

**AGREEMENT FOR SALE**

This Agreement for Sale (“Agreement”) executed on this            day of April, 2023

**BY AND BETWEEN**

**A T K REALTORS LLP (LLPIN-AAL-2626), (PAN-ABKFA4829J)**, a Limited Liability Partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63, Rafi Ahmed Kidwai Road, Kolkata-700016 under P.O. & P.S. Park Street represented by its designated partner **SYED ABRAR IMAM (PAN-AAHPI8261L), (AADHAAR NO-6744-0235-7855)**, son of Late Syed Mohammad Nemet Imam, by faith Islam, by occupation Business, being Citizen of India and residing at Block 5, Flat 4A, 72, Tiljala Road, Kolkata- 700046, under P.O. Gobinda Khatick & P.S. Beniapur hereinafter called the **“OWNER/VENDOR/PROMOTER”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal representatives, successors-in-interest/office, nominees and assigns) of the **FIRST PART**

**AND**

1. \_\_\_\_\_, having PAN: \_\_\_\_\_, AADHAAR NO: \_\_\_\_\_, M: \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_\_ years, by faith Hindu, by occupation \_\_\_\_\_, being Citizen of India and residing at Premises No. \_\_\_\_\_ under Post Office and Police Station \_\_\_\_\_ and 2. 1. \_\_\_\_\_, having PAN: \_\_\_\_\_, AADHAAR NO: \_\_\_\_\_, M: \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_\_ years, by faith Hindu, by occupation \_\_\_\_\_, being Citizen of India and residing at Premises No. \_\_\_\_\_ under Post Office and Police Station \_\_\_\_\_ hereinafter collectively called and referred to as the **“ALLOTTEE/PURCHASER”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and or assigns) of the **SECOND PART**

The Owner/Vendor/Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”

**DEFINITIONS:**

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

- a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (Act No.16 of 2016 dated 26.3.2016);
- b) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 (w.e.f 27.7.2021) Notification No, 1-GN-HO-15/1/2021-LAW CELL-Deptt of HO 27<sup>th</sup> July 2021;
- c) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;

- d) **“Section”** means a section of the Act;
- e) **“Owner/Vendor/Promoter”** shall mean A T K Realtors LLP, a Limited Liability Partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63, Rafi Ahmed Kidwai Road, Kolkata-700016 under P.O. & P.S. Park Street and shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and or assigns.
- f) **“Allottee/Purchaser”** shall mean and include 1. \_\_\_\_\_ 2. \_\_\_\_\_ and their heirs, executors, administrators, legal representatives and or assigns.
- G) **“Scheduled Property”** shall mean and include All that the piece and parcel of land admeasuring 2 Bigha 10 Cottahs, be the same little more or less, situate lying at and being Municipal Premises No. 4, Mahendra Chatterjee Lane Kolkata-700046 within P.S. Topsia, under Kolkata Municipal Corporation Ward No. 059 and Additional District Sub-Registry Sealdah and District Registry Alipore, District 24 Parganas (South) as more fully and particularly described in the **Schedule - I** hereinafter written.
- H) **“Demised Property”** shall mean and include: -
- ALL THAT** one self contained residential **Flat No.** \_\_\_\_\_ containing by estimation carpet area of \_\_\_\_\_ **square feet**, built up area of \_\_\_\_\_ **square feet**, built up area of \_\_\_\_\_ **square feet** more or less, consisting of 3 (Three) Bedrooms, 1 (One) Living cum-Dining Hall, 1 (One) Kitchen, 2 (Two) Bath-cum-Privy with tiles flooring located on the \_<sup>th</sup> **floor** and **one covered car parking** space on the ground floor of the said building named as **“KALIM ZEUS”** situate lying at Municipal Premises No. 4, Mahendra Chatterjee Lane Kolkata-700046 within P.S. Topsia, as more fully and particularly described in the **Schedule-II**, hereinafter written.
- j) **“Building”** shall mean the residential building consisting of Ground plus Twelve upper floors, which is under construction in accordance with the **Building Plan** sanctioned by the Kolkata Municipal Corporation over the said Scheduled Property.
- k) **“Project”** shall mean the work of development of the Premises, construction and completion of the Building and marketing and sale of the Units and other rights.
- l) **“Building Plan”** shall mean the **Building Plan/Permit No. 2022070229** dated- **29.03.2023** sanctioned by the the Kolkata Municipal Corporation for the construction of G+XII storied building over the Scheduled Property including the elevation, designs, drawing as prepared by the Architect with variations therein, if any.
- m) Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
- n) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include

MASCULINE GENDER and FEMININE GENDER.

**WHEREAS:**

- A. By a Deed of Conveyance dated 12<sup>th</sup> day of April 2022 made between Heatly & Gresham Limited therein referred to as the Vendor of the One Part and the Owner herein therein referred to as the Purchaser of the Other Part and duly registered in Book No.I, Volume No.1904-2022, Page from 563244 to 563290, Being No.190407271 for the year 2022, at the Office of the Additional Registrar of Assurance-IV, Kolkata, the said Vendor for the consideration therein mentioned and on the terms conditions and covenants stated therein conveyed, transferred, assigned and assured unto and to the Purchaser ALL THAT the piece and parcel of land admeasuring 2 Bigha 10 Cottahs, (but on actual measurement and survey and also stated in the records of the Alipore Collectorate as containing 2 Bighas 7 Cottahs, 9 Chittacks and 5 sq. ft. (3181.9 Sq.mtr) be the same little more or less together with 50 years old tin shed residential structure with cement flooring covering an area of 36000 square feet little more or less standing thereon, situate lying and being Municipal Premises No. 4, Mahendra Chatterjee Lane (also known as Premises No. 4, Mohendra Chatterjee Lane) (Formerly 4, Gobra Goristhan Lane and previously No. 4, Banstolla Lane), Kolkata-700046 under P.S. previously Beniapurkur now Topsia, presently under Kolkata Municipal Corporation Ward No. 059 and Additional District Sub-Registry Sealdah and District Registry Alipore, District 24 Parganas (South) morefully more fully described in the first schedule thereunder written.
- B. The Owner after purchase of the aforesaid land caused mutation of its name in the records of the Kolkata Municipal Corporation.
- C. The Owner thus became entitled to ALL THAT the piece and parcel of land admeasuring 2 Bigha 10 Cottahs, (but on actual measurement and survey and also stated in the records of the Alipore Collectorate as containing 2 Bighas 7 Cottahs, 9 Chittacks and 5 sq. ft. (3181.9 Sq.mtr) be the same little more or less, situate lying at and being Municipal Premises No. 4, Mahendra Chatterjee Lane (also known as Premises No. 4, Mohendra Chatterjee Lane) Kolkata-700046 within P.S. Topsia, under Kolkata Municipal Corporation Ward No. 059 and Additional District Sub-Registry Sealdah and District Registry Alipore, District 24 Parganas (South) and as such the Owner had absolute right to enter agreement for the purpose of undertaking the development of the said Premises.
- D. Pursuant to the mutation of the said premises the Owner/Vendor/Promoter obtained sanction of Building Plan bearing B.P. No- 2022070229 dated- 29.03.2023 from the office of the Kolkata Municipal Corporation under provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and Building Rules framed there under for construction of one G+XII floor building and its common amenities and facilities appertaining thereto on the land comprised in the said premises and duly commenced the work of construction of the said new building to be comprised of several self contained flats, car parking and other transferable spaces capable of holding, occupying and enjoying independent of each other and construction would

be completed in accordance with the aforesaid sanctioned building plan at the Promoter's own costs, expenses and responsibility.

- E. By virtue of aforesaid the Owner/Vendor/Promoter is absolutely seized and possessed of or otherwise well and sufficiently entitled inter-alia to **ALL THAT** one self contained residential **Flat No. \_\_\_\_\_**, containing by estimation carpet area of \_\_\_\_\_ **square feet** built up area of \_\_\_\_\_ **square feet**, consisting of 3 (Three) Bedrooms, 1 (One) Living cum-Dining Hall, 1 (One) Kitchen, 2 (Two) Bath-cum-Privy with tiles flooring located on the \_\_\_\_\_<sup>th</sup> **floor** and **one covered car parking** space on the ground floor of the said building named as "**KALIM ZEUS**" on the land comprised in Municipal Premises No. 4, Mahendra Chatterjee Lane (also known as Premises No. 4, Mohendra Chatterjee Lane) Kolkata-700046 within P.S. Topsia, as more fully and particularly described in the **Schedule - II** hereinafter written, and for short hereinafter called and referred to as the **DEMISED PROPERTY**.
- F. The said property/land is earmarked for the purpose of building a residential project comprising multistoried apartment building/buildings and the said project shall be known as "**KALIM ZEUS**".
- G. The Owner/Vendor/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner/Vendor/Promoter regarding the Said Land on which Project is to be constructed have been completed.
- H. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated- 29.03.2023 bearing registration no. 2022070229.
- I. The Owner/Vendor/Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, building, from the Kolkata Municipal Corporation. The Owner/Vendor/Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- J. The Owner/Vendor/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_: on \_\_\_\_\_ under registration.
- K. The Allottee had applied for an apartment in the Project vide application no. nil **dated** \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ **square feet**, covered/built up area of \_\_\_\_\_ **square feet**, type **3BHK**, on \_\_\_\_\_<sup>th</sup> **floor** in [tower/block/building] no. 1 ("Building") along with **one covered car parking space** on the 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 (hereinafter referred to as the "Apartment" more particularly described in Schedule II and the floor plan or the apartment is annexed hereto and marked as Schedule V).
- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

- M. 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.
- N. 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.
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Vendor/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/open or covered parking (if applicable) as specified in para-K.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph K;
- 1.2 The Total Price for the Apartment based on the carpet/built up area is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only ("Total Price")**

Block/Building/Tower No. NA	Rate of Apartment per square feet*
Apartment No./ Flat No.	Area _____ sq. ft @ Rs. _____/- per sq.ft.
Type: <b>3BHK</b>	Rs. _____/-
Floor: <b>4<sup>th</sup> floor</b>	
<b>Total price (in Rupees)</b>	<b>Rupees _____ only</b>

Covered /Open Parking	1 (One)
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**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Owner/Vendor/Promoter towards the Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Owner/Vendor/Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any

as per law and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner/Vendor/Promoter, up to the date of handing over the possession of the Apartment.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Owner/Vendor/Promoter shall be increased/reduced based on such change / modification;

- (iii) The Owner/Vendor/Promoter shall periodically intimate in writing to the Allottee, the amount and/or part thereof payable as stated in clause (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Owner/Vendor/Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - (iv) The Total Price of Apartment includes : 1) pro rata share in the Common Area; and 2. covered/open parking (s) as provided in the Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Owner/Vendor/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owner/Vendor/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule IV ("Payment Plan").
- 1.5 The Owner/Vendor/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at a reasonable percentage per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Owner/Vendor/Promoter.
- 1.6 It is agreed that the Owner/Vendor/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Owner/Vendor/Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Owner/Vendor/Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Vendor/Promoter. If there is any reduction in the carpet area within the defined limit then Owner/Vendor/Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Owner/Vendor/Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Owner/Vendor/Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment.
  - (ii) The Allottee 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 Owner/Vendor/Promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
  - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc and includes cost for providing all other facilities as provided within the Project.
- 1.9 It is made clear by the Owner/Vendor/Promoter and the Allottee agrees that the Apartment along with one covered/open car parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.



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

1.10 The Owner/Vendor/Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Owner/Vendor/Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Owner/Vendor/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottee has paid a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** as booking amount being part payment towards the Total Price of the Apartment at the time of application/execution of this agreement for sale, the receipt of which the Owner/Vendor/Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule IV] as may be demanded by the Owner/Vendor/Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount for 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 Owner/Vendor/Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of ‘**A T K REALTORS LLP**’ 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, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable

properties in India etc. and provide the Owner/Vendor/Promoter with such permission, approvals which would enable the Owner/Vendor/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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Owner/Vendor/Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Owner/Vendor/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner/Vendor/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner/Vendor/Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Owner/Vendor/Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

Time is of essence for the Owner/Vendor/Promoter as well as the Allottee. The Owner/Vendor/Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Vendor/Promoter as provided in Schedule IV ("Payment Plan").

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

The Allottee has seen the specifications of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities, which has been approved by the competent authority, as represented by the Owner/Vendor/Promoter. The Owner/Vendor/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Owner/Vendor/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 Real Estate (regulation and Development) Act 2016 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 Owner/Vendor/Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT:**

- 7.1 Schedule for possession of the said Apartment** - The Owner/Vendor/Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Owner/Vendor/Promoter based on the approved plans and specifications assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within 3 years 6 months after the construction starts unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner/Vendor/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment; Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Owner/Vendor/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Vendor/Promoter shall refund to the Allottee the entire amount received by the Owner/Vendor/Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Owner/Vendor/Promoter and that the Owner/Vendor/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 Procedure for taking possession** - The Owner/Vendor/Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Owner/Vendor/Promoter shall give possession of the Apartment to the Allottee.

The Owner/Vendor/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Vendor/Promoter . The Allottee agree(s) to pay the maintenance charges as determined by the Owner/Vendor/Promoter /association of Allottees, as the case may be after the issuance of the completion certificate for the project. The Owner/Vendor/Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate of the Project.

- 7.3 **Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Owner/Vendor/Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Owner/Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner/Vendor/Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Owner/Vendor/Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act; Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Owner/Vendor/Promoter , the Owner/Vendor/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Owner/Vendor/Promoter to the Allottee within 45 days of such cancellation.
- 7.6 **Compensation** - The Owner/Owner/Vendor/Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Owner/Vendor/Promoter fails to complete or is unable to give possession of the Apartment
- (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or
  - (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Owner/Vendor/Promoter shall be liable, on demand to the

Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within forty-five days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Owner/Vendor/Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/VENDOR/PROMOTER:**

The Owner/Vendor/Promoter hereby represents and warrants to the Allottee as follows:

(i) The Owner has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Owner/Vendor/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

iii) There are no encumbrances upon the said Land or the Project;

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Vendor/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) The Owner/Vendor/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 Allottee created herein, may prejudicially be affected;

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

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

(ix) At the time of execution of the conveyance deed the Owner/Vendor/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;

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

(xi) The Owner/Vendor/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;

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

(xiii) That the property is not Waqf property;

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

- (i) Owner/Vendor/Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (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 there under.

9.2 In case of Default by Owner/Vendor/Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Owner/Vendor/Promoter as demanded by the Owner/Vendor/Promoter . If the Allottee stops making payments, the Owner/Vendor/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Owner/Vendor/Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Owner/Vendor/Promoter , interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

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

**10. CONVEYANCE OF THE SAID APARTMENT:**

The Owner/Vendor/Promoter , on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Owner/Vendor/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/Vendor/Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

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

The Owner/Vendor/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

**12. DEFECT LIABILITY:**

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

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance 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 obligation 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 Owner/Vendor/Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE:**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the "KALIM ZEUS", 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 Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**



- 16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Vendor/Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her own cost.

**18. ADDITIONAL CONSTRUCTIONS:**

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

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

After the Owner/Vendor/Promoter executes this Agreement, he shall not mortgage or create a charge on the Apartment/Plot/Building 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 Allottee who has taken or agreed to take such Apartment.

**20. APARTMENT OWNERSHIP ACT:**

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

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Owner/Vendor/Promoter does not create a binding obligation on the part of the Owner/Vendor/Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner/Vendor/Promoter. If the Allottee(s) fails to execute and deliver to the Owner/Vendor/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/Registrar of Assurance for its registration as and when intimated by the Owner/Vendor/Promoter, then the Owner/Vendor/Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersede 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.

**23. RIGHT TO AMEND:**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:**

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

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

- 25.1 The Owner/Vendor/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule IV] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner/Vendor/Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner/Vendor/Promoter to exercise such discretion in the case of other Allottees.
- 25.2 Failure on the part of the Owner/Vendor/Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the 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 Owner/Vendor/Promoter through its authorized signatory at the Promoter's Office, or at some other Place, which may be mutually agreed between the Owner/Vendor/Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Owner/Vendor/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Registrar/Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

### **30. NOTICES:**

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

Name of Allottee:

(Allottee Address):

Promoter Name: **A T K REALTORS LLP**

(Promoter Address): 63, Rafi Ahmed Kidwai Road, Kolkata- 700016.

It shall be the duty of the Allottee and the Owner/Vendor/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner/Vendor/Promoter or the Allottee, as the case may be.

### **31. JOINT ALLOTTEES:**

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

### **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 there under 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 interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

### **34. OTHER PAYMENTS**

1. H.T/L.T/Transformer charges @ Rs./- per Sq.ft.
2. Generator Charges approx 1250W (only for fans & lights, Not for AC, Geyser, etc) @ Rs./- per Sq.ft.
3. In the event of the Owner/Vendor/Promoter providing any additional materials facilities or gadget to the benefit of the resident of the building then the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common areas. On whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Owner/Vendor/Promoter in consultation with the Purchaser.
4. Advance Maintenance Charges for one year maintenance (interest free)
5. Legal & Documentation Charges Rs./- only.
6. Sinking Fund (interest free) @ Rs./- per Sq.ft.
7. Property Tax as per on actual demand.
8. GST as may be applicable at such rate as prescribed in the GST Act.

### **SCHEDULE - I AS REFERRED TO ABOVE**

#### **Description of Land and Premises**

**ALL THAT** the piece and parcel of land admeasuring 2 Bigha 10 Cottahs, (but on actual measurement and survey and also stated in the records of the Alipore Collectorate as containing 2 Bighas 7 Cottahs, 9 Chittacks and 5 sq. ft. (3181.9 Sq.mtr) be the same little more or less, together with G+XII storied residential building (Under Construction) standing thereon situate lying at and being Municipal Premises No. 4, Mahendra Chatterjee Lane (also known as Premises No. 4, Mohendra Chatterjee Lane) Kolkata-700046 within P.S. Topsia, under Kolkata Municipal Corporation Ward No. 059 and Additional District Sub-Registry Sealdah and District Registry Alipore, District 24 Parganas (South) and butted and bounded as follows:

**ON THE NORTH BY** : Partly by 12 feet wide Mohendra Chatterjee Lane,  
Partly by Premises No. 3B Mohendra Chatterjee  
Lane & Partly by Premises No. 3D Mohendra  
Chatterjee Lane;

**ON THE SOUTH BY** : Partly by Premises No. 2, Gobra Muslim Kabrastan  
& Partly by Mohendra Roy Lane;

**ON THE EAST BY** : Partly by Premises No.18A, Mohendra Roy Lane &  
Partly by Premises No. 18B/1, Mohendra Roy Lane;  
and

**ON THE WEST BY** : Partly by Mohendra Chatterjee Lane & Partly by  
Premises No.5, Mohendra Chatterjee Lane.

**SCHEDULE – II AS REFERRED TO ABOVE**

**(Description of the said Property)**

**ALL THAT** one self contained residential **Flat No. \_\_\_\_\_**, containing by estimation carpet area of **1024.30 square feet**, built up area of **1169.08 square feet**, more or less, consisting of 3 (Three) Bedrooms, 1 (One) Living cum-Dining Hall, 1 (One) Kitchen, 2 (Two) Bath-cum-Privy with tiles flooring located on the \_\_\_<sup>th</sup> floor and **one covered car parking space admeasuring \_\_\_\_\_square feet** on the ground floor of the said building named as “**KALIM ZEUS**” , situate lying at and being Municipal Premises No. 4, Mahendra Chatterjee Lane (also known as Premises No. 4, Mohendra Chatterjee Lane) Kolkata-700046 within P.S. Topsia, under Kolkata Municipal Corporation Ward No. 059 and Additional District Sub-Registry Sealdah and District Registry Alipore, District 24 Parganas (South) and butted and bounded as follows :-

On the North by :

On the South by :

On the East by :

On the West by :

**SCHEDULE – III AS REFERRED TO ABOVE**

**(Showing the Specification of work/Specifications, amenities, facilities of the apartment at the said project)**

Wall	:	Plaster of Paris should be done in all the rooms and in all the walls of the Flat including Verandah and lobby and stair-case.
Window	:	Aluminium sliding window fitted with glass.
Floor	:	The floor of the entire flat will be finished with vitrified tiles.
Doors	:	All Doors with Wooden frame of Sal-wood of standard size. All Doors will be flush type door with Night Latch in the main door.
Toilet	:	Doors of P.V.C. material. Ceramic tiles on all sides of the internal wall at a 7' feet high. Concealed plumbing Line of G.I. pipes with 2 (Two) tap Point and sanitary of STANDARD MAKE. One Geyser point will be provided for hot water and other bathroom will be provided with normal water.
Kitchen	:	Cooking Table of Granite with upper Black stone. One Stainless Steel Sink And suitable power point. The floor will be of vitrified Tiles.
Sanitary Installations	:	P.V.C. (Supreme/Prince) and P.V.C., Ori-Plast Pipe.
Water Supply	:	Municipal Supply – Underground Reservoir and Over-head Reservoir and a set of water pumps and electric-motor.
Electrification	:	Full concealed wiring/surface wiring with copper wire and plastic board finish. Two Light Point in

each room with One Fan point and Two Light point  
each in Bathroom and Kitchen.

- Swimming Pool : One Swimming Pool shall be provided on the \_\_\_\_\_ Floor.
- Garden : Garden shall be provided on \_\_\_\_\_ floor.
- Gymnasium : One standard size Gym Hall equipped with exercise machines and tools.
- Community Hall : One standard size community hall.
- Compulsory : Telephone point and T.V. Point in drawing room.
- Lift : \_\_\_\_\_ Nos. Lift of standard size shall be installed.

**Foot Note: -**

1. *The Iron grill on the window shall be fixed at the cost of the purchaser.*
2. *Meter for the supply of electricity shall be installed at the cost of the PURCHASERS and the amount of the security deposit required by the C.E.S.C Ltd.*
3. *The PURCHASERS has to contribute proportionate amount for the installation of the Transformer.*

**SCHEDULE IV AS REFERRED TO ABOVE**

**(Showing the Mode of Cheque Payment/Payment Plan)**

SL.	PARTICULARS	AMOUNT
1	10% of the Consideration, as Booking Amount payable on or before the execution of the agreement for sale to be caused to be done by the proposed Allottee latest within 30 days from the date of application less amount paid on application	Rs.



2	10% of the Consideration, as earnest money within _____ days from the date of execution of the Agreement	Rs.
3	10% of the Consideration, as further earnest money within 7 days of Piling/foundation work of the said building	Rs.
4	10% of the Consideration, as further earnest money within 7 days of first floor roof casting of the said building	Rs.
5	10% of the Consideration, as further earnest money within 7 days of fourth floor roof casting of the said building	Rs.
6	10% of the Consideration, as further earnest money within 7 days of seventh floor roof casting of the said building	Rs.
7	10% of the Consideration, as further earnest money within 7 days of eleventh floor roof casting of the said building	Rs.
8	10% of the Consideration, as further earnest money within 7 days of twelfth floor roof casting of the said building	Rs.
9	5% of the Consideration, as further earnest money within 7 days of completion of brickwork of the designated apartment	Rs.
10	5% of the Consideration, as further earnest money within 7 days of completion of flooring of the designated apartment	Rs.
11	5% of the Consideration, as further earnest money within 7 days of completion of all sanitary fittings and flush doors in respect of the designated apartment	Rs.
12	5% of the Consideration, as being the balance consideration within 7 days of receiving intimation from the Owner/Vendor/Promoter to take possession of the designated apartment	Rs.
	<b>TOTAL</b>	<b>Rs.</b>

**NOTE: - Additional GST, which the purchaser is liable to pay separately at the prescribed rate under GST Act.**

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

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

**For & on behalf of ROYAL INFRACONSTRU LTD  
As Constituted Attorney  
A T K REALTORS LLP**

**(SYED ABRAR IMAM)  
Designated Partners**

Please affix  
Photographs  
and Sign across  
the photograph

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

**Allottee/Purchaser: (including joint buyers)**

Signature \_\_\_\_\_

**Name:**

Address:

Signature \_\_\_\_\_

Address:

Please affix  
Photographs  
and Sign across  
the photograph

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

**Owner/ Vendor/Promoter:**

Please affix  
Photographs  
and Sign across  
the photograph

Signature \_\_\_\_\_

Name: **A T K REALTORS LLP**

Address: 63, Rafi Ahmed Kidwai Road

At Kolkata on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Drafted and prepared by:

(BHUPENDRA GUPTA)

Advocate

HIGH COURT AT CALCUTTA

Enrolment No. WB/98/2001

**MEMO OF CONSIDERATION**

**RECEIVED** from within named Purchaser a sum **Rs./- (Rupees )**, **only** as per memo stated below:

SL	Date	Mode	Total Amount received (Rs.)
1			Rs.
2			Rs.
<b>TOTAL</b>			<b>Rs.</b>

**(RUPEES \_\_\_\_\_ ONLY)**

-----  
SIGNATURE OF THE OWNER/VENDOR/PROMOTER

**A T K REALTORS LLP**  
**(Acting through its Designated Partner**  
**SYED ABRAR IMAM)**

**WITNESSES:**

**1.**

**2.**