

**ANNEXURE'A'****[See Rule 9] AGREEMENT FOR SALE**

This Agreement for Sale ("**Agreement**") executed on this.....day of.....2025

**By and Between**

**(1) SMT. SHASHI SHUKLA (PAN: BDGPS0384D) (AADHAAR No. 6808 9494 0610)** wife of late Kamal Kishore Shukla, by faith Hindu, by occupation-business, Nationality Indian, residing at 160, Mahatma Gandhi road, 2<sup>nd</sup> Floor,P.O. & P.S. Burrabazar, Kolkata-700007 **(2) SRI VINAYAK SHUKLA, (PAN NO.GCMPS7771C) (AADHAAR No. 7913 2974 5167)** son of late Kamal Kishore Shukla, by faith Hindu by Occupation Business, Nationality Indian residing at 160, Mahatma Gandhi Road, 3<sup>rd</sup> Floor, P.S. & P.O. Burrabazar, Kolkata-700007 **(3) ROSHNI SHUKLA (PAN: DHTPS8614B) (AADHAAR No. 7039 8170 1214)** daughter of late Kamal Kishore Shukla, by faith Hindu, by occupation-business, Nationality Indian, residing at 160, Mahatma Gandhi road, 2<sup>nd</sup> Floor,P.O. & P.S. Burrabazar, Kolkata-700007 **(4) RIYA SHUKLA (PAN: DEEPS6962C) (AADHAAR No. 6692 0770 7767)** daughter of late Kamal Kishore Shukla, by faith Hindu, by occupation-business, Nationality Indian, residing at 160, Mahatma Gandhi road, 2<sup>nd</sup> Floor,P.O. & P.S. Burrabazar, Kolkata-700007 **(5) SMT. BINA SHUKLA (PAN NO.EZRPS8130M) (AADHAAR No.7143 7385 7309)** wife of Late Ram Biswas Shukla, aged about 76 years, by faith Hindu by Occupation House-wife, Nationality Indian residing at 160, Mahatma Gandhi Road, 3<sup>rd</sup> Floor, P.S. & P.O. Burrabazar, Kolkata-700007. **(6) SMT. REKHA BAJPAI (PAN NO.CMMPB3144C) (AADHAAR No.5203 1105 3787)** wife of Shri Prabhat Kumar Bajpai and daughter of the Late Ram Biswas Shukla, aged about 58 years, by faith Hindu by Occupation House-wife, Nationality Indian residing at 160, Mahatma Gandhi Road, 3<sup>rd</sup> Floor, P.S. & P.O. Burrabazar, Kolkata-700007, **(7) RAHUL SHUKLA, (PAN: BAMPS1335K), (AADHAAR No 6653 2558 3953) son of Kaushal Shukla,** aged about 48 years, by faith Hindu by Occupation business, Nationality Indian residing at 160, Mahatma Gandhi Road, 3<sup>rd</sup> Floor, P.S. & P.O. Burrabazar, Kolkata-700007 **(8) KAUSHAL SHUKLA, (PAN:HXEPS9139G) (AADHAAR No. 5373 9140 2649)** by faith Hindu by Occupation –business Nationality Indian residing at 160, Mahatma Gandhi Road, 3<sup>rd</sup> Floor, P.S. & P.O. Burrabazar, Kolkata-700007, represented by their constituted attorney **REGAL REALTY PRIVATE LIMITED ( PAN NO. AAGCR5603P)** a company within the meaning of the Companies Act, 2013,

having its registered office at 191, Chittaranjan Avenue, 4<sup>th</sup> Floor, P. S and Police Station – Burrabazar, represented by its one of the Director **SRI PARESH RUNGTA (PAN No. AKAPR2254F) (Aadhaar No. 5374 7762 7034)** son of Sri Pramod Kumar Rungta, resident of 193 Bagmari Road, Post Office Kankurgachi, Police Station Manicktala, Kolkata-700054 **by virtue of registered Power of Attorney dated 26<sup>th</sup> July, 2017 registered at the office of the Additional Registrar of Assurances – III, Kolkata, vide Book No. IV, Volume No. 1903-2018, Pages from 94997 to 95032, being Deed No. 190302847 for the year 2018 AND FURTHER by virtue of registered Power of Attorney dated 29<sup>th</sup> August, 2018 registered at the office of the Additional Registrar of Assurances – III, Kolkata, vide Book No. IV, Volume No. 1903-2018, Pages from 154957 to 154999, being Deed No. 190305454 for the year 2018 AND FURTHER by virtue of registered Power of Attorney dated 29<sup>th</sup> August, 2018 registered at the office of the Additional Registrar of Assurances – III, Kolkata, vide Book No. IV, Volume No. 1903-2018, Pages from 155000 to 155027, being Deed No. 190305455 for the year 2018 AND FURTHER by virtue of registered Power of Attorney dated 3<sup>rd</sup> May, 2023, registered at the office of the Additional Registrar of Assurances – II, Kolkata, vide Book No. IV, Volume No. 1902-2023, Pages from 184688 to 184719, being Deed No. 190205813 for the year 2023,** hereinafter jointly referred to as "**the VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

**AND**

**MR/MRS. ....**, ..... of Sri ..... (**PAN. ....**) (**Aadhaar No. ....** ....) (**DOB ....**) **Mobile no. +91 .....** by faith Hindu by Occupation business Nationality Indian residing at ....., P.O- ....., P.S- ..... Kolkata-70000.....

hereinafter referred to as the '**ALLOTTEE/PURCHASER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

**AND**

**REGAL REALTY PRIVATE LIMITED (CIN NO. U45400WB2013PTC195572) (PAN NO. AAGCR5603P) (DOI. 15-07-2013)** a Private Limited Company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013 having its Registered Office at 191, Chittaranjan Avenue, 4<sup>th</sup> floor, P.S. Girish Park, P.O. Burrabazar, Pin-700007, represented by its Director **MR. PARESH RUNGTA**, son of Sri of Pramod Rungta (**PAN No. AKAPR2254F**) (**Aadhaar No. 5374 7762 7034**), (**MOBILE NO. +91 9831801205**) (**DOB 10-08-1988**) by faith Hindu by Occupation business Nationality Indian residing at 193 Bagmari Road, Post Office Kankurgachi, Police Station Manicktala, Kolkata-700054 hereinafter referred to as the **'PROMOTER/DEVELOPER/CONFIRMING PARTY'**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors successor-or-successors-in-office, insolvencies and assigns) of the **THIRD PART.**

The Owner, Promoter/Developer/ Allottee shall herein after collectively be referred to as the "Parties" and individually as a "Party".

#### **WHEREAS:**

#### **WHEREAS**

- A. One Sarat Chandra Mullick was the absolute owner of various immovable properties during his lifetime including ALL THAT the 17 cottahs of land together with brick built and structures standing thereon lying and situate at premises No.93,95,97B and Part of 97A, Muktaram Babu Street, Calcutta.
- B. On 8<sup>th</sup> day of May,1957 the said Sarat Chandra Mullick expired leaving behind his Last Will and Testament dated 18<sup>th</sup> day of May, 1956 whereby and whereunder he bequeathed unto and in favour of his only son Sri Tarak Nath Mullick all his immovable properties herein ALL THAT the 17 cottahs of land together with brick built and structures standing thereon lying and situate at premises No.93,95,97B and Part of 97A, Muktaram Babu Street, Calcutta and further appointed the said Sri Tarak Nath Mullick being his only son as the Executor of the said Will.

- C. The said Last Will and Testament dated 18<sup>th</sup> day of May, 1956 of the said Sarat Chandra Mullick, since deceased was duly probated and the said Sri Tarak Nath Mullick thus became the absolute owner and seized and possessed of the said ALL THAT 17 cottahs of land together with brick built and structures standing thereon lying and situate at premises No.93,95,97B and Part of 97A, Muktaram Babu Street, Calcutta.
- D. On 7<sup>th</sup> day of October, 1959 by an Indenture of Sale registered at the Office of the Additional District Sub Registrar, Kolkata in Book No.1, Volume No.104, Pages 139 to 146, Being No. 4716 for the year 1959 the said Sri Tarak Nath Mullick being the Vendor therein of the One Part sold, granted, transferred and conveyed absolutely free from all encumbrances unto and in favour of one Balak Ram Shukla and one Sarju Dayal Shukla being jointly referred to as the Vendees of the Other Part therein at and for a consideration as mentioned therein ALL THAT 17 cottahs of land together with brick built and structures standing thereon lying and situate at premises No.93,95,97B and Part of 97A, Muktaram Babu Street, Calcutta within the Municipal limits of the then North Division of the Town of Calcutta.
- E. By a Deed of Partition dated the 3<sup>rd</sup> day of January, 1985 registered in the office of the Registrar of Assurances, Kolkata in Book No.1, Volume No.755, Pages from 81 to 85, Being No.1989 for the year 1965 the said Balak Ram Shukla and the said Sarju Dayal Shukla amicably partitioned ALL THAT 17 cottahs of land together with brick built and structures standing thereon lying and situate at premises No.93,95,97B and Part of 97A, Muktaram Babu Street, Calcutta.
- F. Thus by virtue of the said Deed of Partition dated 3<sup>rd</sup> day of January, 1985 the said Balak Ram Shukla became the absolute owner of ALL THAT 8 (eight) cottahs 12 (twelve) chittacks and 38 (thirty eight) sq. ft. of land together with partly one storied and partly Asbestos roofed two storied building lying and situate at premises No.97B, and part of 97A, Muktaram Babu Street, Calcutta out of the entire ALL THAT 17 cottahs of land together with brick built and structures standing thereon lying and situate at premises No.93,95,97B and Part of 97A, Muktaram Babu Street, Calcutta, as more fully and particularly described in the First Schedule hereunder written (hereinafter referred to as the said property).
- G. The said Balak Ram Shukla, who during his life time was a Hindu governed by Dayabhaga School of Hindu Law, died intestate on 24<sup>th</sup> November, 1986 . His wife having predeceased him the said property devolved upon his three

sons, namely (1) Sri Ram Biswas Shukla (2) Sri Kaushal Shukla and (3) Sri Kamal Kishore Shukla in equal proportion of 1/3<sup>rd</sup> each, absolutely and free from all encumbrances being the only surviving legal heirs of the said deceased.

- H. Subsequently the said (1) Sri Ram Biswas (2) Sri Kaushal Shukla and (3) Sri Kamal Kishore Shukla made a declaration on the 28<sup>th</sup> day of January, 2010 thereby declaring that they are the absolute owners each having 1/3<sup>rd</sup> undivided share in the said property, as morefully and particularly mentioned in the First Schedule hereunder written. The said declaration was duly registered with the Additional Registrar of Assurances, Kolkata-III, in Book No.I, CD Volume No.2, Pages from 8546 to 8555, Being No.00849 for the year 2010.
- I. Thus the said Sri Ram Biswas , Sri Kaushal Shukla and Sri Kamal Kishore Shukla became the joint owners and /or otherwise well and sufficiently entitled to ALL THAT the said property free from all encumbrances, charges, liens, lispens, attachments, liabilities , acquisitions, requisitions and trust of whatsoever nature each having 1/3<sup>rd</sup> share therein . The said property is partly in possession of the Owners and partly occupied by the tenants and occupants.
- J. The said Sri Ram Biswas , Sri Kaushal Shukla and Sri Kamal Kishore Shukla being the joint owners therein had entered into a Memorandum of Understanding with one Madhukunj Construction Private Limited being the Developer therein on 29<sup>th</sup> day of November, 2010 whereby it was agreed that the said Developer shall construct a Muti-storied building on the said property pursuant to the terms and conditions as mentioned therein. One Power of Attorney dated 29<sup>th</sup> day of November, 2010 registered with the Additional Registrar of Assurances-III Kolkata in Book No.IV, CD Volume No.9, pages from 995 to 1005, being NO.060802 for the year 2010 was also granted by the said Joint Owners in favour of one Sri Ganesh Prasad Gupta, being one of the Director of the said Developer company for taking effective steps.
- K. Subsequently, the said joint owners therein had entered into a development agreement with the said Madhukunj Construction Private Limited being the Developer therein on 26<sup>th</sup> day of December, 2014 for development of the said property jointly and the said Development agreement was duly registered with the Additional Registrar of Assurances II, Kolkata in Book No.1, VD Volume No. 79, pages from 2851 to 2866 , being No. 15841 for the

year 2014 and also a Power of Attorney dated 26<sup>th</sup> day of December, 2014 registered with the Additional Registrar of Assurances III, Kolkata in Book No.IV, CD Volume No.16, Pages from 6090 to 6099, Being No. 08968 was also granted in favour of one of the Directors of the said Madhukunj Construction Private Limited said Sri Ganesh Prasad Gupta for the said development agreement.

- L. Subsequently , the said property being ALL THAT the premises No.97B, and Part of 97A, Muktaram Babu Street, Kolkata was amalgamated and renumbered as Premises No.97A/1, Muktaram Babu Street, Kolkata. And thereafter the said property was demarcated jointly by the owners into two logs being LOT A containing an area of 7 cottahs 4 chittaks and 41 sq. ft. together with partly one storied and partly asbestos roofed two storied building and LOT B containing an area of 1 cottah 1 chittack 17 sq. ft. equivalent to 72.649 sq. mtr. (782 sq. ft.) together with Asbestos and RTR roof structures thereon admeasuring a total area of 8 chittacks 6 chittacks and 13 sq. ft. one actual (a portion of land being used for boundary).
- M. By a Deed of Gift dated 7<sup>th</sup> August, 2015 registered in the office of the Registrar of Assurances-II Kolkata for the year 2015 , out of natural love and affection, the said Kamal Kishore Shukla being the Donor of the One Part therein granted, conveyed , transferred and assured unto and in favour of his son Vinayak Shukla being the Donee therein ALL THAT the piece and parcel of land measuring about 24.216 sq. mtr. Equivalent to 260.66 sq. ft. more or less out of his one third undivided share i.e. 72.649 sq. mtr. (782 sq.ft.)together with Asbestos and RTR roof structures thereon being the LOT B of the said property.
- N. By a Deed of Gift dated 7<sup>th</sup> August, 2015 registered in the office of the Registrar of Assurances-II Kolkata for the year 2015 , out of natural love and affection , the said Kaushal Shukla being the Donor of the One Part therein granted, conveyed , transferred and assured unto and in favour of his son Rahul Shukla being the Donee therein ALL THAT the piece and parcel of land measuring about 24.216 sq. mtr. Equivalent to 260.66 sq. ft. more or less out of his one third undivided share i.e. 72.649 sq. mtr. (782 sq.ft.)together with Asbestos and RTR roof structures thereon being the LOT B of the said property.
- O. By a Deed of Gift dated 18<sup>th</sup> August, 2015 registered in the office of the Registrar of Assurances-II Kolkata for the year 2015 , out of natural love and affection , the said Ram Biswas Shukla being the Donor of the One Part

therein granted, conveyed , transferred and assured unto and in favour of his wife Bina Shukla being the Donee therein ALL THAT the piece and parcel of land measuring about 24.216 sq. mtr. Equivalent to 260.66 sq. ft. more or less out of his one third undivided share i.e. 72.649 sq. mtr. (782 sq.ft.)together with Asbestos and RTR roof structures thereon being the LOT B of the said property.

- P. By a Deed of Revocation dated 7<sup>th</sup> day of March,2016 the Power of Attorney dated 29<sup>th</sup> day of November, 2010 was revoked by the said joint owners Ram Biswas Shukla , Kaushal Shukla and Kamal Kishore Shukla and registered with the Additional Registrar of Assurances III, Kolkata in Book No. IV, CD Volume No.1903-2016, pages from 39951 to 39967, Being No.190301588 for the year 2016.
- Q. The said Ram Biswas Shukla, who during his lifetime was a Hindu governed by Dayabhaga School of Hindu Law, died intestate on 14<sup>th</sup> day of May,2017 leaving behind his wife namely Smt. Bina Shukla and one daughter namely Smt. Rekha Bajpai as his only surviving legal heirs.
- R. By virtue of the death of Sri Ram Biswas Shukla the registered Power of Attorney dated 26<sup>th</sup> December, 2014 , whereby the said Ram Biswas Shukla, since deceased , Kaushal Shukla and Kamal Kishore Shukla appointed Sri Ganesh Prasad Gupta as their true and lawfully attorney for the purpose of development of the said property in terms of registered development agreement dated 26<sup>th</sup> December, 2014 , ceased to have any effect.
- S. Thus Smt. Bina Shukla, Smt. Rekha Bajpai, Sri Kaushal Shukla, Sri Rahul Shukla, Sri Kamal Kishore Shukla and Vinayak Shukla became the joint owners of the said Premises being No.97/1, Muktaram Babu Street, comprising of Lots "A" & Lot B" admeasuring a total area of 8 cottahs, 12 chittacks and 38 sq. ft. and on actual 8 cottahs , 6 chittacks 13 sq. ft. together with structure standing thereon since a portion of the said property was deducted for boundary (hereinafter referred to as the "said premises ") as morefully and particularly described in the Second Schedule written hereunder. The vendor duly mutated its name with the Kolkata Municipal Corporation, vide Assessee No. 110411701116.
- T. By an development agreement dated 26<sup>th</sup> July, 2017 made between Smt. Bina Shukla, Smt. Rekha Bajpai, Shri Kaushal Shukla, Kamal Kishore Shukla

since deceased, Rahul Shukla, Sri Vinayak Shukla jointly referred therein as the Owners and the Developer herein duly referred therein as Developer and registered at the office of the Additional Registrar of Assurances-II , Kolkata Vide Book No.I Volume No.1902-2017 pages from 79128 to 79195 being No. 190202376 for the year 2017, the parties have agreed to develop the premises, being **ALL THAT** the entire land measuring an area of 7 Cottahs 4 Chittaks and 41 sq.ft. together with partly one storied and partly Asbestos roofed two storied building of premises 97/1, Mukhtaram Babu Street, Kolkata presently known as premises No. 97A/1, Mukhtaram Babu Street, Kolkata-700007 and containing an area of 1 Cottah 1 Chittak 17 sq.ft. equivalent to 72.649 sq.mtr (782 sq.ft.) together with Asebestos and RTR roof structures thereon of premises No. 97/1, Mukhtaram Babu Street, Kolkata-700007 presently known as premises No. 97A/2, Mukhtaram Babu Street, Kolkata-700007, admeasuring a total area in the said two premises of 8 Cottahs, 6 Chittacks 13 sq.ft. more or less, Police Station Jorasanko (now known as Girish Park), Ward no.41 of the Kolkata Municipal Corporation under Borough No.V, Kolkata -700007 with the terms and conditions as stipulated in the Development Agreement including the terms of the ratio of allocations between the parties as 55% by developer and 45% by the Owners of the total construction area of the said two premises.

- U. It is pertinent to note that in the said development agreement the name of the Company of the Developer was wrongly mentioned as "M/S. REGAL REALITY PRIVATE LIMITED" instead of Correct name "REGAL REALTY PRIVATE LIMITED" and as such parties were required to execute and registered the Deed of Declaration for correcting the said name of the Company.
  
- V. Along with the said Development Agreement dated 26<sup>th</sup> July, 2017, the said Owners jointly have also had executed the development Power of Attorney empowering the said Developer for the purpose of all respect in order to develop the said premises and also empowering to sale, transfer, convey in respect of Developer's allocation of developer's allocation of 55% of the total construction in the said new building to any intending purchaser/purchasers together with the proportionate share of land and common rights of the said premises and to execute necessary deeds of conveyance and to present before the present registry office for admission of and/or completion of the said registration of the said deed of conveyance in favour of the intending Purchaser.



- W. In the said Power of Attorney also the name of the Company being the Developer was wrongly mentioned as "REALITY DEVELOPERS PRIVATE LIMITED" instead of Correct name "REGAL REALTY PRIVATE LIMITED" as such the parties were also required to execute and registrar the fresh development Power Attorney.
- X. Subsequently by a Deed of Declaration dated 29<sup>th</sup> August, 2018 made between Smt. Bina Shukla, Smt. Rekha Bajpai, Shri Kaushal Shukla, Kamal Kishore Shukla since deceased, Rahul Shukla, Sri Vinayak Shukla the Owners and the Developer therein referred therein as Developer and Registrar at the office of the Additional Registrar of Assurances-II, Vide Book No.1 Volume No. 1902-2018 pages 115851 to 115886 being No. 190203274 for the year 2018 and thereby the said mistake in the name of the Developer's Company name duly been rectified also with the other mistake also were appeared were appearing in the said development agreement dated 26<sup>th</sup> July, 2017.
- Y. A fresh development Power of Attorney have duly been executed on 29<sup>th</sup> August, 2018 made between Smt. Bina Shukla, Smt. Rekha Bajpai, Shri Kaushal Shukla, Kamal Kishore Shukla since deceased, Rahul Shukla, Sri Vinayak Shukla referred therein as the Owners "REGAL REALTY PRIVATE LIMITED" the developer thereby the said Owners has appointed the constituted Attorney to the Developer "REGAL REALTY PRIVATE LIMITED" for the purpose of construction of the said new building in the said premises and to sale, transfer, convey the Developer's allocations of 55% of the total constructed area as mentioned in the said Development Agreement.
- Z. The Developers have duly submitted the proposed sanction plan for sanction the building plan for construction of the said premises 97A/1, Muktaram Babu Street and 97A/2, Muktaram Babu Street, Kolkata-700007 and the Kolkata Municipal Corporation has duly been sanctioned the building sanction plan for construction of the said building as follows:
- i) In respect of being premises No. 97A/1 MuktaramBabu Street, Police Station Jorasanko (now known as Girish Park), Post Office-Burrabazar, Ward no.41 of the Kolkata Municipal Corporation under Borough No.V, Kolkata-700 007

Sanctioned UR 142 of Kolkata Municipal Corporation Building Rule 2009.  
Building Permit No. 202005000 dated 26.06.2020

- AA. In terms of the said building sanction Plan the construction work in the premises No. 97A/2, Muktaram Babu Street has been completed.
- BB. The construction in respect of premises No. 97A/1, Muktaram Babu Street, Kolkata is under construction as per the said sanction plan and Development Agreement.
- CC. It has been agreed by and between the parties that the Owners will take over possession in respect of the entire constructed area of 811 sq.ft. comprised with ground plus 1<sup>st</sup> Floor constructed in the premises No. 97A/2, Muktaram Babu Street, Kolkata out of their 45% allocations of the total constructed area of the said premises and the balance area of the said Owners allocation will be received by the Owners jointly from the said Premises No.97A/1, Muktaram Babu Street, Kolkata.
- DD. It has been further agreed by and between the parties that the developer will be entitle their entire 55% allocation from the Premises No.97A/1, Muktaram Babu Street, Kolkata and entirety.
- EE. In the meantime one of the said Owners Kamal Kishore Shukla died intestate leaving behind him 4 legal heirs under the Hindu Succession Act, 1956, namely Smt. Sashi Shukla, Sri Vinayak Shukla, Roshni Shukla and Riya Shukla and accordingly said legal heirs of Kamal Kishore Shukla jointly have also executed the Power Of Attorney and registered at the concerned registry office dated 03.05.2023 vide Book No. I, Volume No. 1902-2023, Pages 184688 to 184719, being No. 190205813 for the year 2023.

- FF. The parties have agreed and decided their respective allocation of the construction area. The owners and the developer has duly entered into an agreement of allocation of the construction area of the said both the building dated 12<sup>th</sup> July, 2025.
- GG. As per the said calculation above the Developer herein are entitled and received their allocation from the Premises No. 97A/1 Muktaram Babu Street, Kolkata, out of their total 55% allocation in terms of the said development agreement from both the said premises adjusting the area allotted to their tenants in both the said premises as details of such allocations written hereunder.
- HH. The owners and the developers have understood and acknowledged the said allocation in respect of the said both the premises.
- II. In terms of the said development agreement and the said allocation agreement, the developer is entitle to sale, transfer convey all right, title and interest in respect of the their allocation as " developer's" allocation as stated above together with the proportionate share in the land and all common rights, facilities and area of the said Premises No. 97A/1 Muktaram Babu Street, Kolkata to any intending purchaser including the purchaser herein.
- JJ. The Promoter/developer herein has agreed to sell, transfer, convey and assign from the " developer's" allocation and the Allottee /Purchaser agreed to purchase **ALL THAT piece and parcel of Unit/Flat No..... & ..... admeasuring about carpet area .....sq.ft. equivalent Built up area ..... Sq.ft. equivalent Super built up area ..... & carpet area .....q.ft. equivalent Built up area ..... Sq.ft. equivalent Super built up area ..... Sq.ft. respectively On ..... Floor residential flat measuring be the same a little more or less on the ..... Floor, in Premises No.97A/1, Muktaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata-700007, together with** the undivided proportionate impartible share and/or interest in the land comprised in the Said Premises as more fully described in the First Schedule written hereunder and all right over the common areas, portions, facilities, amenities and installations in the Said Building situated at premises No. **97A/1, Muktaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata-700007.**

- KK. **The Promoter has registered the project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on..... under registration No.....**
- LL. **The Promoter herein has declared to sell the residential flat of the said building and the purchaser herein getting knowledge about the same, and being desirous to purchase a flat had taken inspection of the documents and being satisfied with the title of the land owner and also the sanction plan and the construction and agreed to Purchase ALL THAT piece and parcel of units, being Unit/Flat No. \_\_\_\_\_ admeasuring total \_\_\_\_\_square feet carpet area equivalent to \_\_\_\_\_sq.ft. super built up area situated on the ..... floor of the said building, 97A/1, Muktaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata-700007, within the local limit of Kolkata Municipal Corporation Ward No. 41 together with the proportionate share in the land and common rights of the said premises with the terms and conditions and for consideration as contained therein, hereinafter called and referred to as the "SAID FLAT" morefully and particularly described in the the SECOND SCHEDULE at or for the total price and/or consideration of Rs. \_\_\_\_\_only finding the proposal as an acceptable one, the vendor/ owner/Developer has decided to sell out the said flat to and in favour of the Allottee/Purchaser herein.**
- A. The Allottee had booked for a **UNIT/SPACE/FLAT** in the Project vide application no. \_\_\_\_\_dated\_\_\_\_and has been allotted plot no. \_\_\_\_\_having area of\_\_square feet and plot for garage/closed parking admeasuring\_\_\_\_\_square feet (if applicable)] in the **[Please insert the location of the garage/ closed parking]**, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);
- B. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations

detailed herein;

- C. 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;
- D. 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 herein after;
- E. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter here by agrees to sell and the Allottee hereby agrees to purchase the **Unit** and the garage/closed parking (if applicable) as specified in clause (F) above;

**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:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the **[Unit ]** as specified in paragraph 'F' above

The Total Price for the **[Unit/Apartment/Plot]** based on the carpet area is Rs.....(Rupees

\_\_\_\_\_Only ("**Total Price**") (Give break up and description):

Block/Building/Tower no. Unit/Flat/Apartment no._____ Type_____ Floor_____	Rate of Unit/Flat/Apartment per square feet*

\*Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking-1	Price for 1
Garage/Closed parking-2	Price for 2

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the **[Unit/Flat/Space]**;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the 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 Promoter) up to the date of handing over the possession of the [Unit/Flat/Space]:

Provided that in case there is any change / modification in the

taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the 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 **[Unit/Flat/Space]** includes: 1) prorata share in the Common Areas; and 2) Garage (s)/closed parking(s) as provided in the Agreement.

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 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 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.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early

payments of installments payable by the Allottee by discounting such early payments@\_\_\_\_\_ %per annum for the period by which the respective installment has been proponed. 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 Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the **[Unit/Flat/Space]**, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required, or such changes or alterations as per the provisions of the Act.

The 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 Promoter. If there is any reduction in the carpet area within the defined limit then 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 Promoter shall demand that from the Allottee as per the next miles tone 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.



Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the **[Unit/Flat/Space]** as mentioned below:

- (i) The Allottee shall have exclusive ownership of the **[Unit/Flat/Space]**
- (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 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 **[Unit/Flat/Space]** 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.

It is made clear by the Promoter and the Allottee agrees that the **[Unit/Flat/Space]** along with.....garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project

covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

The Allottee has paid a sum of Rs\_\_\_\_\_ (Rupees\_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the **[Unit/Flat/Space]** at the time of booking, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the **[Unit/Flat/Space]** as prescribed in the Payment Plan as may be demanded by the 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 specified in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of \_\_\_\_\_, payable at \_\_\_\_\_.

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

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 and 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the 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 Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any 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 Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

#### **5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the **[Unit/Flat/Space]** 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 Promoter as provided in Schedule C ("Payment Plan").

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

The Allottee has seen the specifications of the **[Unit/Flat/Space]** and accepted the Payment Plan, floorplans, layout plans [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. 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 [Please insert the relevant laws in in force and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

**Schedule for possession of the said [Unit/Flat/Space]:** The Promoter agrees and understands that timely delivery of possession of the **[Unit/Flat/Space]** is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the **[Unit/Flat/Space]** on,.....

Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the **[Apartment/Plot]**, 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 Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the **[Unit/Flat/Space]** 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 Promoter shall give possession of the **[Unit/Flat/Space]** to the Allottee. The 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 Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case maybe. The Promoter on its behalf shall offer the

possession to the Allottee in writing within.....days of receiving the occupancy certificate\*of the Project.

**Failure of Allottee to take Possession of [Unit/Flat/Space]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the **[Unit/Flat/Space]** 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/Flat/Space]** to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**Possession by the Allottee** – After obtaining the occupancy certificate\* and handing over physical possession of the **[Unit/Flat/Space]** to the Allottees, it shall be the responsibility of the 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 maybe, as per the local laws.

**Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his 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 promoter, the 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 promoter to the allottee within 45 days of such cancellation.

### **Compensation–**

The 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 promoter fails to complete or is unable to give possession of the **[Unit/Flat/Space]** (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 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 **[Unit/Flat/Space]** with interest at the rate specified in the Rules within 45 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 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 **[Unit/Flat/Space]**

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

The Promoter here by represents and warrants to the Allottee as follows:

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the



competent Authorities to carry out development of the Project;

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

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

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

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Unit/Flat/Space] 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/Flat/Space] and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee created herein, may prejudicially be affected;

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

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [ Unit/Flat/Space] to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Unit/Flat/Space] 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 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 out goings, 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 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**

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

- (i) Promoter fails to provide ready to move in possession of the [Unit/Flat/Space] 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.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the 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 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 promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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 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 promoter on the

unpaid amount at the rate specified in the Rules.

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [ Unit/Flat/Space]in favour of the Allottee and refund the amount 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 Promoter, on receipt of complete amount of the Price of the [ Unit/Flat/Space]under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [ Unit/Flat/Space]together with proportionate indivisible share in the Common Areas within 3 (three) months from the 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 Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the 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 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 to be charged by the promoter to the purchaser on proportionate ratio.

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]*

## **12. DEFECTLIABILITY**

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

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

The Allottee hereby agrees to purchase the [ Unit/Flat/Space]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 UNIT/FLAT FOR REPAIRS**

The 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 [ Unit/Flat/Space] 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

\_\_\_\_\_ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The 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:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [ Unit/Flat/Space]at his/her own cost, in good repair and condition and shall not door suffer to be

done anything in or to the Building, or the [Apartment/Plot], 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 [Unit/Flat/Space] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging there to, 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. 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 color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Unit/Flat/Space] 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/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The 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 ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a [

Unit/Flat/Space]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 shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/her own cost.

#### **18. ADDITIONAL CONSTRUCTIONS**

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

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Unit/Flat/Space/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 [Unit/Flat/Space].

#### **20. APARTMENT OWNERSHIP ACT**

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

#### **21. BINDING EFFECT**



Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the 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 Promoter. If the Allottee(s) fails to execute and deliver to the 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 Promoter, then the 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 there with 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 here of 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 ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

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

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan 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 Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made

thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case maybe, 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 [Unit/Flat/Space] bears to the total carpet area of all the [Apartments/Plots] 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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Ag

Registrar. Hence this Agreement shall be deemed to have been executed at\_\_\_\_\_.

### 30. **NOTICES**

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

\_\_\_\_\_Name of Allottee

\_\_\_\_\_ (Allottee

Address) M/s\_\_\_\_\_

\_\_\_\_\_Promote

r name

\_\_\_\_\_ (Promoter Address)

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

### 31. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the 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 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 there of 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.

*[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].*

#### **THE SCHEDULE "A" ABOVE REFERRED TO:** **(ENTIRE PREMISES)**

**ALL THAT** the entire land containing an area of 7 Cottahs 4 Chittaks and 41 sq.ft. together with partly one storied and partly Asbestos roofed two storied building presently known as premises No. 97A/1, Muktaram Babu Street, Police Station Jorasanko (now known as Girish Park), Ward no.41 of the Kolkata Municipal Corporation under Borough No.V, Kolkata -700007 and butted and bounded with –

On the North : By the premises No.12& 13 Pratap Ghosh Lane;

On the South : By the premises No.177A, Chittaranjan Avenue;

On the East : by the premises No.181, Chittaranjan Avenue;

On the West : By the premises No.77 & 69 Muktaram Babu Street.

#### **THE SCHEDULE "B" ABOVE REFERRED TO:** **(DESCRIPTION OF THE SAID UNIT)**

**ALL THAT piece and parcel of Unit/Flat No. .... & ..... admeasuring about carpet area .....sq.ft. equivalent Built up area ..... Sq.ft. equivalent Super built up area ..... & carpet area .....sq.ft. equivalent Built up area ..... Sq.ft. equivalent Super built up area ..... Sq.ft. respectively On ..... Floor residential flat measuring be the same a little more or less on the ..... Floor, in Premises No.97A/1, Muktaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata-700007, together with the undivided proportionate impartible share and/or interest in the land comprised in the Said Premises as more fully described in the First Schedule written hereunder and all right over the common areas, portions, facilities, amenities and installations in the Said Building situated at premises No. **97A/1, Muktaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata-700007.****

**Floor plan is annexed with this agreement for sale**

**SCHEDULE "C"**

**ABOVE REFERRED TO:**

**(PAYMENT PLAN)**

On Booking	10% + GST.
After Registration of Sale Agreement	10% + GST.
On Possession/ Or Conveyance. (whichever Is Earlier)	(80% + Extra Charges) + GST.
<b>Total to Pay for Flat:</b>	<b>100%.</b>

**Extra Charges & Deposits:**

Sinking Fund for Future Maintenance	Rs. _____ = per sq. ft. of Carpet Area
Deposit: 1. Sinking Fund	Rupees_____

Deposit: 2. Maintaince Charges.	Rupees_____
Deposit: 3. Corporation Deposit.	Rupees_____

**Cancellation Charge:**

a) After this agreement: \_\_\_ of full consideration value.

Refund is subject to 45 **days' notice** of cancellation.

**Nomination Charge:** Nomination charge will be **Rs.** \_\_\_\_\_ = per sqr ft.

**Note: GST and Other Govt. Charges will be as applicable.**

**Mode of payments:** All Payments are to be made by demand draft/account payee cheque in favour of " \_\_\_\_\_ " or online transfer

(RTGS/NEFT)to **A/c No.** ..... with

....., ..... **Branch, IFSC**

**Or.....to other Bank A/c as may be informed by the developer.**

**THE SCHEDULE "D" AS REFERRED ABOVE**

**(SPECIFICATION}**

- Foundation:-** R.C.C. Pile foundation with 450 mm dia casting of pile @ 21.5 mtr. Below G.L. Level as per soil investigation Report & as

per approved structural design and drawing with Ready Mix cement conc ( Grade M-25) including the pile cap as per design and drawing casting by Ready Mix Concrete. Pest control treatment will be done during Fixing of marble / tiles at Floor level work.

**2. Structure:-** R.C.C. roof slab (each) as per approved design and drawing and casting by Ready Mix Concrete (M-25).

**3. Wall:-** Outside wall 10/8 inches thick and inside wall 5/3 inches as per drawing with No. 1 brick using (1 : 5) cement sand ration.

**4. R.C.C.:-** M-25 grade cement conc. using reinforcement as approved for coloums.

**5. Flooring:-** Flooring at toilet will be completed with mat finish / Glossy Vitrified Tiles at each floor areas. Stair & lift front wall with granite finish.

**6. Glazed Tiles:-** White or any colour Glazed Tiles with good quality Orient tiles will be fixed in all toilet wall up to 1650 mm (5'6")height from finished floor.

**7. Wood Work / Steel Work :-**1) Doors and windows frames will be made of Sal Wood of 75mm X 100mm in section. 2) All doors will be single leaf termite proof flush type door. 3) Toilet doors will be flush type with inside aluminum Sheet or PVC Doors.4) MS Grill windows. 5) Windows will be of aluminum sliding with white glass.

**8. Plastering Works :-** 12mm thick plaster in 1 : 5 to inside and outside wall and 6mm thick plaster in ceiling by medium course sand.

**9. Roof Treatment:-** Roof in proper slope with water proofing Compound & Crazy flooring.



10. **Sanitary & Plumbing:-** All sanitary & plumbing works will be with G.I. / PVC pipe of supreme made and all fittings in ISI Standard like Essco, parrywire, Supreme etc.

11. **Electrical Works:-** Inside all unit will be concealed empty pipe lines without copper wire & all main lines from unit MCB to meter room will be with 10mm copper wire of Havells made & one generator line also with 4 mm. copper wire from unit MCB to meter room with one empty pipe line also from unit MCB to meter room.

12. **Finishing:-**

- 1) Inside putty finish including staircase, SH room, shops, common areas etc.
- 2) Outside wall finish with weather coat paint of approved make after putty finish.

13. **Lift:-** Two 5/6 (Five/Six) Passenger lift well R.C.C. Structure.

14. **Elevator:** L.T. Elevator Ltd automatic/manual lift.

### **THE SCHEDULE “E” ABOVE REFERRED TO**

#### **(Common parts and portions)**

- a) Entrance and exits to the Said Premises and the Said Building;
- b) Drainage and sewerage lines and other installations except those which are installed within the exclusive area of any unit;
- c) Electric meters, electrical wiring and other fittings, (excluding those which are installed within the exclusive area of any unit for its use);

- d) Staircase and staircase landings, lobbies on all the floors, entrance lobby, electric/utility room;
- e) Water supply system, underground and overhead water reservoirs together with all common plumbing installations for carrying of water;
- f) The roof shall be always with the Vendors and the purchaser or any other occupier shall have no right, claim and interest in respect of the said roof of the said building save and except for the purpose of the maintenance of overhead water reservoir and fixation any antenna of cable were, if any or for the purpose of any other maintenance.

**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

SIGNED AND DELIVERED BY  
THE WITHINNAMED ALLOTTE:

Affix photograph and  
sign across the photograph

SIGNED AND DELIVERED BY  
THE WITHINNAMED PROMOTER/  
OWNER:

Affix photograph and  
sign across the photograph