

**AGREEMENT FOR SALE**

**This AGREEMENT FOR SALE ("Agreement") executed on this the \_\_\_\_  
day of \_\_\_\_\_, Two Thousand and Twenty-Six (2026) A. D.;**

**BY AND BETWEEN**

**(1) SRI MRINMOY KUMAR BASU (PAN - AEGPB4974C) (D.O.B. - 28.12.1960) (AADHAAR NO. 8030 3681 1093)**, son of Late Mohan Lal Basu, by faith- Hindu, by occupation- Chartered Accountant, by nationality - Indian, residing at 49/49/1, Kayesthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas; **(2) SHRI MAYUKH BASU (PAN - IAHPB1413D) (D.O.B. - 01.06.2006) (AADHAAR NO. 4282 6475 52760)**, son of Late Manab Kumar Basu, by faith- Hindu, by occupation - Student, by nationality - Indian, residing at 49/49/1, Kayesthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas and **(3) SMT. MEGHNA BASU (PAN - CNXPB6902N) (D.O.B. - 22.10.1998) (AADHAAR NO. 9739 6108 5440)**, daughter of Late Manab Kumar Basu, by faith- Hindu, by occupation - Service, by nationality - Indian, residing at 49/49/1, Kayesthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas; hereinafter shall collectively be called and referred to as the "**OWNERS**"; duly represented by their **Constituted Attorney B. S. CONSTRUCTIONS AND INFRASTRUCTURES PRIVATE LIMITED (PAN - AADCB6173D) (D.O.I. - 24.09.2008)**, a Private limited Company, having its office at 74A, Purna Das Road, Post Office - Sarat Bose Road, Police Station - Lake now Rabindra Sarobar, Kolkata - 700029, District - South 24 Parganas, West Bengal; represented by one of its Director **MR. BHARAT SINGH (PAN - AIZPS9896F) (D.O.B. - 02.01.1958) (AADHAAR - 9707 0987 8035)**, son of Late Radha Mohan Singh, by faith - Hindu, by occupation - Business, Indian Citizen, residing at 89, Salkia School Road, Bangeshwar Apartment, 7<sup>th</sup> Floor, Post Office - Salkia, Police Station - Golabari, District - Howrah, West Bengal - 711106; by virtue of a registered **Development Agreement cum Development Power of Attorney dated 20.09.2024**, registered in the Office of the **District Sub-Registrar - II, South 24 Parganas** and recorded in its **Book - I, Volume No. 1602-2024, Page from 441476 to 441534, being No. 160213204 for the year 2024**; hereinafter shall be called and referred to as the "**OWNER/VENDOR/LANDOWNER**" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include his respective heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART**.

**AND**

**B. S. CONSTRUCTIONS AND INFRASTRUCTURES PRIVATE LIMITED (PAN – AADCB6173D) (D.O.I. – 24.09.2008)**, a Private limited Company, having its office at 74A, Purna Das Road, Post Office – Sarat Bose Road, Police Station – Lake now Rabindra Sarobar, Kolkata – 700029, District – South 24 Parganas, West Bengal; represented by one of its Director **MR. BHARAT SINGH (PAN – AIZPS9896F) (D.O.B. – 02.01.1958) (AADHAAR – 9707 0987 8035)**, son of Late Radha Mohan Singh, by faith – Hindu, by occupation – Business, Indian Citizen, residing at 89, Salkia School Road, Bangeshwar Apartment, 7<sup>th</sup> Floor, Post Office – Salkia, Police Station – Golabari, District – Howrah, West Bengal – 711106, hereinafter shall be called and referred to as the **“DEVELOPER/BUILDER/PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**.

**AND**

**SHRI / SMT. .... (PAN – .....) (D.O.B.....)**  
**(AADHAAR – .....)**, s/d/w of ....., by faith – .....,  
by Occupation – ....., ..... Citizen and residing at  
....., Post Office – ....., Police Station – .....,  
Kolkata – ....., District....., West Bengal; hereinafter shall  
be called and referred to as the **"ALLOTTEE/PURCHASER"** (which expression shall  
unless repugnant to the context or meaning thereof be deemed to mean and include  
her heirs, executors, administrators, successors-in-interest and permitted  
assignees) of the **THIRD PART**.

The Landowner/Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS** one Teenkori Basu was the Rayat Stithiban Owner of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No.

233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

<b>DAG NO.</b>	<b>CHARACTER</b>	<b>AREA</b>
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	<b>TOTAL</b>	<b>0.87 SATAKS</b>

**AND WHEREAS** said Teenkori Basu died intestate leaving behind him surviving his legal heirs namely- (1) Shri Shashi Bhushan Basu (Son) and (2) Shri Hori Charan Basu (Son) as his inheritors in his place to his estate. His wife predeceased him.

**AND WHEREAS** said Shashi Bhushan Basu and Hori Charan Basu became seized and possessed of and well and sufficiently entitled to as the joint lawful owners in respect to **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

<b>DAG NO.</b>	<b>CHARACTER</b>	<b>AREA</b>
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS

3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	TOTAL	<b>0.87 SATAKS</b>

**AND WHEREAS** said Hori Charan Basu died intestate in the year 1921 leaving behind him surviving his legal heirs namely- (1) Smt Pankajini Basu (Widow) and (2) Kumari Kamala Basu (Minor daughter) as his inheritors in his place to his estate.

**AND WHEREAS** thus said **Shri Shashi Bhushan Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided ½ share** and **Smt Pankajini Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** and **Kumari Kamala Basu** jointly became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

DAG NO.	CHARACTER	AREA
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS

3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	TOTAL	<b>0.87 SATAKS</b>

**AND WHEREAS** one Umapada Basu, son of Shri Shashi Bhushan Basu died intestate in the year 1926 leaving behind him surviving his legal heirs namely- (1) Smt Ashalata Dasi (Basu) (Widow), (2) Master Mohan Lal Basu (Minor Son) and (3) Master Kartick Chandra Basu (Minor Son) as his inheritors in his place to his estate.

**AND WHEREAS** said Ashalata Dasi (Basu), widow of Late Umapada Basu died intestate in the year 1929 leaving behind her surviving her legal heirs namely- (1) Shri Mohan Lal Basu (Son) and (3) Shri Kartick Chandra Basu (Son) as her inheritors in her place to her estate.

**AND WHEREAS** meanwhile Chandi Charan Basu, Ram Charan Basu, Nemai Charan Basu, all unmarried sons of Shri Shashi Bhushan Basu also died one after another leaving behind them surviving their father – Shri Shashi Bhushan Basu and mother – Smt Sushila Bala Dasi (Basu), as their legal heirs in their place.

**AND WHEREAS** said Shashi Bhushan Basu died intestate on the 04<sup>th</sup> day of October 1954 leaving behind him surviving his legal heirs namely- (1) Smt Sushila Bala Dasi (Basu) (Widow), (2) Shri Mohan Lal Basu (Grand Son), (3) Shri Kartick Chandra Basu (Grand Son) and (4) Smt Sati Rani Das (Basu) (Married daughter) as his inheritors in his place to his estate.

**AND WHEREAS** thus said [1] **Smt Sushila Bala Dasi (Basu)** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/6<sup>th</sup> share**, [2] **Smt Sati Rani Das (Basu)** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/6<sup>th</sup> share**, [3] **Shri Mohan Lal Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/12<sup>th</sup> share**, [4] **Shri Kartick Chandra Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/12<sup>th</sup> share**, [5] **Smt Pankajini Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided**

**1/4<sup>th</sup> share** and [6] **Kumari Kamala Basu** jointly became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

<b>DAG NO.</b>	<b>CHARACTER</b>	<b>AREA</b>
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	<b>TOTAL</b>	<b>0.87 SATAKS</b>

**AND WHEREAS** said Sushila Bala Dasi (Basu) died intestate on the 23<sup>rd</sup> day of December 1960 leaving behind her surviving her legal heirs namely- (1) Shri Mohan Lal Basu (Grand Son), (2) Shri Kartick Chandra Basu (Grand Son) and (3) Smt Sati Rani Das (Basu) (Married daughter) as her inheritors in her place to her estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** thus said [1] **Smt Sati Rani Das (Basu)** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share**, [3] **Shri Mohan Lal Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/8<sup>th</sup> share**, [4] **Shri Kartick Chandra Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/8<sup>th</sup> share**, [5] **Smt Pankajini Basu** became seized

and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** and [6] **Smt Kamala Basu** jointly became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

<b>DAG NO.</b>	<b>CHARACTER</b>	<b>AREA</b>
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	<b>TOTAL</b>	<b>0.87 SATAKS</b>

**AND WHEREAS** in order to avoid future misunderstandings and confusions, said Mohal Lal Basu, Kartick Chandra Basu, Sati Rani Das, Pankajini Basu and Kamala Basu decided to partition the entire properties among themselves and as such entered into a Deed of Partition dated 04<sup>th</sup> September of 1969 incorporating all the agreed terms, conditions and stipulation agreed by all of them mentioned therein and registered the same at the office of the Joint Sub- Registrar of Alipore at Alipore, Dist 24 Parganas and recorded the same in Book No. 1, Volume No. 77 from Page No. 222 to Page No. 232 as Being No. 4398 for the year 1969.

**AND WHEREAS** by virtue of the Deed of Partition dated 04<sup>th</sup> September of 1969, said Mohan Lal Basu and Kartick Chandra Basu became seized and possessed of and well and sufficiently entitled to as lawful joint owners of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.66 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

<b>DAG NO.</b>	<b>CHARACTER</b>	<b>AREA</b>
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	<b>TOTAL</b>	<b>0.66 SATAKS</b>

**AND WHEREAS** said Mohal Lal Basu died intestate on the 28<sup>th</sup> day of February 1999 leaving behind him surviving his legal heirs namely- (1) Shri Manoj Basu (Son), (2) Shri Manindra Kumar Basu (Son), (3) Shri Mrinmoy Kumar Basu (Son), (4) Shri Manab Kumar Basu (Son), (5) Smt Manjulika Ghosh (Basu) (Married Daughter) (6) Smt Malabika Sarkar (Basu) (Married Daughter) and (7) Smt Mallika Dey (Basu) (Married daughter) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956. His wife Late Mamata Basu predeceased him on 22.01.1978.

**AND WHEREAS** said Manindra Kumar Basu, son of Late Mohan Lal Basu died intestate on 01.12.2005 leaving behind him surviving his legal heirs namely- (1) Smt

Jayanti Basu (Widow) and (2) Smt Annesha Basu (Daughter) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** said Kartick Chandra Basu who was a bachelor died intestate on the 04<sup>th</sup> day of July 2007 leaving behind him surviving his next of kin as his legal heirs namely- (1) Shri Manoj Basu (Brother's Son), (2) Shri Mrinmoy Kumar Basu (Brother's Son), (3) Shri Manab Kumar Basu (Brother's Son), (4) Smt Manjulika Ghosh (Basu) (Brother's Daughter) (5) Smt Malabika Sarkar (Basu) (Brother's Daughter) (6) Smt Mallika Dey (Basu) (Brother's daughter) (7) Smt Jayanti Basu (Brother's Daughter in law) and (8) Smt Annesha Basu (Brother's granddaughter) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** said Manoj Basu, son of Late Mohan Lal Basu died intestate on 25.12.2007 leaving behind him surviving his legal heirs namely- (1) Smt Snigdha Basu (Widow) and (2) Shri Mainak Basu (Son) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** thus in the manner stated above, Shri Mrinmoy Kumar Basu, Shri Manab Kumar Basu, Smt Manjulika Ghosh (Basu), Smt Malabika Sarkar, Smt Mallika Dey (Basu), Smt Jayanti Basu, Smt Annesha Basu, Smt Snigdha Basu and Shri Mainak Basu became seized and possessed of and well and sufficiently entitled to as lawful joint owners of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.66 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

<b>DAG NO.</b>	<b>CHARACTER</b>	<b>AREA</b>
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS

3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	TOTAL	<b>0.66 SATAKS</b>

**AND WHEREAS** out of profound natural love and affection towards their brothers in law by Smt Jayanti Basu and Smt Snigdha Basu and towards their uncle by Smt Annesha Basu and Shri Mainak Basu who are well settled in their individual lives have gifted their respective undivided 1/14<sup>th</sup> share of the property totaling 2/7<sup>th</sup> share of more or less 9 Cottahs by actual measurement 8 Cottahs 14 Chittacks and 33 Sq. ft of Bastu & Danga land together with portion of old pucca structure thereon lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza-Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 & 2613 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3376/3652 & 3375 corresponding to R. S Dag No. 3376/6143 presently well known and demarcated as KMC Premises No. 5, Kayesthapara Main Road (formerly 49, Kayesthapara Main Road), P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation, being Assessee No. 31-106-09-0005-3, unto and in favour of Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu. The said deed of Gift dated 24.09.2008 has been registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-1, C. D. Volume No.62, from Page No.5372 to 5398, Being No. 12406 for the year 2008, subsequently rectified due to discrepancy related to non-mentioning of the Dag Numbers vide Deed of Declaration dated 06.08.2011 duly registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I, from Pages 5879 to 5990 as Being No. 190106833 for the year 2011.

**AND WHEREAS** out of profound natural love and affection towards their brothers Smt Manjulika Ghosh (Basu), Smt Malabika Sarkar, Smt Mallika Dey (Basu) who are well settled in their individual lives have gifted their respective undivided 1/7<sup>th</sup> share of the property totaling 3/7<sup>th</sup> share of more or less 9 Cottahs by actual measurement

8 Cottahs 14 Chittacks and 33 Sq. ft of Bastu & Danga land together with portion of old pucca structure thereon lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 & 2613 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3376/3652 & 3375 corresponding to R. S Dag No. 3376/6143 presently well known and demarcated as KMC Premises No. 5, Kayesthapara Main Road (formerly 49, Kayesthapara Main Road), P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3, unto and in favour of - Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu. The said Deed of Gift dated 24.09.2008 has been registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-1, C. D. Volume No.62, from Page No.5399 to 5421, Being No. 12407 for the year 2008, subsequently rectified due to discrepancy related to non-mentioning of the Dag Numbers vide Deed of Declaration dated 06.08.2011 duly registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I, from Pages 5991 to 6002 as Being No. 190106834 for the year 2011.

**AND WHEREAS** thus in the manner stated above, Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu became seized and possessed of and well and sufficiently entitled to as lawful joint owners of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 9 Cottahs by actual measurement 8 Cottahs 14 Chittacks and 33 Sq. ft of Bastu & Danga land together with portion of old pucca structure thereon lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 & 2613 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3376/3652 & 3375 corresponding to R. S Dag No. 3376/6143 presently well-known and demarcated as KMC Premises No. 5, Kayesthapara Main Road (formerly 49, Kayesthapara Main Road), P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3 and were

paying the municipal taxes punctually and regularly and were enjoying the same free from all encumbrances.

**AND ALSO WHEREAS** one Khirode Bala Dasi (Choudhury) died seized and absolutely entitled to ALL THAT a piece and parcel of land measuring 5 Cottahs more or less lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 2451 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3377 corresponding to R. S Dag No. 3377 presently well-known and demarcated as KMC Premises No. 6, Kayesthpara Main Road, P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation.

**AND WHEREAS** said Khirode Bala Dasi (Choudhury) on 26<sup>th</sup> of May, 1961, published her last Will. appointing and nominating her only daughter - Smt Ruby Choudhury and one Shri Mohan Lal Basu, as the joint executors and her three grandsons namely - Shri Pranab Chowdhury, Shri Prabal Chowdhury and Shri Prasun Chowdhury as beneficiaries to her left-over estate.

**AND WHEREAS** after demise of said Khirode Bala Dasi (Choudhury) on 06<sup>th</sup> of June, 1961, said executors file petition for grant of probate of the Last Will of Late Khirode Bala Dasi (Choudhury) vide O.S. No. 2 / 67, which was granted on 31.01.1968 by the Learned 8<sup>th</sup> Court of the Additional District Judge, Alipore, upon contest.

**AND WHEREAS** thus by virtue of the Last Will of Khirode Bala Dasi (Choudhury), said Shri Pranab Chowdhury, Shri Prabal Chowdhury and Shri Prasun Chowdhury became seized and possessed of and well and sufficiently entitled to as lawful joint owners of ALL THAT a piece and parcel of land measuring 5 Cottahs more or less lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 2451 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3377 corresponding to R. S Dag No. 3377 presently well-known and demarcated as KMC

Premises No. 6, Kayesthapara Main Road, P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation.

**AND WHEREAS** one Balai Chandra Choudhury along with his family were occupying then said property, as licensees. The said license was revoked on the 10<sup>th</sup> of July, 1978 and upon such revocation the licensees refused to vacate the possession to the landowners. The Landowners filed T. S. No. 145/1979 before the 1<sup>st</sup> Munsiff Court, Alipore and obtained decree on 31.09.1993 for eviction of the licensees from the said property.

**AND WHEREAS** against the said decree for eviction, the said licensees filed Title Appeal No. 466/1993 in the 9<sup>th</sup> Court of the Additional District Judge, Alipore, which was dismissed on the 03.12.1994. The Licensees filed a second appeal against the said first appeal vide SAT No. 1565/95: S. A. No 311/96 in the Hon'ble High Court, which was dismissed on the 09.06.1997. The Landowners had filed Tile Execution Case No. 7/1995 before the 1<sup>st</sup> Munsiff Court, Alipore, which case was pending.

**AND WHEREAS** the landowners due to some urgent want of money decided to sell the property on 'as is where is basis' to any intending purchaser/s. After coming to know the intentions of the landowners, said Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu approached the landowner and offered their proposal to purchase their land for valuable consideration.

**AND WHEREAS** by way of a Deed of Conveyance dated 22.09.2008, said Shri Pranab Chowdhury, Shri Prabal Chowdhury and Shri Prasun Chowdhury, being vendors therein, against valuable consideration mentioned therein, sold, assured, granted, conveyed and transferred ALL THAT a piece and parcel of land measuring 5 Cottahs more or less lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 2451 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3377 corresponding to R. S Dag No. 3377 presently well-known and demarcated as KMC Premises No. 6, Kayesthapara Main Road, P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal

Corporation, to and unto the use of Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu, being Purchasers therein and delivered possession to them jointly. The said Deed of Conveyance dated 22.09.2008 has been registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-1 as Deed No. 11263 for the year 2008, subsequently rectified due to discrepancy related to non-mentioning of the Dag Numbers vide Deed of Declaration dated 06.08.2011 duly registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I, from Pages 5969 to 5978 as Being No. 190106832 for the year 2011.

**AND WHEREAS** thus by virtue of the aforesaid Deed of Conveyance dated 22.09.2008, which has been registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-1 as Deed No. 11263 for the year 2008 subsequently rectified vide Deed of Declaration dated 06.08.2011 duly registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I, from Pages 5969 to 5978 as Being No. 190106832 for the year 2011, said Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu became seized and possessed of and well and sufficiently entitled to as lawful joint owners of ALL THAT a piece and parcel of land measuring 5 Cottahs more or less lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 2451 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3377 corresponding to R. S Dag No. 3377 presently well-known and demarcated as KMC Premises No. 6, Kayesthpara Main Road, P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation and were paying the municipal taxes punctually and regularly and were enjoying the same free from all encumbrances.

**AND WHEREAS** said Manab Kumar Basu, son of Late Mohan Lal Basu died intestate on 15.04.2014 leaving behind him surviving his legal heirs namely- (1) Shri Mayukh Basu (Son) and (2) Kumari Meghna Basu (Minor daughter) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** thus in the manner stated above Shri Mrinmoy Kumar Basu, Shri Mayukh Basu and Smt Meghna Basu are now seized and possessed of or otherwise well and sufficiently entitled to as lawful joint owners and possessors of **ALL THAT** piece and parcel of Bastu land measuring more or less 13 Cottahs 14 Chittacks and 33 Sq. ft together with two storied pucca structure standing thereon lying and situated at and being KMC Premises No. 5, Kayesthapara Main Road (Postal Address - 49 & 49/1, Kayesthapara Main Road), Kolkata - 700 078 (formerly 5 and 6, Kayesthapara Main Road later amalgamated), within the District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, Police Station -Tiljala, J. L. No. 13, R.S. No. 233, Touzi No. 145 appertaining to L. R. Dag Nos. 3364, 3376/3652 and 3376/6143 recorded in L. R. Khatian Nos 3409, 3410 & 3411 corresponding to R. S. Dag No. 3377, 3376/6143 and 3376/3652 recorded in R.S. Sub Khatian Nos, 308, 1045 & 2730 under R. S. Khatian Nos. 2451, 1155 & 2613, corresponding to C. S. Dag Nos. 3377, 3376/3652 & 3375 recorded in C.S. Khatian No. 30 within the municipal limits of Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3 which is more fully and particularly described in **SCHEDULE - 'A'** hereunder written and are jointly paying the rents taxes and other outgoings regularly and punctually to the competent authorities in fee simple and are enjoying the same by exercising their joint rights of ownership free from all encumbrances whatsoever. But the mutation of names of the lawful owners with the appropriate authorities are still pending or ongoing (hereinafter called and referred to as the **"said land"**).

**AND WHEREAS** the Owners were not in a condition to develop the G+III building over and upon the said land premises by his own due to paucity of funds and due to lack of time for supervision of the construction, as such for the Development of one G+III Building over the said land premises the Owner has decided to engage one Developer. And the Developer Concern mentioned herein above, knowing the same from reliable source, has approached to the Owner for developing the same.

**AND WHEREAS** the Owner has decided to execute one Development Agreement with the Developer herein, stating the terms and conditions in details in the Development Agreement.

**AND WHEREAS** after discussion with the Developer herein both the parties herein executed the **Development Agreement cum Development Power of Attorney dated 20.09.2024**, which was registered in the Office of the **District Sub-Registrar – II, South 24 Parganas** and recorded in its **Book – I, Volume No. 1602-2024, Page from 441476 to 441534, being No. 160213204 for the year 2024** and Owners herein also executed a **General Power of Attorney dated 20.09.2024**, which was registered in the Office of the **District Sub-Registrar – II, South 24 Parganas** and recorded in its **Book – I, Volume No. 1602-2024, Page from 441415 to 441430, being No. 160213205 for the year 2024**.

**AND WHEREAS** the developer herein thereafter, at their own cost, risk and responsibility have obtained building plan which was sanctioned **vide Building Permit No. 2025120311 dated 28.11.2025** by the Kolkata Municipal Corporation for construction of a G+III storied building to be built on the **SCHEDULE – ‘A’** premises herein in accordance with the sanctioned building plan.

- A. The Said Land is earmarked for the purpose of building a residential/partly commercial project, comprising a G+..... storied building and the said project shall be known as ‘.....’ ("Project");
- B. The Landowner/Developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Landowner/Developer regarding the said land on which Project is to be constructed have been completed;
- C. The Kolkata Municipal Corporation has granted the commencement letter/certificate to develop the said Project vide approval dated .....
- D. The Landowner/Developer have obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation. The Landowner/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- E. The Landowner/Developer has registered the Project under the provisions of the Act with the **Real Estate Regulatory Authority at West Bengal vide RERA Registration No. WBRERA/P/KOL/2026/.....**

- F. The Allottee had applied for an apartment in the Project and accordingly the Developer has been allotted Apartment No. .... (..... side) having Carpet Area of ..... square feet, type Nil, on ..... floor along with 1 (one) Garage/Car parking in the.....side, 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 A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. Apartment No. .... (..... side) having Carpet Area of .....square feet, type Nil, on ..... floor along with 1 (one) Garage/Car Parking No. .... in the ..... side 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 A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- I. 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;
- J. The Parties, relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Landowner/Developer hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/closed parking (if applicable) as specified in Schedule- F;

**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

Landowner/Developer agrees to sell of Developer's allocation to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Schedule-F;

The Total Price for the Apartment and parking based on the carpet area is **Rs. .... /- (Rupees.....Lacs) only along with GST amounting to Rs. ..../- (Rupees ..... Lacs) only, totaling to Rs. ..../- (Rupees ..... Lacs) only ("Total Price"):**

Apartment no. .... Type - NIL Floor - .....	Rate of Apartment Rs...../-
Garage/Car Parking No. ....	Price Rs..... /-
GST	Price Rs..... /-

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Landowner/Developer towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Landowner/Developer 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 Landowner/Developer) 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 Landowner/Developer shall be increased/reduced based on such change / modification;
- (iii) The Landowner/Developer 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 Landowner/Developer 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 Areas; and 2) Garage 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 Landowner/Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Landowner/Developer 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").

It is agreed that the Landowner/Developer 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 Landowner/Developer 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.

The Landowner/Developer 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/completion certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Landowner/Developer. If there is any reduction in the carpet area within the defined limit then Landowner/Developer 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 Landowner/Developer 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 mentioned above of this Agreement.

Subject to mentioned above clauses the Landowner/Developer 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 Landowner/Developer 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 Apartment, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment if necessary in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Landowner/Developer and the Allottee agrees that the Apartment along with 1 garage/ 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 '.....' 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

The Landowner/Developer 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 Landowner/Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Landowner/Developer 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 therefor by such authority or person.

The Allottee has paid a sum of **Rs.....** /- **(Rupees .....** **only)** as booking/Advance amount being part payment towards the Total Price of the Apartment at the time of application/agreement, the receipt of which the Landowner/Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Landowner/Developer 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 Landowner/Developer abiding by the construction milestones, the Allottee shall make all

payments, on demand by the Landowner/Developer, 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 “**B. S. CONSTRUCTIONS AND INFRASTRUCTURES**” payable at Kolkata.

### 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 thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Landowner/Developer with such permission, approvals which would enable the Landowner/Developer 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 Landowner/Developer accepts no responsibility in this regard. The Allottee shall keep the Landowner/Developer 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 Landowner/Developer immediately and comply with necessary formalities if any under the applicable laws. The Landowner/Developer 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 Landowner/Developer shall be issuing the payment receipts in favour of the Allottee only.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Landowner/Developer 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 Landowner/Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Landowner/Developer to adjust his payments in any manner.

**5. TIME IS ESSENCE**

Time is of essence for the Landowner/Developer as well as the Allottee. The Landowner/Developer 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 Landowner/Developer as provided in Schedule C ("Payment Plan").

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

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Landowner/Developer. The Landowner/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Landowner/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation [Please insert the relevant laws 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 Landowner/Developer shall constitute a material breach of the

Agreement.

**7. POSSESSION OF THE APARTMENT**

**Schedule for possession of the said Apartment:** The Landowner/Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Landowner/Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment **on or before** ..... 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 Landowner/Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Landowner/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Landowner/Developer shall refund to the Allottee the entire amount received by the Landowner/Developer 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 Landowner/Developer and that the Landowner/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** - The Landowner/Developer, upon obtaining the occupancy certificate\*/Completion 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 Landowner/Developer shall give possession of the Apartment to the Allottee. The Landowner/Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of

the Landowner/Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Landowner/Developer/association of allottees, as the case may be. The Landowner/Developer on its behalf shall offer the possession to the Allottee in writing within 90 days of receiving the occupancy certificate/ Completion certificate of the Project.

**Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Landowner/Developer as per clause mentioned above the Allottee shall take possession of the Apartment from the Landowner/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Landowner/Developer shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause mentioned above such Allottee shall continue to be liable to pay maintenance charges as applicable.

**Possession by the Allottee** - After obtaining the occupancy certificate/ Completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Landowner/Developer 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.

**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 Landowner/Developer, the Landowner/Developer herein is entitled to forfeit 10 % the booking amount along with the GST paid against the Apartment in question by the Developer paid for the allotment/agreement. The balance amount of money paid by the allottee shall be returned by the Landowner/Developer to the allottee within 45 days of such cancellation.

**Compensation –**

The Landowner/Developer 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 Landowner/Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified 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 Landowner/Developer 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/her/their in respect of the Apartment, with interest at the rate specified in the Rules within 45 days in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Landowner/Developer shall pay the Allottee specified as mentioned in the Rules for every month of delay, till the handing over of the possession of the Apartment.

**8. REPRESENTATIONS AND WARRANTIES OF THE LANDOWNER/DEVELOPER**

The Landowner/Developer hereby represents and warrants to the Allottee as follows:

- (i) The [Landowner/Developer] 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 Landowner/Developer 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 Landowner/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Landowner/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
  - (vii) The Landowner/Developer 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 Landowner/Developer confirms that the Landowner/Developer 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 Landowner/Developer 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 Landowner/Developer 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 Landowner/Developer 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 Landowner/Developer shall be considered under a condition of Default, in the following events:**

- (i) Landowner/Developer 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 Landowner/Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

**In case of Default by Landowner/Developer under the conditions listed above, Allottee is entitled to the following:**

- (i) Stop making further payments to Landowner/Developer as demanded by the Landowner/Developer. If the Allottee stops making payments, the Landowner/Developer 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 Landowner/Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, as mentioned 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 Landowner/Developer, as mentioned specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

**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 Landowner/Developer 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 Landowner/Developer 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 Landowner/Developer in this regard, the Landowner/Developer shall cancel the allotment of the [Apartment/ Plot] 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 Landowner/Developer, 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 issuance of the occupancy certificate/Completion 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 Landowner/Developer 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 Landowner/Developer 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 Landowner/Developer 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 Landowner/Developer as per the agreement for sale relating to such development is brought to the notice of the Landowner/Developer as per specified Rules by the Allottee from the date of handing over possession, it shall be the duty of the Landowner/Developer to rectify such defects without further charge, within 30 (thirty) days as per Acts allottee take initiative for the same.

**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 obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

The Landowner/Developer / 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 '.....' (project name), shall be earmarked for purposes such as parkingspaces 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 as mentioned above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. 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. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Landowner/Developer 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 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 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 Landowner/Developer 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. PROMOTERS SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Landowner/Developer executes this Agreement they 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/Plot/Building].

**20. APARTMENT OWNERSHIP ACT**

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

**21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Landowner/Developer does not create a binding obligation on the part of the Landowner/Developer 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 Landowner/Developer. If the Allottee(s) fails to execute and deliver to the Landowner/Developer 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 Landowner/Developer, then the Landowner/Developer 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 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 hereto 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, 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**

The Landowner/Developer 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 Landowner/Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Landowner/Developer to exercise such discretion in the case of other Allottees.

Failure on the part of the Landowner/Developer 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 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/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 Landowner/Developer through its authorized signatory at the Landowner/Developer's Office, or at some other place, which may be mutually agreed between the Landowner/Developer and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Landowner/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the 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 Landowner/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Landowner/Developer by Registered Post at their respective addresses specified below:

Name (s) of Allottee - **SHRI / SMT.** .....

Address of the allottee - .....

Name of the Landowner/Developer - **B. S. CONSTRUCTIONS AND INFRASTRUCTURES**

Address of the Landowner/Developer - .....

It shall be the duty of the Allottee and the Landowner/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Landowner/Developer 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 Landowner/Developer to the Allottee whose name appears first and at the address given by them 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 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.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

**THE SCHEDULE – ‘A’ REFERRED ABOVE**

**“THE UNIT”**

**ALL THAT** piece and parcel of Bastu land measuring more or less 13 Cottahs 14 Chittacks and 33 Sq. ft together with two storied pucca structure standing thereon lying and situated at and being KMC Premises No. 5, Kayesthapara Main Road (Postal Address – 49 & 49/1, Kayesthapara Main Road), Kolkata – 700 078 (formerly 5 and 6, Kayesthapara Main Road later amalgamated), within the District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, Police Station –Tiljala, J. L. No. 13, R.S. No. 233, Touzi No. 145 appertaining to L. R. Dag Nos. 3364, 3376/3652 and 3376/6143 recorded in L. R. Khatian Nos 3409, 3410 & 3411 corresponding to R. S. Dag No. 3377, 3376/6143 and 3376/3652 recorded in R.S. Sub Khatian Nos, 308, 1045 & 2730 under R. S. Khatian Nos. 2451, 1155 & 2613, corresponding to C. S. Dag Nos. 3377, 3376/3652 & 3375 recorded in C.S. Khatian No. 30 within the municipal limits of Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3. The said land is butted and bounded in the following manner: -

On the North : By Kayastha Para Main Road.

On the South : By 6, Haltu Kayesthapara .

On the East : By 49/1, Kayesthapara Main Road and 59A, Sarat Park .

On the West : By 5, Haltu Kayesthapara and 51, Kayesthapara Main Road .

**THE SCHEDULE – ‘B’ AS REFERRED ABOVE**

**“THE FLAT & CAR PARKING SPACE”**

**ALL THAT** one self-contained flat/Apartment on the .....floor earmarked as Flat No. .... (..... side) measuring more or less ..... (.....) sq. ft. of Carpet area ..... (.....)

sq. ft. of built up area ..... (.....) sq. ft. of Super built up area containing .... (.....) Bedrooms, ..... (.....) Toilet, ..... (.....) W.C, ..... (.....) Verandas, ..... (.....) Kitchen and ..... (.....) drawing / dining space and a covered Garage/ car parking space being C. P. No. .... (..... side) on the Ground Floor together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed G+ ..... storied building under construction over KMC Premises No. 5, Kayesthapara Main Road (Postal Address – 49 & 49/1, Kayesthapara Main Road), Kolkata – 700 078 (formerly 5 and 6, Kayesthapara Main Road later amalgamated), within the District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, Police Station –Tiljala, J. L. No. 13, R.S. No. 233, Touzi No. 145 appertaining to L. R. Dag Nos. 3364, 3376/3652 and 3376/6143 recorded in L. R. Khatian Nos 3409, 3410 & 3411 corresponding to R. S. Dag No. 3377, 3376/6143 and 3376/3652 recorded in R.S. Sub Khatian Nos, 308, 1045 & 2730 under R. S. Khatian Nos. 2451, 1155 & 2613, corresponding to C. S. Dag Nos. 3377, 3376/3652 & 3375 recorded in C.S. Khatian No. 30 within the municipal limits of Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3.

**THE SCHEDULE – ‘C’ AS REFERRED ABOVE**

**“THE SCHEDULE OF PAYMENT”**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Amount of Apartment</b>
1	On Booking on	10% of the Total Amount plus GST
2	After Registration of Agreement to Sale	10% plus GST
3	On Completion of Foundation	10% plus GST
4	First Floor Slab Casting	15% plus GST
5	Second Floor Slab Casting	15% plus GST
6	Third Floor Slab Casting	15% plus GST
7	Fourth Floor Slab Casting	15% plus GST
8	Fifth Floor Slab Casting	5% plus GST
9	On Possession	5% plus GST
<b>Total to Pay for Flat</b>		<b>100% of the total Consideration</b>

**THE SCHEDULE - 'D' SHALL BE REFERRED TO AS THE**  
**"COMMON AREAS & FACILITIES".**

**THE OWNERS AND THE PURCHASER OR PURCHASERS ARE ENTITLED AS COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THE INDENTURE SHALL INCLUDE:-**

- 1) Stair case on all the floors.
- 2) Stair case landing on all floors.
- 3) Main gate of the said premises and common passage and lobby on the Ground floor to Top floor excepting the other spaces on the Ground floor and the roof of the premises.
- 4) Water pump, Pump room, on the Ground floor, Water Tank, Water Pipes, Overhead Tank on the roof, and other common plumbing installations.
- 5) Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
- 6) Lighting in the common space, passage, staircase, including electric meter fittings.
- 7) Common Electric meter and box.
- 8) Electric wiring meter for lighting stair case, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
- 9) Window. Doors, Grills and other fittings of the common area of the premises including side space of the premises.
- 10) Such other common parts areas equipments, installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
- 11) Electrical wiring, meters (excluding those are installed for any particular Unit).
- 12) **GENERAL COMMON ELEMENTS** of all appurtenances and facilities and other items which are not part of the said 'UNIT'.
  - a) All land and premises described in the FIRST SCHEDULE hereinabove written.
  - b) All private ways, curves, side-walls areas of the said premises.

- c) Exterior conduits, utility lines.
- d) Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.
- e) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- f) All elevations including shafts, shaft walls, pump room and apartments, facilities.
- g) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- h) The foundation, Corridor, Lobbies, Stairways, Entrance and exists path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said UNIT side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircases in the said building.
- i) Conduits, utility lines, telephone and electrical systems contained within the said building.
- j) The roof or terrace including structure in the said building will jointly be undivided property among the Owners, or other Purchasers of different units, subject to limitation, if any, to their such rights of the said building, the Purchaser or Purchasers being entitled to use and enjoy the said roof and/or terrace with the Owners, other Purchaser, or Purchasers without causing inconvenience to one another.

**THE SCHEDULE – ‘E’ SHALL BE REFERRED TO AS THE  
“PROPORTIONATE EXPENSES”**

**THE OWNERS, PURCHASERS SHALL HAVE TO BEAR:-**

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories common area and facilities including subsequent white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircases, the landing, the

gutters, roof, rainwater pipes, motors, pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser or other occupiers of the building.

2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. Cost and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidents costs.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations and over lights and service charges supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
7. Municipal taxes, Multi storied building tax, if any, and other similar taxes save those separately assessed on the respective flat until and unless the said flats/ units handed over to the Owners /prospective purchasers the Developer shall bear all kinds of rates and taxes.
8. Litigation expenses as may be necessary for protecting the right, title and possession to the land and the building.
9. Such other expenses as are necessary or incidental for the maintenance, Govt. duties, GST and up-keep of the building as may be determined by the flat and/or Unit Owners' Association.

**THE SCHEDULE – 'F' SHALL BE REFERRED TO AS THE**  
**"SPECIFICATIONS"**

Construction to be made and fittings and fixtures to be installed and provided in the building shall be of standard quality and according to the plans and advice of the Architect / Engineer and includes the following:

**FOUNDATION & STRUCTURE:**

Foundation for Multi storied building with R.C.C. framed structure with M – 20 Grade of concrete, Steel shall be of Shyam Steel or SRMB or similar quality, and Cement is of Ultratech, Ambuja or similar quality. Plinth height will be as per design of the Architect and Structural Engineer. Earth back filling will be done with watering and

compaction. Tie Beam, Column, Stair Case/ Waist Slab will be cast as per sanctioned design drawing;

**BRICK WORKS:**

First class brick work (1 : 5) for the external walls with 200/ 250 mm thick and main partition walls will be 125 mm thick (1 : 4) and others will be of 75 mm thick (1 ; 4) with GI Net in every alternative third layers, parapet wall will be of 125 mm thick (1 : 5) with minimum 7 days water curing. All brick works, plastering will be given minimum 7 days water curing.

**FINISHES**

All internal surfaces to be plastered with cement-sand mortar and will be finished by Paris. All external walls to be plastered with cement- sand mortar with painting inside and painting outside.

**FLOORING:**

Flooring inside the flats shall be of Vitrified Floor Tiles of 600mm x 600mm size, flooring in the stair cases and lobby shall be marble with acid polish.

**DOORS FRAMES:**

All the door frames shall be of good quality of Salwood.

**PLASTERING:**

External walls will be finished with plaster (1 : 5) & 2 coat Colour Wash and inside walls & ceiling will be of Plaster of Paris over plaster (1 : 6). Paris over plaster at the Stair Room after plaster will be provided.

**WINDOWS:**

All windows will be Aluminium sliding window with transparent 3 mm glass.

**DOORS SHUTTERS:**

All Door shutters shall be of commercial flush door of 30 mm thickness, For each toilet P.V.C. door shutter with P.V.C. frame will be installed.

**M. S. GRILLS :**

Window : Made of Square bar as per approved design;

Balcony : Brick work and railing as per approved design;

Stair Railing : As per approved design;

M. S. Gate : Made of suitable M.S. hollow bars as per approved design.

Total Aluminium Windows and Grill will be three (2) coats of Black Enamel paints after single coat primer of Red Oxide.

**FLOORING :** Floor Tiles Finish – Skirting will be 4” inch. Height.

**KITCHEN :** 2'-6" Ft. Height White Wall Tiles, Kitchen Table slab – Black Stone One Steel sink with water tap will be fitted inside.

**TOILET(S) :** Number of toilet will be made as per sanctioned plan. One Commode with PVC cistern and one shower, three bib-cocks will be provided.

5' Ft. Height White Wall Tiles will be made. O.T. Pan and Commode of better quality.

**ELECTRICITY :**

Conduit Laying for concealed copper wiring (Havels Wire or alike) will be made before roof casting. MCB in each room with Switch Board (Switch of Havels or better) will be provided containing points as follows –

- a> Bed room : 2 Light Points + 1 Fan Point + 1 T.V. Point + 1 No. 5 Amp. Plug Point;
- b> Drawing cum Dining Room : 3 Light Points + 1 Fan Point + 1 No. 15 Amp. Plug Point;
- c> Kitchen : 2 Light Points + 1 Exhaust Point + 1 No. 15 Amp. Plug Point;
- d> Toilet : 1 Light Point, 1 Exhaust Point & One 15 Amp. Plug Point;
- e> Balcony : 1 Light Point;
- f> Main Gate : 2 Light Points;
- g> Stair Case : 1 Light Point at each Floor Landing;
- h> Roof : 1 Light Point only.

**PLUMBING & WATER SUPPLY:**

Concealed plumbing lines of SFMC (PPT) or alike pipe will be provided.

Waste Pipe of Oriplast / Supreme, Underground outlet of S.W. Pipe will be provided.

Three Basins – One for Kitchen & Other for Big W.C.

Angular Stop Cock, Bib Cock, Pillar Cock, Concealed Stop Cock of better quality.

Septic tank, underground water reservoir, overhead water tank will be installed for Water Supply;

Elevation design as per sanctioned Plan will be done/ installed.

Water Lines will be provided at W.C. &/or at Bath Room and at Kitchen from O.H. Tank.

Any work beyond the scope of the work mentioned hereinabove will be **charged extra for extra work or for difference of money for that said changed work**. But any

substitution work done for the Owners as per mutual discussion, will not be charged extra.

**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**

Allottee: (including joint buyers)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

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

Please affix  
photograph  
and sign  
across the  
photograph

Please affix  
photograph  
and sign  
across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Landowner/Developer:

\_\_\_\_\_  
(Authorized Signatory)

Please affix  
photograph  
and sign  
across the  
photograph

**WITNESSES:**

Signature -

Name -

Address -

Signature -

Name -

Address -

**Drafted by me**

**Ratan Pal, Advocate**

**High Court, Calcutta.**

**Enrollment No. WB/675/1992**

**MEMO OF CONSIDERATION**

Received from the within named Allottee a sum of **Rs** ...../- (**Rupees** .....**Lacs**) **only** towards part consideration money against the total consideration of **₹**...../- (**Rupees** ..... **Lacs**) **only** sale of the said unit mentioned in the Schedule hereinabove.

**MEMO**

By Cheque No. .... Dated .....

Drawn on ....., Branch ..... ₹...../-

By Cheque No. .... Dated .....

Drawn on ....., Branch ..... ₹...../-

=====

**Total**                    ₹...../-

=====

**(RUPEES.....LACS) ONLY.**

**SIGNED, SEALED AND DELIVERED**  
**BY THE WITHIN NAMED DEVELOPER**  
**AT KOLKATA IN THE PRESENCE OF:-**  
**WITNESSES:-**

1.

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**

2.