

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made this \_\_\_\_\_ day of \_\_\_\_\_, Two  
Thousand and Twenty Five (2025) in the Christian Era;

**BETWEEN**

1.1 Owners : 1) **Smt. Manjusree Mukherjee @ Smt. Manjusri Mukherjee (PAN:CKMPM0108H)(Aadhaar No. 5200 0590 5386)** wife of Late Sambhu Nath Mukherjee, by Occupation – Housewife, 2) **Sri Suprio Mukherjee (PAN: ANRPM3853B) (Aadhaar No. 7990 3007 2767)** son of Late Sambhu Nath Mukherjee, by Occupation – Business, both by Faith - Hindu, both by Nationality – Indian, both are residing at 9, J. K. Pal Road, Post: Sahapur, within Police Station: New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, 3) **SMT. SUDIPTA PANDA, (Pan No. APUPP6627D) (Aadhaar No. 9647 7562 0331)** wife of Sri Anupam Panda married daughter of Late Sambhu Nath Mukherjee, by Occupation – Housewife, by Faith - Hindu, by Nationality – Indian, residing at 257, Madurdaha Road , Post: Madurdaha, within Police Station: Madurdaha, Kolkata-700107, in the District: 24 Parganas (South) West Bengal, India, 4) **Smt. Sooma Mukherjee (PAN:AUXPM4186E ) (Aadhaar No. 2114 8769 3725)** wife of Late Jayanta Kumar Mukherjee, by Occupation – Housewife, by Faith - Hindu, by Nationality – Indian, residing at 9, J. K. Pal Road, Post: Sahapur, within Police Station: New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, 5) **Smt. Sucharita Sanyal (PAN: BLBPS1410D)(Aadhaar No. 9668 0666 7518)** wife of Sri Indranil Sanyal and married daughter of Late Jayanta Kumar Mukherjee, by Occupation – Housewife, by Faith - Hindu, by Nationality – Indian, residing at 175, Talpukur Road, Ghosh Para Bazar, Post: Sarsuna, within Police Station: Sarsuna, Kolkata-7000061, in the District: 24 Parganas (South) West Bengal, India, 6) **Mr. Rupak Kishore Mookerjee (PAN: AITPM5261G)(Aadhaar No. 8324 3004 3061)** son of Late Swarup Kishore Mookerjee and husband of Late Sujaya Mookerjee, by Occupation – Service, 7) **MISS. SURANJANA MOOKERJEE,(PAN: FBCPM8467D) (Aadhaar No. 7844 8859 6866)** daughter of Mr. Rupak Kishore Mookerjee, by Occupation – Student, both by Faith - Hindu, both by Nationality – Indian, both are residing at 7/2U/1A, Jamir Lane, within Post & Police Station – Ballygunge, Kolkata – 700019, West Bengal, India, 8) **Sri Sriraj Kumar Banerjee (PAN:ACZPB0689B) (Aadhaar No. 4740 0563 4350)** son of Late Dhiraj Kumar Banerjee and Late Geeta Banerjee by Occupation – Service, by Faith - Hindu, by Nationality – Indian, residing at 20, Kabi Sabitri Prasanna Chattopadhyay Road, Kalighat, Post - Rabindra Sarobar within Police Station: Rabindra Sarobar, Kolkata-700026, in the District: 24 Parganas (South) West Bengal, India, and 9) **Smt. Malabika Chakraborty (PAN:AGGPC8467R)(Aadhaar No. 3714 4103 7617)** wife of Sri

Ashish Chakraborty and married daughter of Late Geeta Banerjee, by Occupation – Housewife, by Faith - Hindu, by Nationality – Indian, residing at 23/11A, Gariahat Road, Post: Sarat Bose Road, within Police Station: Gariahat, Kolkata-700029, in the District: 24 Parganas (South) West Bengal, India, hereinafter called and referred to as the **"OWNERS/FIRST PARTIES"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

**1.2 Purchasers: :** \_\_\_\_\_ (PAN: \_\_\_\_\_ & AADHAAR NO \_\_\_\_\_ & DATE OF BIRTH. \_\_\_\_\_) (MOBILE NO. \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_, by Occupation – \_\_\_\_\_, by faith – Hindu/ Christian/Muslim, by Nationality - Indian, residing at \_\_\_\_\_, \_\_\_\_\_ Road, Post: \_\_\_\_\_, Police Station: \_\_\_\_\_, Kolkata - \_\_\_\_\_, West Bengal, India,, India hereinafter solely/jointly called and referred to as the **"PURCHASERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART:**

**1.3 Developer: M/S A. R. CONSTRUCTION (PAN – ABHFA6895K) a Partnership Firm** having its Office at 86, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal, India, represented by its **Two Partners** namely **MR. PRODIP BAG (PAN AGKPB4546N), (Aadhaar No. 9815 9889 3459)(Mobile No. 98303 26498)** son of Late Becharam Bag, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at 20, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal. India, and **MR. SOURAV ROY (PAN: ALHPR0226K), (Aadhaar No. 4284 6400 6708)(Mobile No. 96746 75024)** son of Mr. Subrata Roy, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal. India, hereinafter called and referred to as the **"DEVELOPER/CONFIRMING PARTY"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, administrators, legal representatives, successors, successors-in-office and/or assigns) of the **SECOND PART.**

**2. Subject Matter:** Agreeing to transfer the **"Demised Premises"** described in **Schedule B** being collectively:

**3. The "Demised Space"** described in **Schedule-B** being **ALL THAT** piece and parcel of **One Self-contained Flat** measuring about \_\_\_\_\_ Sq. Ft. on the \_\_\_\_\_ Floor and **One Car Parking Space** measuring about \_\_\_\_\_ Sq. Ft. in the **Ground Floor, Together With** impartible and variable proportionate

share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the **“FLAT & CAR PARKING SPACE”** **TOGETHER WITH** all common portion and amenities or facilities in the said building named as **“crystal”**, lying and situated at Municipal Premises No. 6, J. K. Pal Road, being Municipal Assessee No. 41-119-04-0006-6, under K.M.C. Ward No.119, mailing address 9, J.K. Pal Road, P.O. Sahapur, P.S. New Alipore, Kolkata-700038, in the District: 24 Parganas (South), West Bengal, India, which is morefully and particularly mentioned and described in the **SCHEDULE “B”** hereunder written.

3. The **“Common Areas”** described in **Schedule-D** being the right to use in common with the other occupants of the Building, its lift and such of its passages and lobbies for ingress and egress to and from the Demised Space and/or the Parking Spaces of the men, materials and/or utilities of the Licensee.

5. **DEFINITIONS: Capitalized Terms**

5.1. **Agreement Date** : shall mean the date of execution of this Agreement.

5.2. **Premises**: shall mean **ALL THAT** piece and parcel of Bastu land measuring about **8 Cottahs 34 Sq. Ft.** be a little more or less, together with a **Two - Storied Building**, Land comprised in **C.S. Dag No. 200, R.S. Dag No. 305, under C.S. Khatian No. 332, R.S. Khatian No. 1500, in Mouza: Sahapur, J. L. No. 8, R. S. No. 179, Touzi Nos. 93 and 101, Pargana: Magura, Post: Sahapur, within Police Station: New Alipore, and within the local limit of the then South Suburban Municipality (S. S. Unit) now under The Kolkata Municipal Corporation and known and numbered as Municipal Premises No. 6, J.K. Pal Road, mailing address 9, J.K. Pal Road, P.S. New Alipore, Kolkata - 700038, under Municipal Ward No. 119, having its Assessee No. 41-119-04-0006-6, in the District of South 24 Parganas** , which is morefully and particularly mentioned and described in the **SCHEDULE “A”** hereunder written.

5.3. **Title Deed**: shall mean all the documents referred to hereinabove in the recital in respect of K.M.C. Premises no. **6, J.K. Pal Road**, within the limit of K.M.C. Ward No.123, Police Station previously Behala then Thakurpukur now Haridevpur, Kolkata 700008.

5.4. **Building**: shall mean ground plus three storied building comprising of several flats and car parking spaces constructed in accordance with the building plan duly sanctioned by the Kolkata Municipal Corporation and

include other spaces intended for the use and enjoyment in common amongst the apartment owners at the said newly proposed building as per Municipal Rules and guidelines.

**5.5. Plan:** shall mean the Building plan **vide no. 2025130069 dated 29.08.2025** duly approved and sanctioned by the Kolkata Municipal Corporation in respect of the said ground plus three storied building includes any modification and/or alterations there to from time to time made or cause to be made by the Developer.

**5.6. Apartment:** shall mean one self-contained Flat at Road Facing, being **Flat No.....**measuring about and ..... **sq. Ft. (Three B.H.K.)** Chargeable area be the same a little more or less, on the.....floor situated in the said building as be specified in the Part-I of Schedule-B hereunder written along with proportionate share of land attributable to the said flat in the said ground plus Three storied building upon the said Premises No. **6, J.K. Pal Road, mailing address 9, J.K. Pal Road, P.S. New Alipore, Kolkata - 700038, under Municipal Ward No. 119, having its Assessee No. 41-119-04-0006-6, in the District of South 24 Parganas.**

**5.7. Undivided share:** shall mean the undivided proportionate share or interest in land and common areas and facilities provided or to be provided in the said building.

**5.8. Common Facilities and Amenities:** shall mean such common areas and facilities within the said Building earmarked for common use of all the apartment owners save and except roof right, limited to and precisely listed in **Schedule-D**.

**5.9. Ownership:** shall mean the right title and interest in the said demised space to be vested or transferred to the Purchaser's name with lawful and absolute right of transfer or deal with the said Unit in any way and /or manner.

**5.10. Maintenance charges:** shall mean all proportionate share of maintenance of the common areas and facilities as hereunder written to be borne by the Purchasers with other flat Owners of the said building.

**5.11. Carpet area:** shall in relation to the said flat mean and include the plinth area of the said flat within the physical possession and enjoyment of the buyer and shall include the area of the bedrooms, internal toilets, etc.

**5.12. Built up Area:** shall mean the plinth area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls, columns, pillars therein along with the proportionate share of the staircase in the floor on which the unit is located Provided that if any wall, column or pillar being common between two units then half of the area under such wall, column or pillar

shall be included in each such unit to be certified by the Architects. The built-up area as settled and agreed in relation with the super built up area, shall not be questioned by the purchasers whether the same be little more or less on actual measurement.

**5.13. Chargeable Area:** shall include the built-up area of the unit and proportionate share of stair head room, service unit of ground floor, water pump, overhead fire reservoir, pump rooms, septic tank, electrical duct, shafts, lofts and other infrastructure area.

**5.14. Development Agreement::** shall mean the **Development Agreement dated 27<sup>th</sup> day of June, 2022, which was duly registered at the office of the Addl. District Sub-Registrar at Behala, which was duly recorded in Book No. I, Volume No. 1607-2022, Page from 287370 to 287418, Being No. 1607-09089 for the year 2022,** and was made between the then **Owners** and the **Present Owner** herein for construction of a **Ground Plus Six Storied Building** at the said premises.

**5.15. Taxes:** means any and all taxes paid or payable by the Company and/or its contractors by way of value added tax, state sales tax, central sales tax, service tax, education fess and any other taxes by whatever name called in connection with the construction of the said Building.

**5.16. Sale Consideration:** means a total price payable for the sale of Said Apartment calculated on Chargeable area as mentioned in the **Part-III of Schedule-C**, but does not include Taxes, deposit for meters for electricity, Maintenance Charges; property taxes; Land Taxes; stamp duty, registration and any incidental charges and any other charges payable as stated in this Agreement.

**5.17. Common expenses:** shall mean the expenses to be incurred by all the apartment owners proportionately for maintenance, management and upkeep of the Building and the Premises, hereafter called the 'common expenses' including those mentioned in the Schedule-C hereto.

**5.18. Easements:** shall mean the rights, easements, quasi easements, privileges and/or appurtenances, hereafter collectively called the 'Easements' including those mentioned in the Schedule-D hereto which the apartment owners shall allow each other for common use and enjoyment of the Premises and the Building.

**5.19. Specification:** shall mean the specification for the said building as mentioned in the Schedule-E hereunder written subject to the alteration or modification as may be suggested or approved by the Architect.

**5.20. Force Majeure:** shall mean flood, earthquake, riot, storm tempest, civil commotion or commission beyond the control of the party affected thereby viz. drainage, water and power connection and non – availability of essential materials like cement, steel etc. required for the purpose of construction.

**5.21. Words Importing Masculine Gender:** shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; Similarly, words importing feminine gender shall mean and construe masculine gender and/or neuter gender; " Likewise words importing neuter gender shall mean and construe masculine gender and/or feminine gender.

**5.22. Words Importing Singular Number:** shall according to the context mean and construe the plural number and vice versa.

**5.23.** Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.

**5.24.** Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.

**5.25.** Any word or phrase defined in the body of this Agreement as opposed to being defined in Definition clause shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.

**5.26. RECITAL**

**WHEREAS** One **Sri Khirode Behari Mukherjee**, son of Late Banamali Mukherjee, originally purchased a landed property of **16 Cottahs 3 Chittacks 17½ Sq. Ft.** from Binapani Debi, Nilmoni Banerjee and Chintamoni Banerjee by a **Bengali Kobala dated 20.08.1953**, registered and recorded in **Book No. I, Volume No.26, Pages from 227 to 242, Being Deed No. 1786 for the year 1953 at Joint Sub-Registrar Office of Alipore at Behala, Dist. South 24-Parganas** and became absolute owner of the said landed property.

**And WHEREAS** Said **Sri Khirode Behari Mukherjee**, during his lifetime sold a portion measuring **7 Cottahs 11 Chittacks 10 Sq. Ft.** on the south-western side of his land to **Badri Prasad Arora** and **Gopal Lal Arora** in the year **1967**, which was duly registered on **08.03.1967**, in the office of the **Joint Sub-Registrar of Alipore at Behala, South 24-Parganas** and recorded in **Book No. I, Volume No.10, Pages from 235 to 263, Being No. 963, for the year 1967.**

**And WHEREAS** Said **Sri Khirode Behari Mukherjee**, retained as absolute owner of the remaining rest portion of land, measuring about **8 Cottahs 8 Chittaks 7½ Sq. Ft.** since 1967 along with a two storied building standing thereon.

**And WHEREAS** While seized and possessed of the said remaining land **8 Cottahs 8 Chittacks 7½ Sq. Ft.** with structure, the said **Sri Khirode Behari Mukherjee**, died intestate leaving behind him his **Three Sons** namely - **Sri Nirode Baran Mukherjee**, **Sri Jayanta Kumar Mukherjee**, **Sri Sambhu Nath Mukherjee** and **One Daughter Smt. Geeta Banerjee** and **One Daughter-in-law Smt. Kalyani Mukherjee**, wife of Late Biswanath Mukherjee as his legal heirs.

**And WHEREAS** The aforesaid five heirs of the said **Khirode Behari Mukherjee**, since deceased thus became the absolute **Joint Owners** of the said **Land** and said **Two Storied Building** at **Premises No. 6, Joy Krishna Paul Road** (previously 126, Joy Krishna Pal Road), Kolkata – 700038, by way of inheritance as per the **Dayabhaga Schools of Hindu Law of Succession Act. 1956** and they mutated their names before the **South Suburban Municipality (S.S. Unit)**. It is stated that after physical measurement the said land is found to have an area of **8 Cottahs 34 Sq. Ft.** after leaving common passage and drain.

**And WHEREAS** By a **Deed of Conveyance** dated 16.04.2003, registered at the office of **ADSR Behala**, recorded in **Book No. I, Volume No. 27, Pages from 133 to 144, Being No. 1357** for the year 2006 the said **Sri Nirode Baran Mukherjee**, **Sri Jayanta Kumar Mukherjee**, **Sri Sambhu Nath Mukherjee**, **Smt. Geeta Banerjee** and **Smt. Kalyani Mukherjee** sold, transferred and conveyed a **DEMARCATED PORTION** of land measuring more or less **1 Cottah 9 Chittacks** out of their aforesaid total land measuring about **8 Cottahs 34 Sq. Ft.** along with a kancha structure measuring **80 Sq. Ft.** with right to use a 8 feet common passage situated and lying and forming part of West and South of Southern portion of the land at **Premises No. 6, Joy Krishna Paul Road, Postal Address 9, Joy Krishna Pal Road** (previously 126, Joy Krishna Pal Road), Kolkata – 700038, Ward No.119, under **South Suburban Municipality** in favour of one **Sri Tapan Halder** alias **Tapan Kumar Halder** son of Sri Chittaranjan Halder. It is pertinent to mention that in the **Schedule** of the said **Deed** the premises number wrongly was written as **6/9** instead of **9, Joy Krishna Pal Road**.



**And WHEREAS** Thus the heirs of **Khirode Behari Mukherjee**, said **Sri Nirode Baran Mukherjee**, **Sri Jayanta Kumar Mukherjee**, **Sri Sambhu Nath Mukherjee**, **Smt. Geeta Banerjee** and **Smt. Kalyani Mukherjee** were seized and possessed of the remaining rest portion of Land measuring more or less **6 Cottahs 7 Chittacks 34 Sq.Ft.** together with two storied building thereon, hereinafter called and referred to as the **“said property”**.

**And WHEREAS** while thus, seized and possessed of the said property of the aforesaid owners one owner namely **Sri Sambhu Nath Mukherjee** died intestate on **25.02.2005**, leaving behind him surviving his only wife **Smt. Manjusree Mukherjee**, one married daughter **Smt. Sudipta Panda** and one son **Sri Suprio Mukherjee** as his legal heirs and successors and they jointly became the owner of the said property in respect of **1/5<sup>th</sup> Share** left behind by said **Shambhu Nath Mukherjee**, since deceased with others above named co-owners as per **the Dayabhaga Schools of Hindu Law of Succession Act. 1956**.

**And WHEREAS** While thus, seized and possessed of the said property out of the aforesaid owners one owner namely – **Sri Nirode Baran Mukherjee** being a **Hindu Bachelor** throughout his life died intestate on **14.05.2009** and after his death, his share have been devolved to his only surviving **Brothers and Sister** according **Under Section 8** (General rules of succession in the case of males) of the **Hindu Law of Succession Act. 1956**, who have become the joint owners of the said property, having their undivided and un-demarcated share therein.

**And WHEREAS** While thus, seized and possessed of the said property of the aforesaid owners one owner namely **Sri Jayanta Kumar Mukherjee** died intestate on **16.06.2020**, leaving behind him surviving his only wife **Smt. Sooma Mukherjee**, and two married daughters namely - **Smt. Sujaya Mukherjee** and **Smt. Sucharita Sanyal** as his legal heirs and successors and they jointly became the owner of the said property in respect of **1/4<sup>th</sup> Share** left behind by said **Jayanta Kumar Mukherjee**, since deceased with others above named co-owners as per **the Dayabhaga Schools of Hindu Law of Succession Act. 1956**.

**And WHEREAS** while thus, seized and possessed of the said property of the aforesaid owners one owner namely **Smt. Sujaya Mukherjee** died intestate on **03.01.2022**, leaving behind her surviving husband **Mr. Rupak Kishore Mookerjee**, and one un-married daughter namely - **Miss. Suranjana Mookerjee** as her legal heirs and successors and they jointly became the owners of the said property in

respect of the undivided Share left behind by said **Smt. Sujaya Mukherjee**, since deceased with others above named co-owners as per **the Dayabhaga Schools of Hindu Law of Succession Act. 1956.**

**And WHEREAS** While thus, seized and possessed of the said property of the aforesaid owners one owner namely **Smt. Geeta Banerjee** died intestate on **15.10.2019**, leaving behind her surviving one son namely- **Sri Sriraj Kumar Banerjee**, and one married daughter namely - **Smt. Malabika Chakraborty** as his legal heirs and successors and they jointly became the owner of the said property in respect of **1/4<sup>th</sup> Share** left behind by said **Smt. Geeta Banerjee**, since deceased with others above named co-owners as per **the Dayabhaga Schools of Hindu Law of Succession Act. 1956.**

**And WHEREAS** While thus, seized and possessed of the said property one of the joint Owners namely, **Smt. Kalyani Mukherjee**, wife of Late Biswanath Mukherjee, daughter-in-law of Khirode Behari Mukherjee, having her undivided and un-demarcated share of the said premises No. 6, Joy Krishna Paul Road, Kolkata – 700038, and she used to reside in South-West Portion ground floor containing of one bed room, one bath and kitchen and one cover space.

While thus, seized and possessed of the said property, the said Owner namely **Smt. Kalyani Mukherjee** by a **Deed of Conveyance** dated **15<sup>th</sup> January, 2015** registered of the office at **A.D.S.R. Alipore, 24-Parganas South**, which was duly recorded in **Book No. I, C.D. Volume No. 2, Pages from 78 to 96, Being No. 00231 for the year 2015**, sold, transferred and conveyed her **UNDIVIDED** and **UN-DEMARCATED** **1/5<sup>th</sup> Share** measuring about **1 Cottah 4 Chittaks 34 Sq. Ft.** be a little more or less out of total land measuring about **6 Cottahs 7 Chittaks 34 Sq. Ft.** along with **1/5<sup>th</sup> UNDIVIDED and UN-DEMARCATED share of Two-Storied Building** measuring about **2000 Sq. Ft. (Ground Floor 1000 Sq. Ft. and First Floor 1000 Sq. Ft.)** be a little more or less, lying and situated at premises No. 6, J. K. Pal Road, Kolkata-700038 having its **Assessee No. 41-119-04-0006-6**, and in favour of the said **Sri Tapan Halder** alias **Sri Tapan Kumar Halder** son of Sri Chittaranjan Halder.

**And WHEREAS** In the manner as aforesaid as well as by way of aforesaid both purchase the said **Sri Tapan Halder** alias **Sri Tapan Kumar Halder** become the absolute owner of **ALL THAT** piece and parcel of demarcated and un-demarcated Bastu land measuring about **2 Cottahs 13 Chittaks 34 Sq. Ft.** out of **Total Land** measuring about **8 Cottahs 34 Sq. Ft.** be a little more or less, together with **1/5<sup>th</sup> Undivided and Un-demarcated Share** in the said **Two-Storied Building**, standing thereon measuring

about 2000 Sq. Ft. (Ground Floor 1000 Sq. Ft. and First Floor 1000 Sq. Ft.) be a little more or less, after mutation of the said premises known and numbered as **Municipal Premises No. 6A, J.K. Pal Road, mailing address 9, J.K. Pal Road, P.S. New Alipore, Kolkata-700038, under K.M.C. Ward No.119,** having its Assessee No. 41-119-04-0287-7 and has been enjoying, occupying the same as absolute owner thereof without any interference from any one in any manner whatsoever and he have been jointly enjoying, occupying and possessing the same as absolute owner with other **Co-Owners of the said Total Property** thereof.

**And WHEREAS** In the manner as aforesaid as well as by way of aforesaid both sell process the said **Smt. Manjusree Mukherjee, Sri Suprio Mukherjee, Smt. Sudipta Panda, Smt. Sooma Mukherjee, Smt. Sucharita Sanyal, Mr. Rupak Kishore Mookerjee, Miss. Suranjana Mookerjee, Sri Sriraj Kumar Banerjee, and Smt. Malabika Chakraborty,** the parties of the First Part herein become the absolute joint owners of rest portion of the total property as **ALL THAT** piece and parcel of demarcated and un-demarcated Bastu land measuring about **5 Cottahs 3 Chittaks 00 Sq. Ft.** out of **Total Land** measuring about **8 Cottahs 34 Sq. Ft.** be a little more or less, together with rest **Undivided and Un-demarcated Share** in the said **Two-Storied Building**, standing thereon measuring about 2000 Sq. Ft. (Ground Floor 1000 Sq. Ft. and First Floor 1000 Sq. Ft.) be a little more or less, after mutation of the said premises known and numbered as **Municipal Premises No. 6, J.K. Pal Road, mailing address 9, J.K. Pal Road, within Police Station: New Alipore, Kolkata-700038, under K.M.C. Ward No.119,** having its Assessee No.41-119-04-0006-6, in the District: 24 Parganas (South) and has been enjoying, occupying the same as absolute joint owners thereof without any interference from any one in any manner whatsoever and they have been jointly enjoying, occupying and possessing the same as absolute owner with other **Co-Owners of the said Total Property** thereof.

**And WHEREAS** The said **Smt. Manjusree Mukherjee, Sri Suprio Mukherjee, Smt. Sudipta Panda, Smt. Sooma Mukherjee, Smt. Sucharita Sanyal, Mr. Rupak Kishore Mookerjee, Miss. Suranjana Mookerjee, Sri Sriraj Kumar Banerjee, and Smt. Malabika Chakraborty,** as undivided Shareholders and/or **Co-Owners** of the aforesaid **Total Property** and the **First Parties** herein decided to develop of the aforesaid property with fully support of other all co-owners of the said property by erecting **new building** on the said plot of land after demolishing the existing Building standing thereon as per Plan to be sanctioned and/or approved by the **Kolkata Municipal Corporation.**

**And WHEREAS** Accordingly **Smt. Manjusree Mukherjee, Sri Suprio Mukherjee, Smt. Sudipta Panda, Smt. Sooma Mukherjee, Smt. Sucharita Sanyal, Mr. Rupak Kishore Mookerjee, Miss. Suranjana Mookerjee, Sri Sriraj Kumar Banerjee, and Smt. Malabika Chakraborty,** as undivided **Shareholder** and/or **Co-Owner** of the aforesaid property and the **First Parties** herein approached the **Developer** herein to contact all others **Surviving Legal Heirs of the aforesaid property** and construct a new **“MULTI STORIED BUILDING”** on the property after demolition of existing Building standing thereon as per the Plan to be sanctioned and/or approved by the **Kolkata Municipal Corporation**.

**And WHEREAS** Accordingly the **Owners** herein approached the **Developer** herein to construct the **“BUILDING”** on the said property after obtaining the Building Plan to be sanctioned and/or approved by the Kolkata Municipal Corporation after demolition of the existing Building standing thereon.

**And WHEREAS** The **Developer** after discussion with the **Owners/First Parties** have agreed to undertake the development work on the said plot of land as per Plan to be sanctioned and/or approved by The Kolkata Municipal Corporation after demolition of the Existing Building standing thereon.

To avoid future complications the **Owners** and **Developers** executed and registered a Development Agreement on **27<sup>th</sup> day of June, 2022**, which was duly registered at the office of the Addl. District Sub-Registrar at Behala, which was duly recorded in **Book No. I, Volume No. 1607-2022, Page from 287370 to 287418, Being No. 1607-09089 for the year 2022**.

**22.** Thereafter the said **Owners** executed and registered a **Development Power of Attorney** on **30<sup>th</sup> day of June, 2022**, in favour of the **Developers**, which was duly registered at the office of the Addl. District Sub-Registrar at Behala, which was duly recorded in **Book No. I, Volume No. 1607-2022, Page from 290968 to 291003, Being No. 1607-09221 for the year 2022**.

**And WHEREAS** thereafter said **Sri Tapan Halder alias Sri Tapan Kumar Halder,** as undivided **Shareholders** and/or **Co-Owners** of the aforesaid **Total Property** decided to sell his undivided share under the aforesaid property with fully support of other all co-owners of the said property to any intending purchaser and Purchasers.

**And WHEREAS** thereafter said **Sri Tapan Halder alias Sri Tapan Kumar Halder,** by a **Deed of Conveyance** dated **1<sup>st</sup> day of March, 2023** registered of the office at **A.D.S.R. Alipore, 24-Parganas South**, which was duly recorded in **Book No. I, Volume No. 1607-2023, Pages from 81064 to 81105, Being No. 1607-02396 for the year 2023**, sold, transferred and conveyed her **UNDIVIDED** and **UN-**

**DEMARCATED 1/5<sup>th</sup> Share** measuring about **1 Cottah 4 Chittaks 34 Sq. Ft.** be a little more or less out of total land measuring about **6 Cottahs 7 Chittaks 34 Sq. Ft.** along with **1/5<sup>th</sup> UNDIVIDED** and **UN-DEMARCATED** share of **Two-Storied Building** measuring about **2000 Sq. Ft. (Ground Floor 1000 Sq. Ft. and First Floor 1000 Sq. Ft.)** be a little more or less, lying and situated at premises No. **6, J. K. Pal Road, Kolkata-700038** having its **Assessee No. 41-119-04-0006-6**, in favour of the said **M/S A. R. CONSTRUCTION** a **Partnership Firm** having its Office at 86, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal, India, represented by its **Two Partners** namely **MR. PRODIP BAG** son of Late Becharam Bag, residing at 20, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal. India, **AND MR. SOURAV ROY** son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal. India.

**And WHEREAS** thereafter said **Sri Tapan Halder alias Sri Tapan Kumar Halder**, by a **Deed of Conveyance dated 1<sup>st</sup> day of March, 2023** registered of the office at **A.D.S.R. Alipore, 24-Parganas South**, which was duly recorded in **Book No. I, Volume No. 1607-2023, Pages from 81005 to 81045, Being No. 1607-02397 for the year 2023**, sold, transferred and conveyed a **DEMARCATED PORTION** of land measuring more or less **1 Cottah 9 Chittaks** out of their aforesaid total land measuring about **8 Cottahs 34 Sq. Ft.** along with a kancha structure measuring **80 Sq. Ft.** with right to use a 8 feet common passage situated and lying and forming part of West and South of Southern portion of the land at **Premises No. 6A, Joy Krishna Paul Road, being Municipal Assessee No. 41-119-04-0287-7, Postal Address 9, Joy Krishna Pal Road (previously 126, Joy Krishna Pal Road), Kolkata – 700038, Ward No.119, under South Suburban Municipality** in favour of the said **M/S A. R. CONSTRUCTION** a **Partnership Firm** having its Office at 86, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal, India, represented by its **Two Partners** namely **MR. PRODIP BAG** son of Late Becharam Bag, residing at 20, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal. India, **AND MR. SOURAV ROY** son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal. India.

**And WHEREAS** in the manner as aforesaid as well as by way of aforesaid both purchase the said **M/S A. R. CONSTRUCTION** a **Partnership Firm** having its Office at 86, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal, India, represented by its **Two Partners** namely **MR. PRODIP BAG** son of Late Becharam Bag, residing at 20, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal. India, **AND MR. SOURAV ROY** son of Mr. Subrata

Roy, residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal. India, become the absolute joint Owners of **ALL THAT** piece and parcel of demarcated and un-demarcated Bastu land measuring about **2 Cottahs 13 Chittaks 34 Sq. Ft.** out of **Total Land** measuring about **8 Cottahs 34 Sq. Ft.** be a little more or less, together with **1/5<sup>th</sup> Undivided and Un-demarcated Share** in the said **Two-Storied Building**, standing thereon measuring about **2000 Sq. Ft. (Ground Floor 1000 Sq. Ft. and First Floor 1000 Sq. Ft.)** be a little more or less.

**And WHEREAS** simultaneously on **24<sup>th</sup> day of March, 2023** the said **M/S A. R. CONSTRUCTION**, a **Partnership Firm** having its Office at 86, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal, India, represented by its **Two Partners** namely **MR. PRODIP BAG** son of Late Becharam Bag, residing at 20, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal. India, **AND MR. SOURAV ROY** son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal. India, gifted **1 Chittak of Land** out of aforesaid property in favour of the said **SMT. MANJUSREE MUKHERJEE, SRI SUPRIO MUKHERJEE, SMT. SUDIPTA PANDA, SMT. SOOMA MUKHERJEE, SMT. SUCHARITA SANYAL, MR. RUPAK KISHORE MOOKERJEE, MISS. SURANJANA MOOKERJEE, SRI SRIRAJ KUMAR BANERJEE, & SMT. MALABIKA CHAKRABORTY**, as Co-Owners therein, by virtue of a registered **DEED OF GIFT** which was duly registered at the Office of A.D.S.R. Behala and recorded at Book No. I, Volume No. 1607-2023, Pages from 114546 to 114581, Being Deed No. 1607-03616, for the year 2023 for **Amalgamation of the aforesaid all Properties to a Single Property** and after mutation of the said premises known and numbered as **Municipal Premises No. 6, J. K. Pal Road, being Municipal Assessee No. 41-119-04-0006-6, under K.M.C. Ward No.119, mailing address 9, J.K. Pal Road, P.O. Sahapur, P.S. New Alipore, Kolkata-700038, in the District: 24 Parganas (South)** and has been enjoying, occupying the same as absolute owner thereof without any interference from any one in any manner whatsoever and he have been jointly enjoying, occupying and possessing the same as absolute owner with other **Co-Owners of the said Total Property** thereof.

**And WHEREAS** Thereafter said **M/S A. R. CONSTRUCTION (PAN – ABHFA6895K)** a **Partnership Firm** having its Office at 86, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal, India, represented by its **Two Partners** namely **MR. PRODIP BAG (PAN AGKPB4546N), (Aadhaar No. 9815 9889 3459)(Mobile No. 98303 26498)** son of Late Becharam Bag, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at 20, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal. India, **AND MR. SOURAV**

**ROY** son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal. India, the **DEVELOPERS** of the said **ALL THAT** a piece and parcel of Bastu land measuring about **8 Cottahs 34 Sq. Ft.** be a little more or less, together with a **Two - Storied Building**, lying and situated at **Municipal Premises No. 6, J. K. Pal Road, being Municipal Assessee No. 41-119-04-0006-6, under K.M.C. Ward No.119, mailing address 9, J.K. Pal Road, P.O. Sahapur, P.S. New Alipore, Kolkata-700038, in the District: 24 Parganas (South), West Bengal, India** and desired to construct a Multi-Storied Residential Building named as **“CRYSTAL”** upon the said premises for disposal of its different flats/units etc. to the intending Purchaser/s for commercial gain and so the said **DEVELOPER** sanctioned a **Building Plan vide B.S. Plan No. 2025130069 dated 29.08.2025** from the **Kolkata Municipal Corporation** for construction of a Multi Storied Building upon the said **Municipal Premises No. 6, J. K. Pal Road, being Municipal Assessee No. 41-119-04-0006-6, under K.M.C. Ward No.119, mailing address 9, J.K. Pal Road, P.O. Sahapur, P.S. New Alipore, Kolkata-700038, in the District: 24 Parganas (South), West Bengal, India.**

**AND WHEREAS** accordingly the herein Owners/Vendors/Developer decide to construct the **“BUILDING”** on the said entire property after obtaining the Building Plan to be sanctioned and/or approved by the **Kolkata Municipal Corporation**.

**AND WHEREAS** Thereafter, said **DEVELOPER/OWNER** applied for sanction of a building plan **to the said the Kolkata Municipal Corporation (S.S. Unit)** for a Multi Storied Residential Building named as **“CRYSTAL”** and obtained one **Sanctioned Building Plan in favour of the Owner's Name for construct a Multi Storied building on the said plot of land at the said premises vide sanction 2025130069 dated 29.08.2025 valid up to 28.08.2025** and thereafter the **Developer** has process the construction works a **Multi Storied Building** and several **Flats** and **Spaces** under the said building and on and above the same by demolishing the old structure standing thereon, which is morefully mentioned and described in the **FIRST SCHEDULE** hereunder written.

**AND WHEREAS** During the progress of the construction work of the said building the **Purchasers** approached to the **Developer** to purchase a **Flat and Car Parkig Spaces** in the said building from the **Developer's Allocation** and the **Developer** agreed to sale to the **Purchasers**, a **Self-Contained “Flat” No. ....facing** measuring about **.....Sq.Ft. Chargeable Area equivalent to .....Sq. Ft. Carpet Area and 58 Sq. Ft. Balcony Area** be the same a little more or less in the **First Floor** of **Tower-I** consisting of **Three Bed Rooms, One Living / Dinning , One Kitchen, Two Toilets , Two Balconies** along with **One Car Parking Space** measuring about **.....Sq.Ft. in the Ground floor, TOGETHER WITH** impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in

terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the **"Said Flat and Car Parking Space"** morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with all common portion and amenities or facilities in the said building lying, situate and being **Municipal Premises No. 6, J. K. Pal Road, being Municipal Assessee No. 41-119-04-0006-6, under K.M.C. Ward No.119, mailing address 9, J.K. Pal Road, P.O. Sahapur, P.S. New Alipore, Kolkata-700038, in the District: 24 Parganas (South), West Bengal, India** which is morefully and particular mentioned and described in the **FIRST SCHEDULE**, hereunder written free from all encumbrances, trusts, charges, liens, lispendences, attachments, claims to the **Purchasers** hereto for the total consist of **Base price of ...../- (Rupees .....)** **only Plus Car Parking Space amounting to Rs...../- (Rupees .....)** **Only Plus 5% GST amounting to Rs...../- (Rupees .....)** **Only comes to total Consideration of Rs...../- (Rupees .....)** **Only** and for the purpose requested to the **Developer** to enter into an agreement for sale with the **Owner** and the **Developer**.

The Promoter has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

The Allottee has applied for an apartment/Flat/Space in the Project and has been allotted Apartment No. ....having **Chargeable Area of ..... Square Feet**, on .....**Floor** in [tower/block/building] No. ("**CRYSTAL** " and **One Car Parking Space of 120 Square Feet**, on **Ground Floor** , 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, as available in and attached to the project (hereinafter referred to as the "Apartment/Flat/Space" ).

The Promoter has agreed to allot the purchasers the said Flat and Car Parking Space in the said building from the **Developer's Allocation** for a total consideration of **Rs...../- (Rupees .....)** **Only INCLUSIVE OF GST** as applicable. Duly agreed and accepted by the purchasers.

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

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;



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;

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 Allottee hereby agrees to purchase the Apartment and the closed parking as specified herein;

After a closed negotiation by and between the parties herein the parties herein have agreed to reduce the terms and conditions settled between them for the purchase of the aforesaid Flat/Space in writing by means of this present subject to observance of terms and conditions as appearing hereunder by the parties herein.

After being fully satisfied in all respect and prior to the execution of **these presents**, the **PURCHASERS** have paid to the **Developer** as **Rs. ....../-(Rupees .....)**only, being part payment of the sale price of the **FLAT AND CAR PARKING SPACE** agreed to be sold by the **Developer** to the **Purchasers** as advance payment or deposit (**the payment and receipt whereof and the Developer hereby admit and acknowledge**) and the **Purchasers** have agreed to pay to the **Developer** balance of the sale price in the manner hereinafter appearing.

**6.1.** To avoid future complications the parties to this agreement entered in to this agreement this day by incorporating the said agreed terms and conditions to this agreement as follows :

**a. OWNERS** Shall mean **1) Smt. Manjusree Mukherjee @ Smt. Manjusri Mukherjee (PAN:CKMPM0108H)(Aadhaar No. 5200 0590 5386)** wife of Late Sambhu Nath Mukherjee, by Occupation – Housewife, **2) Sri Suprio Mukherjee (PAN: ANRPM3853B) (Aadhaar No. 7990 3007 2767)** son of Late Sambhu Nath Mukherjee, by Occupation – Business, both by Faith - Hindu, both by Nationality – Indian, both are residing at 9, J. K. Pal Road, Post: Sahapur, within Police Station: New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, **3) SMT. SUDIPTA PANDA, (Pan No. APUPP6627D) (Aadhaar No. 9647 7562 0331)** wife of Sri Anupam Panda married daughter of Late Sambhu Nath Mukherjee, by Occupation – Housewife, by Faith - Hindu, by Nationality – Indian, residing at 257, Madurdaha Road , Post: Madurdaha, within Police Station: Madurdaha, Kolkata-700107, in the District: 24 Parganas (South) West Bengal, India, **4)Smt. Sooma Mukherjee (PAN:AUXPM4186E ) (Aadhaar No. 2114 8769 3725)** wife of Late Jayanta Kumar Mukherjee, by Occupation – Housewife, by Faith - Hindu, by Nationality – Indian, residing at 9, J. K. Pal

Road, Post: Sahapur, within Police Station: New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, **5) Smt. Sucharita Sanyal (PAN: BLBPS1410D)(Aadhaar No. 9668 0666 7518)** wife of Sri Indranil Sanyal and married daughter of Late Jayanta Kumar Mukherjee, by Occupation – Housewife, by Faith - Hindu, by Nationality – Indian, residing at 175, Talpukur Road, Ghosh Para Bazar, Post: Sarsuna, within Police Station: Sarsuna, Kolkata-7000061, in the District: 24 Parganas (South) West Bengal, India, **6) Mr. Rupak Kishore Mookerjee (PAN: AITPM5261G)(Aadhaar No. 8324 3004 3061)** son of Late Swarup Kishore Mookerjee and husband of Late Sujaya Mookerjee, by Occupation – Service, **7) MISS. SURANJANA MOOKERJEE, (PAN: FBCPM8467D) (Aadhaar No. 7844 8859 6866)** daughter of Mr. Rupak Kishore Mookerjee, by Occupation – Student, both by Faith - Hindu, both by Nationality – Indian, both are residing at 7/2U/1A, Jamir Lane, within Post & Police Station – Ballygunge, Kolkata – 700019, West Bengal, India, **8) Sri Sriraj Kumar Banerjee (PAN:ACZPB0689B) (Aadhaar No. 4740 0563 4350)** son of Late Dhiraj Kumar Banerjee and Late Geeta Banerjee by Occupation – Service, by Faith - Hindu, by Nationality – Indian, residing at 20, Kabi Sabitri Prasanna Chattopadhyay Road, Kalighat, Post - Rabindra Sarobar within Police Station: Rabindra Sarobar, Kolkata-700026, in the District: 24 Parganas (South) West Bengal, India, and **9) Smt. Malabika Chakraborty (PAN:AGGPC8467R)(Aadhaar No. 3714 4103 7617)** wife of Sri Ashish Chakraborty and married daughter of Late Geeta Banerjee, by Occupation – Housewife, by Faith - Hindu, by Nationality – Indian, residing at 23/11A, Gariahat Road, Post: Sarat Bose Road, within Police Station: Gariahat, Kolkata-700029, in the District: 24 Parganas (South) West Bengal, India, described above and its/his/her/their respective successors, liquidators, legal representatives, heirs, executors, administrators, and assigns its successors administrators and assigns.

**b. PURCHASER/S:** shall mean \_\_\_\_\_ (PAN: \_\_\_\_\_ & AADHAAR NO. \_\_\_\_\_ & DATE OF BIRTH. \_\_\_\_\_) (MOBILE NO \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_, by Occupation – \_\_\_\_\_, by faith – Hindu/ Christian/Muslim, by Nationality - Indian, residing at \_\_\_\_\_, \_\_\_\_\_ Road, Post: \_\_\_\_\_, Police Station: \_\_\_\_\_, Kolkata - \_\_\_\_\_, West Bengal, India,, India and their respective heirs, executors, administrators, legal representatives and assigns.

**a) UNIT:** shall mean the **Unit No.....** situated on the **..... Floor** of the building complex known as **‘CRYSTAL’** as more fully described in the **SECOND SCHEDULE** hereunder written and bordered in Red ink on the floor plan annexed hereto.

**b) CARPET AREA:** shall mean the net usable floor area of an apartment, excluding the area covered

by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. This area shall be measured and certified by the Architect of the project.

c) **PROPORTIONATE SHARE:** shall mean the undivided impartible proportionate share which is agreed, fixed and settled to be the Purchaser's share in the land, the common portions and in all other common rights and liabilities including the common expenses.

d) **COMMON PARTS:** shall mean the common portions more fully described in the Eighth Schedule hereunder written.

e) **COMMON EXPENSES:** shall mean the expenses described in the Sixth Schedule hereunder written and shall include all the costs involved in maintaining and upkeep of all the common parts as described in the Sixth Schedule.

f) **CO-OWNERS:** shall according to its context mean all persons who have agreed to own Units in the proposed building including the Promoter in respect of the unacquired Units till such flats are acquired by others.

g) **PLAN:** shall mean sanctioned building plan obtained from the **Kolkata Municipal Corporation** in respect of the buildings on the property described in the First Schedule hereto being **Building Plan vide ..... dated.....** for construction of a Multi Storied Building upon the said **KMC Premises No. 6, J. K. Pal Road, being Municipal Assessee No. 41-119-04-0006-6, under K.M.C. Ward No.119, mailing address 9, J.K. Pal Road, P.O. Sahapur, P.S. New Alipore, Kolkata-700038, in the District: 24 Parganas (South), West Bengal, India** s, as also further plans to be obtained from such Municipality together with all modifications and amendments thereto.

h) **MAINTENANCE ASSOCIATION:** shall mean the association of the owners/purchasers of different units in the proposed buildings to be collectively known as "**CRYSTAL**" to be constituted for management of the common areas and common services including.

i) **FORCE MAJEURE:** shall mean **Acts Of God, Flood, Earthquake, Riot, War, Storm, Tempest, Civil Commotion, Strike, Labour Trouble, Order of Injunction**, action by the government or any agency thereof and/or any other act or commission beyond the reasonable control of the parties hereto.

**That the Singular includes Plural and vice-versa and Masculine includes Feminine and Vice-Versa.**

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO**

as follows:-

- A. The **Developer** shall construct the said building/s consisting of **Multi Storied Building** on the said plot of land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the **Purchasers** with only such variations and modifications as the **Developer** may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them:
- B. The said land is earmarked for the purpose of building of a residential cum commercial project, comprising twenty multi-storied apartment buildings and one commercial building and the said project shall be known as **"CRYSTAL"** ("Project").
- C. The Developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide its approval being **Building Plan vide B.S. Plan No. 2025130069 dated 29.08.2025** The Promoter have obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the buildings from the Kolkata Municipal Corporation. The Promoter agrees and undertake that they shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- E. The Developer had registered the said project under the provisions of the **West Bengal Housing Industry Regulatory Act** and have obtained registration of the project under the **Real Estate (Regulation and Development) Act, 2016** bearing **Registration No. WBRERA/...../...../...../.....**
- F. The Purchasers/Allottees had applied for an apartment in the Project vide application no. Nil dated                      and has been allotted **Unit No. .... "Flat" No. ...., South-East-West facing** measuring about ..... Sq.Ft. **Chargeable Area equivalent to.....Sq. Ft. Carpet Area and ..... Sq. Ft. Balcony Area** be the same a little more or less in the..... **Floor** of **Tower-I** consisting of **Three Bed Rooms, One Living / Dinning , One Kitchen, Two Toilets , Two Balconies, along with One Car Parking Space measuring about 120 Sq.Ft. in the Ground floor** being constructed by the said

**M/S.SREE SIDHAYE DEVELOPERS PRIVATE LIMITED** on the lands described in the **First Schedule** level as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in the Fourth Schedule and the floor plan or the apartment is annexed hereto and marked as Map - I);

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

**H.** The Parties agree that the instant agreement comprises the entire agreement between the parties and no term or condition of this agreement shall be changed at any time unless the same is in writing duly signed by the parties hereto and it will not be open to any of the parties to allege that any oral agreement de hors this agreement was entered into.

**I.** The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

**J.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**K.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchasers/Allottees hereby agrees to purchase the Apartment as specified in the Fourth Schedule hereunder.

**NOW THEREFORE**, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

**1. TERMS :**

**1.1** Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Purchasers /Allottee(s) and the Purchasers /Allottee(s) hereby agrees to purchase, the Apartment described in the Second Schedule hereunder.

**1.2** The Total Price for the Unit / Apartment based on the carpet area is the amount  
**Rs. .... /-( Rupees ..... ) Only ("Total Price") mentioned in Part - I of**

**the Third Schedule** hereunder written andpayable in the manner set out in Part - II of the  
**Third Schedule** hereunder written.

<b>Block/Building/Tower No. <u>CRYSTAL</u></b> <b>Apartment No..... Type <u>Tiles</u> ,</b> <b>on.....Floor</b>  <b>Proportionate cost of common areas, Preferential</b> <b>location charges and Cost of exclusive balcony area</b> <b>and/or exclusive open terrace area</b>  <b>AND</b>  <b>GST @ on Apartment (at current rates)</b>	<b>Price of Apartment on Chargeable Area per</b> <b>square feet Rs...../-</b> <b>( Rupees ..... ) Only.</b>
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**Explanation:**

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

(ii) The Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) unto the date of the handing over the possession of the Apartment to the purchasers/Allottees and the Project to the association of Purchasers/Allottees or the competent authority, as the case may be.

Provided that in case there is any change/ modification in the taxes, thesubsequent amount payable by the purchasers/Allottee(s) to the Promoter shall beincreased/ 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 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 purchasers/Allottee;

(iii) The Promoter shall periodically intimate to the purchasers/Allottee(s), the amount

payable as stated in (i) above and the purchasers/Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the purchasers/Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment/ Plot includes 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. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

**1.3** The Total Price is escalation free, save and except increases which the Purchaser/Allottee (s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/Allottee (s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/regulations to that effect along with the demand letter being issued to the Purchaser/Allottee (s), 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 Purchaser/Allottee (s).

**1.4** The Purchaser/Allottee (s) shall make the payment as per the payment plan set out in Part - II of the Third Schedule hereunder written ("Payment Plan").

**1.5** It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in the Sixth, Eighth and Ninth Schedules hereto which are in conformity with the advertisement, prospectus etc., on the basis of which sale is effected in respect of the Apartment/building, as the case may be, without the previous written consent of the Purchaser/Allottee (s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Purchaser/Allottee (s) or such minor changes or alterations as per the provisions of the Act.

- 1.6** *The Promoter shall conform to the final carpet areas that have been allotted the Purchaser/Allottee (s) after construction of the building is complete and the occupancy certificate the 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 than the Promoter shall refund the excess money paid by Purchaser/Allottee (s) 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 Purchaser/Allottee (s). 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 the Purchaser/Allottee (s) the Promoter may demand that from the Purchaser/Allottee (s) as per the next milestone of the Payment Plan as provided in Part II of the Third Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.*
- 1.7** *Subject to Para 9.3 the Promoter agree and acknowledge that the Purchaser/Allottee (s) shall have the right to the Apartment as mentioned below:*
- (i) The Purchaser/Allottee (s) shall have exclusive ownership of the Apartment;*
  - (ii) The Purchaser/Allottee (s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Purchaser/Allottee (s) in the common areas is undivided and cannot be divided or separated, the Purchaser/Allottee (s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of Purchaser/Allottee (s) 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, water line and plumbing, finishing with exterior 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 specification to be provided within the Apartment/ Plot and the Project;*
  - (iv) The Purchaser/Allottee (s) (s) has the right to visit the Project site to assess the extent of*



development of the Project and his Apartment with prior intimation and permission, as the case may be.

- 1.8** It is made clear by the Promoter and the Allottees agrees that the Apartment along with the parking space/facility being the subject matter of this agreement 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 accept for the purpose of integration of infrastructure for the benefit of the Purchaser/Allottee (s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers/Allottee(s) of the Project.
- 1.9** The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Purchaser/Allottee (s) which it has collected from the Purchaser/Allottee (s) for the payment of outgoing/dues (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/ dues collected by it from the Purchaser/Allottee (s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Purchaser/Allottee (s) the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues 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.
- 1.10** The Purchaser/Allottee (s) has paid a sum of **Rs. ....../-(Rupees.....)** **only** as booking amount being part payment towards the Total Price of the Unit/Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Purchaser/Allottee (s) hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan described in the **Third Schedule** hereunder as may be demanded by the Promoter within the time and manner specified therein.

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

**2. MODE OF PAYMENT:**

Subject to the terms of the agreement and the Developer abiding by the construction milestones, the Purchaser/Allottee (s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee Cheque / demand draft/ banker's Cheque or online payment (as applicable) in favour of **M/S.SREE SIDHAYE DEVELOPERS PRIVATE LIMITED** payable at Kolkata.

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

**3.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Purchaser/Allottee (s) 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 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 Purchaser/Allottee (s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee (s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee (s) 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 Purchaser/Allottee (s) and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/Allottee (s) only.

**4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Purchaser/Allottee (s) authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Purchaser/Allottee (s) against the

Unit/Apartment, if any, in his/ her name and the Purchaser/Allottee (s) 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 Unit/Apartment to the Purchaser/Allottee (s) and the common areas to the Association of Purchaser/Allottee (s).

**6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot and accepted the floor plan, payment plan & the specification, 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 Kolkata Municipal Corporation and shall not have an option to make any variation/alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

**7. POSSESSION OF THE APARTMENT / PLOT:**

**7.1** **Schedule for possession of the said [Apartment / Plot]** – The Promoter agrees and understands that timely delivery of possession of the Unit/Apartment to the Purchaser/Allottee (s) and the common areas to the Association of Purchaser/Allottee (s) is the essence of the Agreement. The Promoter assures to handover possession of the Unit/Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on \_\_\_\_\_

**7.2** Unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee (s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit/Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/ Allottee(s) 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

Purchaser/Allottee (s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Purchaser/Allottee (s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser/Allottee (s), the Purchaser/Allottee (s) (s) agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.3 Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit/Apartment, to the Purchaser/Allottee (s) in terms of this Agreement to be taken within 2 (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 Purchaser/Allottee (s) shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Purchaser/Allottee (s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/Allottee (s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Purchaser/Allottee (s), as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Purchaser/Allottee (s) at the time of conveyance of the same.

**7.4 Failure of Purchasers/Allottee to take possession of Unit/Apartment-** Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Purchaser/Allottee (s) shall take possession of the Unit/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 Unit/Apartment to the Purchaser/Allottee (s). In case the Purchaser/Allottee (s) fails to take possession within the time provided as per Para 7.2 above, such Purchaser/Allottee (s) shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

**7.5 Possession by the Purchaser/Allottee (s)** After obtaining the occupancy certificate and handing over physical possession of the Unit/Apartment to the Purchaser/Allottee (s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of Purchaser/Allottee (s) as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of Purchaser/Allottee (s) within thirty days after obtaining the completion certificate]

**7.6 Cancellation by Purchaser/Allottee (s)** -The Purchaser/Allottee (s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser/Allottee (s) 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 Purchaser/Allottee (s) shall be returned by the Promoter to the Purchaser/Allottee (s) within forty-five days of such cancellation.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Purchaser/Allottee (s) as follows:-

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) 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 Unit/Apartment and common areas;
- (iv) 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 Purchaser/Allottee (s) created herein may prejudicially be affected;
- (v) 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 Unit/Apartment which will, in any manner, affect the rights of Purchaser/Allottee (s) under this Agreement;
- (vi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit/Apartment to the Purchaser/Allottee (s) in the manner contemplated in this Agreement;
- (vii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit/Apartment to the Purchaser/Allottee (s) and the common areas to the association of Purchaser/Allottee (s);
- (viii) The Schedule Property is not the subject matters 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 ScheduleProperty;

- (ix) *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 the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser/Allottee (s) and the Association of Purchaser/Allottee (s);*
- (x) *No notice from the Government or any other local body or authority or any legislative enactment, government 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) *The Promoter fails to provide ready to move in possession of the Unit/Apartment to the Purchaser/Allottee (s) within the time period specified in Para 7.1 above in this Agreement 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 occupancy 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 the Promoter under the conditions listed above, Purchaser/Allottee (s) is entitled to the following:*

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

**9.3** *The Purchaser/Allottee (s) shall be considered under a condition of default, on the occurrence of the*

following events:

- (i) In case the Purchaser/Allottee (s) fails to make payments for any demand made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Purchaser/Allottee (s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Purchaser/Allottee (s) under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit/Apartment in favour of the Purchaser/Allottee (s) and refund the money paid to him by the Purchaser/Allottee (s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Purchaser/Allottee (s) 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 Unit/Apartment as per Para 1.2 under the Agreement from the Purchaser/Allottee (s) shall execute a conveyance deed and convey the title of the Unit/Apartment together with proportionate indivisible share in 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 Purchaser/Allottee (s):

[Provided that, in absence of local law, the conveyance deed in favour of the Purchaser/Allottee (s) shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

However, in case the Purchaser/Allottee (s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Purchaser/Allottee (s) authorises the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Purchaser/Allottee (s)

**11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:**

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Purchaser/Allottee (s) 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 defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the Purchaser/Allottee (s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further*

*charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser/Allottee (s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.*

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

*The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.*

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

*The Promoter/ maintenance agency/Association of Purchaser/Allottee (s) shall have right of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/Allottee (s) agrees to permit the Association of Purchaser/Allottee (s) and/or maintenance agency to enter into the Unit/Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.*

**15. USAGE:**

*Use of service areas:- The service areas, if any, as located within the said area shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser/Allottee (s) shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Purchaser/Allottee (s) for rendering maintenance services.*



**16. COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT:**

- 16.1** Subject to Para 12 above, the Purchaser/Allottee (s) shall, after taking possession, be solely responsible to maintain the said Unit/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 said building Unit/Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes 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 anyway damaged or jeopardized.
- 16.2** The Purchaser/Allottee (s) 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 façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Purchaser/Allottee (s) also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Purchaser/Allottee (s) shall not store any hazardous or combustible goods in the Unit/Apartment or place any heavy material in the common passages or staircase of the building. The Purchaser/Allottee (s) shall also not remove any wall, including the outer and load wall of the Unit/Apartment.
- 16.3** The Purchaser/Allottee (s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of Purchaser/Allottee (s) and/or maintenance agency appointed by the association of Purchaser/Allottee (s). The Purchaser/Allottee (s) shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4** a. After the completion of the of the Building and once the Buyer has made full payment of the Sale Price, the Promoter shall ensure the mutation of the Building in the government records and legal documents to reflect the Buyer as the owner. The mutation process shall be completed through the Promoter's representatives or authorized agents on behalf of the Buyer.
- b. The Buyer shall bear the cost of completing the mutation process, including all government fees, taxes, and charges associated with the mutation of the property. The Promoter shall initiate and facilitate the necessary steps required for the mutation but will not bear the cost for the same.
- c. The Buyer shall provide all necessary documents and cooperate with the Promoter or the Promoter's representatives to ensure the smooth completion of the mutation process, including but not limited to signing any documents required by the local authorities.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

*The Parties are entering into this Agreement for the allotment of a Unit/Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.*

**18. ADDITIONAL CONSTRUCTIONS:**

*The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.*

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

*After the Promoter executes this Agreement they shall not mortgage or create a charge on the said 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 Purchaser/Allottee (s) who has taken or agreed to take such Apartment.*

**20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

*The Promoter has assured the Purchaser/Allottee (s) that the project in its entirety is in accordance with the provisions of all laws in force in the State of West Bengal, the Promoter showing compliance of various laws/regulations as applicable in West Bengal.*

**21. BINDING EFFECT:**

*Forwarding this Agreement to the Purchaser/Allottee (s) by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/Allottee (s) until, firstly, the Purchaser/Allottee (s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Purchaser/Allottee (s) and secondly, appears for registration of the same before the concerned Additional District Sub- Registrar at Sonarpur, District Sub-Registrar at Alipore / Additional Registrar of Assurances, Kolkata as and when intimated by the Promoter. If the Purchaser/Allottee (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee (s) and/or appear before the Sub-Registrar/Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser/Allottee (s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee (s) application of the Purchaser/Allottee (s) shall be treated as cancelled and all sums deposited by the Purchaser/Allottee (s) in connection therewith including*

the booking amount shall be returned to the Purchaser/Allottee (s) without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Plot/ Building, as the case may be.

**23. RIGHT TO AMEND :**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO SUBSEQUENT PURCHASER /ALLOTTEE:**

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 said Unit/Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser/Allottee (s) of the Unit/Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

- 25.1** The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Purchaser/Allottee (s) in not making payments as per the payment plan specified in the Third Schedule including waving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/Allottee (s) that exercise of discretion by the Promoter in the case of one Purchaser/Allottee (s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Purchaser/Allottee (s).
- 25.2** Failure on 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.

**26. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the

applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Purchaser/Allottee (s) has to make any payment, in common with other Purchaser/Allottee (s) in the Project, the same shall be the proportion which the carpet area of the Unit/Apartment bears to the total carpet area of all the Apartments in the Project.

**28. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser/Allottee (s), in Kolkata after the Agreement is duly executed by the Purchaser/Allottee (s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of **the Additional District Sub-Registrar at Behala, District Sub-Registrar at Alipore /Additional Registrar of Assurances, Kolkata**. Hence this Agreement shall be deemed to have been executed at the Developer's office at **P-158, Nazrul Islam Avenue, Kolkata-700054, in the District: 24 Parganas (South) West Bengal, India.**

**NOTICES:**

That all the notices to be served on the Purchaser/Allottee (s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee (s) or the Promoter by registered post at their respective addresses specified below :

<b><u>M/S A. R. CONSTRUCTION (PAN – ABHFA6895K)</u></b>	<b>Purchasers : .....</b>
86, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, West Bengal, India,	.....

*It shall be the duty of the Purchaser/Allottee (s) and Promoter to inform each other of any changes 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 Purchaser/Allottee (s), as the case may be*

**30.      *JOINT ALLOTTEES:***

*That in case there are Joint ALLOTTEES all communications shall be sent by the Promoter to the ALLOTTEES whose name appears first and the address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEESs.*

**31.      *SAVINGS:***

*Any application letter, allotment letter, agreement, or any other document signed by the ALLOTTEES in respect of the Unit, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Unit, plot or building, as the case may be, shall not be construed to limit the rights and interests of the ALLOTTEES under the Agreement for Sale or under the law 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 the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.*

**33.      *DISPUTE RESOLUTION:***

*All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations and validity of the terms hereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussions. In case the parties are unable to settle the disputes within 15 days of first sitting between the parties regarding the disputes resolve purpose, the promoter /developer shall have the choice to cancel the allotment and refund without interest the amount paid by the Allottee till date. The parties herein shall also have the option to settle the disputes under the provisions of Arbitration and Conciliation Act, 1996.*

*Further, all the terms and conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulations and Development) Act, 2016 and the rules and regulations made thereunder the Act. Any change so prescribed by the Act shall be deemed to automatically include in this Agreement.*

**34. NOMINATION/TRANSFER BY THE ALLOTTEES:**

34.1 The ALLOTTEES may, only after a period of 18 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum mentioned in clause 34.2 below, in advance to the Promoter, get the name of his nominee substituted in his place and in the records of the Promoter as the ALLOTTEES of the Designated Unit. Any such nomination or transfer shall be subject to there being no restriction or prohibition under the laws for the time being in force and shall be at the sole risk and costs of the ALLOTTEES and shall be subject to the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the ALLOTTEES or its nominee. Any Income Tax (except on the said sum mentioned in clause 34.2 below in respect of the Designated Unit paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the ALLOTTEES shall be payable by the ALLOTTEES or its transferee but the Promoter or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Promoter or the Promoter to which the Promoter or the Promoter may become liable owing to any such nomination or related transactions, the same shall be payable by the ALLOTTEES in advance to the Promoter and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without such payment.

34.2 The sum payable by the ALLOTTEES in terms of clause 34.1 above shall be Rs. 1 % of the Prevailing rates for transfer of Nomination of each Unit.

34.3 The ALLOTTEES shall not be entitled to assign or transfer this agreement for a period of 18 months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Unit at any time until all the amounts, charges, outgoings and dues payable by the ALLOTTEES to the Promoter in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the ALLOTTEES from the Promoter.

**35. Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Designated Unit including the interior decoration shall be done and completed by the ALLOTTEES at its own costs and expenses. In doing and carrying out the said fit out works, the ALLOTTEES shall be obliged to adhere to the following:

- (i) No work shall be commenced before the date of ALLOTTEES taking possession of the Designated Unit upon receiving the notice for possession in terms hereof;

- (ii) All works shall be done and in a good and workman-like manner and without violating any laws, rules or regulations of the municipality/Panchayet, National Building Code, state laws and regulations of Fire rules and other authorities and with minimum noise and the ALLOTTEES shall ensure that no disturbance or annoyance to the other Co-owners;
- (iii) The ALLOTTEES shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and Installations and there shall be regular clearing of all debris arising out of the Fit out works;
- (iv) The ALLOTTEES hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns in the floor, ceiling and walls of the Designated Unit.
- (v) The **ALLOTTEES** has been categorically informed by the Promoter that the construction of the New Building and the Designated Unit has been done by using Reinforced Cement Concrete and hereby unequivocally agrees and undertakes that the **ALLOTTEES** shall not hammer or hit the walls in any manner and to carry out any fittings only by proper drilling and fasteners.
- (vi) The **ALLOTTEES** shall be responsible for all consequences, losses of life and property, damages or accidents that may occur due to breach or default on the part of the **ALLOTTEES** in carrying out any condition and stipulation mentioned herein.

### **36. DISHONOUR OF PAYMENT INSTRUMENTS**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the ALLOTTEES for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the ALLOTTEES of the dishonour of the cheque and the **ALLOTTEES** would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 2000/- (Rupees Two Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the **ALLOTTEES** comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque

### **35. 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 the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**ALL THAT** piece and parcel of Bastu land measuring about **8 Cottahs 34 Sq. Ft.** be a little more or less, together with a **Two - Storied Building**, Land comprised in **C.S. Dag No. 200, R.S. Dag No. 305, under C.S. Khatian No. 332, R.S. Khatian No. 1500, in Mouza: Sahapur, J. L. No. 8, R. S. No. 179, Touzi Nos. 93 and 101, Pargana: Magura, Post: Sahapur, within Police Station: New Alipore, and within the local limit of the then South Suburban Municipality (S. S. Unit) now under The Kolkata Municipal Corporation and known and numbered as Municipal Premises No. 6, J.K. Pal Road, mailing address 9, J.K. Pal Road, P.S. New Alipore, Kolkata - 700038, under Municipal Ward No. 119, having its Assessee No. 41-119-04-0006-6, in the District of South 24 Parganas and the said property is butted and bounded in the following manner:-**

**ON THE NORTH** : By 10' Feet wide Passage of Dipankar Banerjee  
& Subhankar Banerjee;  
**ON THE SOUTH** : By 8' ft. Private Passage of Satish Arora and Pradip Arora;  
**ON THE EAST** : By 30' Feet wide J.K. Paul Road;  
**ON THE WEST** : By Building of Satish Arora and Pradip Arora

**SCHEDULE – “B” ABOVE REFERRED TO:**  
**(The SAID FLAT & CAR PARKING SPACE)**

**ALL THAT** piece and parcel of One Self-contained Flat No. .... measuring about \_\_\_\_\_ Sq. Ft. on the \_\_\_\_\_ Floor and One Car Parking Space No. ....measuring about \_\_\_\_\_ Sq. Ft. in the Ground Floor, **Together With** impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the **“FLAT & CAR PARKING SPACE”** **TOGETHER WITH** all common portion and amenities or facilities in the said building named as **“crystal”**, lying and situated at Municipal Premises No. 6, J. K. Pal Road, being Municipal Assessee No. 41-119-04-0006-6, under K.M.C. Ward No.119, mailing address 9, J.K. Pal Road, P.O. Sahapur, P.S. New Alipore, Kolkata-700038, in the District: 24 Parganas (South), West Bengal, India, with all Common Users Area & Facilities in the said building as set-out in the **SCHEDULE - E** hereunder written.

**THE SCHEDULE - C ABOVE REFERRED TO:**  
**PAYMENT SCHEDULE:**

**PART-I**

The Purchaser hereby agrees to pay to **M/S A. R. CONSTRUCTION**, the Developer, total consist of **Base price** of Rs. ..../- (Rupees ..... ) **only Plus Car**



**Parking Space amounting to Rs...../- (Rupees ..... ) Only Plus 5% GST amounting to Rs. ..../- (Rupees ..... ) Only** comes to total Consideration of **Rs...../- ( Rupees ..... ) Only** for the said Flat/Unit/Space described in the **Second Schedule** above including proportionate share in the land and the rights and properties appurtenant thereto described in the **First Schedule** above.

**PART — II (MODE OF PAYMENT OF THE TOTAL COST)**

<b>Payment Plan</b>	<b>Percentage</b>
<b>Booking</b>	<b>2,00,000/-</b>
<b>On Registered Agreement</b>	<b>10% (Booking Amount Inclusive)</b>
<b>Foundation Plinth</b>	<b>10%</b>
<b>Ground Floor Roof Casting</b>	<b>8%</b>
<b>1st Floor Roof Casting</b>	<b>8%</b>
<b>2nd Floor Roof Casting</b>	<b>8%</b>
<b>3rd Floor Roof Casting</b>	<b>8%</b>
<b>4<sup>th</sup> Floor Roof Casting</b>	<b>8%</b>
<b>5<sup>th</sup> Floor Roof Casting</b>	<b>8%</b>
<b>6<sup>th</sup> Floor Roof Casting</b>	<b>8%</b>
<b>Brick Work</b>	<b>8%</b>
<b>Flooring</b>	<b>8%</b>
<b>Possession</b>	<b>8%</b>
<b>Total</b>	<b>100%</b>

Payment of each of the above installments is required to be made by the Purchaser within 21(twenty one) days of posting or 15 (fifteen) days of receipt (whichever is earlier) of notice from the Developer to the Purchaser that a particular installment has fallen due. Time for payment shall always be of the essence of the contract.

**PART — III**

- i) All charges at actuals for **CESC** electric lines, transformers, H.T. and L.T. cables, and all expenses for such lines, Generator cost and installation charges, presently estimated at Rs. 160/- per square foot of carpet area (generator to supply standby electricity for common lights, lifts, pumps and limited to 500 watts of electricity per 2BHK Unit and 750 watts per 3BHK Unit).
- ii) All costs of additional work in the said Unit other than provided.
- iii) In the event of **M/S A. R. CONSTRUCTION** providing any additional facilities or gadgets for the benefit of the occupants of the building the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions and whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of **M/S.SREE SIDHAYE DEVELOPERS PRIVATE LIMITED** and the Purchaser hereby

consents to the same.

**THE SCHEDULE "D" ABOVE REFERRED TO:**  
**(COMMON AREA AND FACILITIES)**

**(Description of the Common Portion after construction of The New Building on the First Schedule Property)**

- (I) Areas:**
  - a) Entrance and exits.
  - b) Boundary Walls and Main Gate of the Premises.
  - c) Staircase, staircase landing, stair head room and lobbies on all the floor of the building.
  - d) Entrance lobby.
  - e) **Automatic Lift & Lift well.**
- (II) Water, Pumping and Drainage:**
  - a) Drainage and sewerage lines and together installations for the same (except only those as per installed within exclusive area of any Unit and/or exclusively for its use).
  - b) Water supply system.
  - c) Water pump, underground and overhead water reservoir together with all common plumbing installation for carriage of any unit/or exclusively for its use.
- (III) Electrical Installation:**
  - a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any unit and/or exclusively for us).
  - b) Lighting of the common portions.
  - c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- (IV) Others:** Such other common parts, areas, equipment's, installation, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-owner.
- (V) Roof:** Roof of the Building and open space in the Ground Floor of the Building shall be the sole property of all Flat Owner as common.
- (VI) CCTV,**
- (VII) Solar on Grid.**

**Subject to payment of full consideration the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:**

- (i)** The Allottee/Purchaser (s) shall have exclusive ownership of the Apartment;
- (ii)** The Allottee/Purchaser (s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;
- (iii)** That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development

charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

**THE SCHEDULE "E" ABOVE REFERRED TO:**

1. Save and except in respect of the said Flat & right to use 1(One) number parking space hereby purchased and right of the restrictive common user over common areas and facilities as specified in the **Fourth Schedule** hereinabove written the Purchaser shall have no claim or respect of other portion of the building.
2. The Purchaser shall pay from the date of possession, the proportionate share of corporation taxes and other taxes whatsoever named called and assessed on the said flat/building/premises as may be existing at any point of time so long of the said unit is not separately assessed.
3. The maintenance charges and all other outgoings payable in respect of the said Flat and Car Parking Space from the date, of possession to association formed by members as per their settled claim from time to time. Apportionment of the liabilities of the **PURCHASER** in respect of an item of cash, taxes, outgoings expenses or any other money or sum payable under the presents by the **PURCHASER** shall be decided as per square feet area of the Flat.
4. **THE PURCHASER/S SHALL:-**
  - a) Maintain the said **FLAT** and **CAR PARKING SPACE** with his/her/their own costs and shall keep the said **FLAT** and **CAR PARKING SPACE** in the conditions sale and order in which it would deliver to him and shall abide by all laws, bye laws, rules and regulations of KMC.
  - b) Use the common areas and facilities strictly as required for passage for ingress to and egress from the said Flat and Car Parking Space and shall not cause any obstruction of hindrance or interference of free ingress and egress but from the said Flat and Space and shall not cause any obstructions of hindrance or interference of free ingress and egress but from the said building for the Promoter or persons claiming through him.
  - c) Permit the association and (heir surveyors or agents with or without workmen and others as also the officers and staff of any public supply authority or bodies at all reasonable time to enter into and upon the said Flat and Space or any part thereof for the purpose of repairing or any part of the building and for the purpose of the making, repairing, re-building, maintaining, clearing lighting and keeping in order and good conditions all services, drains, water, pipes, cables, co-belonging to observing or use for the said building and also for the purpose of pulling down maintaining, repairing and testing drainages and water pipes and electric wires and connections.
  - d) Executing files and register all declaration, deeds and documents and will do all acts, deeds, matters and things as shall be from time to time necessary for and in relation to the Flat and Space and shall also furnish declare and file in compliance with all statutory obligations in respect of statutory obligation from time to time all statements and shall comply with and observe all be formalities from time to time as shall be necessary in any oilier law or required for any purpose including for registration of conveyance and/or transfer deeds and shall always pay and discharged all tax and other statutory liabilities and hereby agrees to indemnify and keep indemnified the Promoter against demands claim, suits, actions, proceedings charges costs and expenses in respect of thereof and shall execute from time to time all papers and documents and to do all other things for giving effects to the presents and also or protecting the interest of the Promoter and of the other **PURCHASER** and/or holders of the other portions in the said buildings.

- e) The **PURCHASER** shall have full proprietary rights and interest and shall be entitled to sell, mortgages, rent, lease or any type of transfer the aforesaid **FLAT and CAR PARKING SPACE** in the **First Floor and Ground Floor respectively** on the said Building and also entitled to use the said Flat as **RESIDENTIAL**, without requiring having or seeking and consenting for the purpose from the other Apartments/FLAT Owner and Owner of the said building.

**5. THE PURCHASER SHALL NOT: -**

- a) Use the said Flat or any portion thereof for any purpose whatsoever other than as a flat for Residence Purpose. But not any cause danger, nuisance or annoyance to the occupiers of the other **FLAT and CAR PARKING SPACE** in the building or to the Owner or occupiers of the adjoining or neighboring properties nor shall use the same for any illegal or immoral purpose.

- b) **PURCHASER** cannot do addition or alteration or construction of permanent nature in the said Flat/ Space or any part thereof which will affect the main structure and line of the building.

- c) Store or keep stored or allow to be stored in the said Flat and Space, any goods or hazardous or combustible' nature or otherwise materials or any other goods or articles which are likely to endanger the said building or any articles giving an offensive smell or which may extra nuisance or annoyance to the neighbors and' or other purpose and/or Promoter and/or the **PURCHASERS** or occupiers of the other building or buildings in the neighborhood.

- d) Hang from or attachment to beam or rafts any article which is or affect endanger or damages or damages the said building and/or construction thereof.

- e) Demolish the said Flat/Space or any part thereof.

- f) Use store in the staircase and other common parts passage and other portion and/or allow the smoke to spread and to go in the common area, common parts, common portions and in other FLAT and CAR PARKING SPACE in the said building.

6. The **PURCHASERS** have full proprietor right and interest and shall be entitled to sell, mortgage, rent or lease without requiring having or seeking and consenting for the purpose from the Promoter or any other owner or Owner of other Flat Owner in the said building. The **Purchaser's** undivided interest in the said soil or land described in the First Schedule hereinbefore written shall remain joint forever with the owner of **FLAT AND CAR PARKING SPACE** of the said building is hereby further declare that the interest in the said soil or said plot of land is impartible.

**THE SCHEDULE "F" ABOVE REFERRED TO:**

**The PURCHASER shall bear:-**

**Proportionate cost of repairing and decorating of the building as Common Expenses;**

**Part - I**

1. Proportionate expenses of maintenance, repairing, reconstruction and renewing the main structure and the drainage system, rain water discharge, arrangements for supply of electricity and fill common areas contained in the said premises.
2. Proportionate costs of cleaning and lighting the entrance of the building, passage, space, lobby, corridor, staircase,
3. Proportionate share of all taxes, levies and impositions deposits etc. for the premises as a whole.

4. Proportionate share of all salaries, wages, fees and remuneration of all workmen, staff and experts, engaged and hired for the common purpose.
5. Proportionate cost of maintenance, operating, replacing and installing implements including Lift, Pump, Motor, Pipes, Deep tube-well etc. for the common service.
6. Proportionate share of premium of insurance of or the building, if any.
7. Proportionate share of such expenses or would be necessary for all incidentals to the said maintenance and up keep of the building.
8. Any other unforeseen proportionate expenses, if arises in future, will be binding upon the **PURCHASER** as per the unanimous decision of the building committee or owner's association.

## **Part – II**

**MAINTENANCE:** The costs and expenses of maintaining, repairing, redecorating and renewing etc. of the main structure, lift, common parts and portions like drainage, gutters and water pipes for all purposes, drains, electric cables and wires in under or upon the said Housing Complex, main entrance, landings and staircase of the said buildings, boundary walls of the Demarcated portion and compounds etc. enjoyed or used by the **PURCHASER** in common with other occupiers. The costs of cleaning and lighting the main entrance, passages, driveways, landings, staircases and other parts of the Housing Complex so enjoyed or used by the **PURCHASER** in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

**OPERATIONAL:** All expenses for running and operating all machines, equipment and installations comprised in the Common Parts and Common Portions including generator, lift, water pump with motor, cable, T.V. connection and also the costs of repairing renovating and replacing the same.

**STAFF:** The salaries of and all other expenses of the staff to be employed for the Common Purposes namely security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, etc. including their bonus and other emoluments and benefits.

**ASSOCIATION:** Establishment and all other expenses of the Association or any agency looking after the Common Purposes until handing over the same to the Association.

### **THE SCHEDULE “G” OF SPECIFICATION ABOVE REFERRED TO:** **FOUNDATION AND STRUCTURE:** **(specification)**

#### **Foundation And Structure:**

The building is designed for R.C.C frame structure with suitable isolated/combined footing foundation for the proposed **Multi Storied Building**.

#### **Walls :**

All external brick walls thickness shall be **200 mm** with cement plaster as per sanctioned plan.

All internal partition walls will be **75 mm** thick with both side plasters.

All inside wall will be coated with best quality wall care putty.

#### **Flooring/Doors & Windows:**

- a) All Bed rooms' floors with Vitrified Tiles, Living / Dining room etc. and Kitchen will be finished with Tiles.
- b) Toilet floor will be of Tiles and glazed ceramic tiles upto **6' Feet** height on walls.
- c) Granite will be provided at Cooking Shelf/platform with **3'0" glazed** tiles upon the cooking shelf with stainless steel sink.

- d) Bed rooms and living/dining/window base will be made of Vitrified Tiles. All internal and bedroom doors will be made of flush door with necessary lock etc. bearing ISI Mark.
- e) Main door will be made up of flush door with commercial ply.
- f) Doors frames will be made up of Wood.
- g) Window will be of Powder – coated Aluminium Section fitted with suitable thick glass with ready mixed synthetic enameled painting of approved brand.

**Electrification:**

Concealed line will be provided in the Car Parking with ISI Mark modular switches. Necessary Points will be provided in toilet and Kitchens. Exhaust fan point will be provided in kitchen. Geyser point in the bathroom, TV point, Telephone point in Living/Dining Room and Air Conditioner Point, Washing Machine Point, Light Point and Plug point, fan point, computer point.

**Plumbing & Sanitary :-**

- a) Concealed water line of pipe be provided.
- b) Fittings i.e. Ceramic basin and water closet of reputed brand will be provided bearing I.S.I Marks.
- c) With drain board provided at kitchen.
- d) PVC Cistern will be provided in all toilets.
- e) All fittings, i.e., bibcock, pillar cock, C.S Cock will be of Kohler or Equivalent make.

**Water:** K.M.C Water

**Exterior:** To be finished with suitable weather proof acrylic paint.

**Cement:** ISI branded Cement.

**Steel:** ISI branded Steel.

**Bricks:** 1<sup>st</sup> class traditional bricks.

**EXTRA WORK :-**

Any work other than specified above would be regarded as extra work for which separate payment is required to be paid but the Developer shall provide all items which Developer required.

**IN WITNESS WHEREOF** all the Party have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

At Kolkata In The Presence of:-

**WITNESSES: -**

1.

2.

=====

**SIGNATURE OF THE OWNER**

Owner duly represented by their Constituted Attorneys

=====

Signature of the **PURCHASER/S**

=====

**M/S A. R. CONSTRUCTION**

Represented by its Managing Partner and authorized  
signatory of the Firm as Developer/Owner/Confirming  
Part

**Drafted & Printed by:**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named **PURCHASERS** a sum of **Rs...../-**  
(Rupees .....) **only as EARNEST MONEY of the said FLAT, described in the SCEOND**  
**SCHEDULE**, herein above written as per memo below:-

<b><u>Date</u></b>	<b><u>Cash/Cheque/NEFT/RTGS</u></b>	<b><u>Bank</u></b>	<b><u>Amount</u></b>
<b>Total</b>			<b>Rs.....</b>

**WITNESSES:**

1.

2.

=====

**M/S A. R. CONSTRUCTION**

**Represented by its Managing Partner and authorized  
signatory of the Firm as Developer/Owner/Confirming Part**