keeping, maintenance etc., of parking spaces shall be from the common expenses.
- 2. OPERATIONAL :** All expenses for running and operating all machines equipment’s and installations comprised in the common in the Common areas and Installations (including Lift, Water pump with motor, etc.) and common electric meter bills, lighting in the common areas, staircase, etc. and also the costs of the repairing, renovating and replacing the same, etc.
- 3. STAFF :** The salaries of and all other expenses of the staff(s) to be employed for the common purposes (e.g., security guard, electrician, plumber, sweepers, maintenance persons, etc.) including their bonus and other emoluments and benefits.
- 4. TAXES :** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
- 5. RESERVES :** Creation of funds for replacement, renovation and/or other periodic expenses.
- 6. OTHER :** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-Charge for the common expenses.

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

WITNESSES :-

1.

2.

As constituted attorney of Prasun Kumar
Mukhopadhyay and Shuvra Mukhopadhyay
alias Shuvra Chatterjee

Signature of the Land Owners

Drafted and prepared by me and
explained the contents to the parties
hereto and printed in my Office.

Signature of the Developer

(Deed Writer)
A.D.S.R. Office, Asansol

Signature of the Third Party/Purchaser