

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 20_____,

By and Between

CENTRAL HOLDING PRIVATE LIMITED, PAN- AACCC0885G (CIN no. _____), a company registered under the Companies Act, 1956, having its Registered Office at 267 B.B. Ganguly Street, P.O. + P.S.- Bow Bazar, Kolkata – 700 012, represented by one of its director, **ZAFAR AHMED KHAN, PAN- AIHPK8406F, (AADHAR NO.- 407207225546), (M- 9831023140)**, Son of Nasir Ahmed Khan, by faith - Muslim, by occupation- Business, by nationality - Indian, residing at 33, Belgachia Road, P.O.- Belgachia, P.S.- Tala, Kolkata- 700 037, authorized vide board resolution dated _____, hereinafter referred to as the "**Promoter/Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

_____, **PAN-** _____, **(AADHAAR No.-** _____), Son of _____, by faith- _____, by Occupation - _____, by nationality- Indian, residing at _____, P.O.- _____, P.S.- _____, Kolkata- _____, **2.** _____, **PAN-** _____, **(AADHAAR No.-** _____), Son of _____, by faith- _____, by Occupation - _____, by nationality- Indian, residing at _____, P.O.- _____, P.S.- _____, Kolkata- _____, hereinafter referred to as the "Allottees/Purchasers" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter/Developer and Allottees/Purchasers shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. One Shyama Prosad Sil, son of Late Umesh Chandra Sil by way of registered Indenture of Sale dated 22.09.1971 duly registered in the Office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 142, Pages 104 to 115, being No. 3763 for the year 1971 sold, conveyed and transferred two premises viz. ALL THAT undivided half share in the land measuring 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon which contains a number of shop rooms all let out to different tenants and togetherwith the structure standing on the Northern side of Bipin Behari Ganguly and is known and numbered as Municipal Premises No. 169/A, Bipin Behari Ganguly Street which premises is a part and Holding No. 96, Block No. II in the North Division of Calcutta and ALL THAT undivided half share in the land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca Two storied building and togetherwith two out houses one on the Northern and another on the Eastern side of the aforesaid land, the entire block known and numbered as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street and which Municipal Premises is a part of the Holding No. 96, Block No. II, in the North-Division of the town of Calcutta within Police Station – Muchipara and within jurisdiction of the Registrar of Assurances of the town of Calcutta in favour of Rana Kishore Chandra, since deceased.
- B. the said Rana Kishore during his life by way of Court Sale made by the Sheriff of Calcutta dated 07.11.1973 which was confirmed on 24.07.1974 in Suit No. 1465 of 1961 by the Hon'ble High Court in its ordinary Civil Jurisdiction also purchased another undivided half share in the land measuring 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behary Ganguly Street which

premises is a part and Holding No. 96, Block No. II in the North Division of Calcutta and undivided half share in the land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street both in the town of Calcutta within Police Station Munchipara. Thereafter said Sale Certificate was duly registered on 23.06.1980 in the Office of the Registrar of Assurances, Calcutta and same was recorded in Book No. I, Volume No. 291, Pages 21 to 23 being No. 3762 for the year 1980.

- C. In the event aforesaid two sale deeds said Rana Kishore Chandra became absolute owner and person in possession in respect of ALL THAT 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street, Calcutta Municipal Corporation Ward No. 67 Calcutta - 700 012, and land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith brick-built pucca two storied building standing thereon at as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street Calcutta Municipal Corporation Ward No. 67 Calcutta - 700 012, in total Land of the said two premises comes to measuring 21 Cottahs of rent free land be the same a little more or less togetherwith structures standing thereon, hereinafter collectively referred to as the "said Premises" and morefully and particularly described in the First Schedule hereunder Written. It is pertinent to mention herein that although in the said Court Sale was made by the Sheriff of Calcutta dated 07.11.1973 which was confirmed on 24.07.1974 in Suit No. 1465 of 1961 by the Hon'ble High Court in its ordinary Civil Jurisdiction the total land area was mentioned as One Bigha One Cottah and One Chhittak equivalent to 21 Cottahs 1 Chhitaks but on perusal of the all deeds and documents the total land area is considered

as 21 Cottahs only. But it is fact neither Court Sale or said Indenture of Sale dated 22.09.1971 no map was annexed with the said two documents, as such it was not possible to know actual physical measurement of the said Two Premises.

- D. The said Rana Kishore Chandra being Hindu and governed by Dayabhaga School of Hindu while thus seized, possessed and sufficiently entitled to **ALL THAT** 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street and land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and another brick-built two out houses standing thereon at as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street in total Land measuring **21 (Twenty One) Cottahs** of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihary Ganguly Street, P.S.- Munchipara, Calcutta Municipal Corporation Ward No. 67 Calcutta - 700 012, died intestate on 13.10.1986 leaving behind his surviving his widow wife namely Smt. Bela Rani Chandra, his Four Sons namely Susanta Chandra, Prasanta Chandra, Supravat Chandra and Subrata Chandra and two daughters namely Smt. Shibani Chandra and Smt. Indrani Chandra as his legal heirs and successors, who inherited the property left behind by said Rana Kishore Chandra.
- E. In the event of thus happened said Smt. Bela Rani Chandra, Susanta Chandra, Prasanta Chandra, Supravat Chandra, Subrata Chandra, Smt. Shibani Chandra and Smt. Indrani Chandra became absolute joint owners and persons in possession having each of them 1/7th Share in the said landed property viz. **ALL THAT** 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures

standing thereon at Municipal Premises No. 169/A, BipinBehari Ganguly Street and land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and another brick-built two out houses standing thereon at as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihary Ganguly Street, P.S.- Munchipara, the then Calcutta Municipal Corporation Ward No. 67 at present Kolkata Municipal Corporation Ward no. 048, the then Calcutta and presently Kolkata - 700 012 and thereafter said Smt. Bela Rani Chandra, Susanta Chandra, Prasanta Chandra, Supravat Chandra, Subrata Chandra, Smt. Shibani Chandra and Smt. Indrani Chandra applied for mutation and upon consideration of right, title, interest and possession the concerned authority of Kolkata Municipal Corporation mutated the names of said Smt. Bela Rani Chandra, Susanta Chandra, Prasanta Chandra, Supravat Chandra, Subrata Chandra, Smt. Shibani Chandra and Smt. Indrani Chandra as owners in respect of Premises No. 169/A, B.B. Ganguly Street under Assessee No. 110480300786 and also Premises No. 169/B, B.B. Ganguly Street under Assessee No. 110480300798.

- F. That said Smt. Shibani Chandra while thus seized, possessed and sufficiently entitled to 1/7th share in the ALL THAT 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street and land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses standing thereon at as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street in total Land measuring 21 (Twenty One) Cottahs of rent free land be the same a little more or less togetherwith structures

standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihary Ganguly Street, P.S.- Munchipara, the then Calcutta Municipal Corporation Ward No. 67 at present Kolkata Municipal Corporation Ward no. 048, the then Calcutta and presently Kolkata - 700 012 under Assessee No. 110480300786 and under Assessee No. 110480300798 respectively by way of two deeds of Gift dated 12.03.1987 being Deed Nos. 2760 for the year 1987 and 2777 for the year 1987 gifted, conveyed and transferred her 1/7th share in the **ALL THAT** 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street and land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses standing thereon at as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street in total Land measuring 21 (Twenty One) Cottahs of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihary Ganguly Street, P.S.- Munchipara, the then Calcutta Municipal Corporation Ward No. 67 at present Kolkata Municipal Corporation Ward no. 048, the then Calcutta and presently Kolkata - 700 012 under Assessee No. 110480300786 and under Assessee No. 110480300798 in favour of her two brothers Sri Susanta Chandra and Sri Prasanta Chandra.

- G. In the event as aforesaid the said Susanta Chandra and Prasanta Chandra became the absolute joint owners and persons in possession in respect of 3/7th share in respect of the **ALL THAT** 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street and land measuring 16 Cottahs 3 Chhitaks of rent

free land be the same a little more or less togetherwith one brick build pucca two storied building and two out houses building standing thereon at as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street in total Land measuring 21 (Twenty One) Cottahs of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihary Ganguly Street, P.S.- Munchipara, the then Calcutta Municipal Corporation Ward No. 67 at present Kolkata Municipal Corporation Ward no. 048, the then Calcutta and presently Kolkata - 700 012 under Assessee No. 110480300786 and under Assessee No. 110480300798.

- H. By way of Deed of Gift dated 10.05.2002, duly registered in the Office of the Addl. Registrar of Assurances-II, Kolkata and recorded in Book No.- I, Volume No. 3, Pages from 1 to 14, being No. 3229 for the year 2002, said Bela Rani Chandra gifted, conveyed and transferred ALL THAT undivided 1/7th share of interest right, title in the Shop Room measuring 225 Sq. Ft. lying at Premises No. 169/A, Bipin Bihary Ganguly Street, P.S.- Munchipara, Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 in favour of said Subrato Chandra out of said entire premises as owner of the M/s. R.K. Chandra & Sons.
- I. By way of another Deed of Gift dated 10.05.2002, duly registered in the Office of the Addl. Registrar of Assurances-II, Kolkata and recorded in Book No.- I, Volume No. 3, Pages from 1 to 14, being No. 3230 for the year 2002, said Supravat Chandra, Susanta Chandra, Shibani Chandra, Prasanta Chandra, Indrani Chandra nee Pal jointly gifted, conveyed and transferred ALL THAT undivided 5/7th share of interest right, title in the Shop Room measuring 225 Sq. Ft. built up area lying at Premises No. 169/A, Bipin Bihary Ganguly Street, P.S.- Munchipara, Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 in favour of said Subrato Chandra out of said entire premises as owner of the M/s. R.K. Chandra &

Sons.

- J. In the event of said two gift deeds the said Subrata Chandra became absolute sole owner and person in possession in respect of said Shop Room measuring 225 Sq. Ft. built up area lying at Premises No. 169/A, Bipin Bihary Ganguly Street, P.S.- Munchipara, Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 (hereinafter referred to as the "said Shop Room") including 1/7th share in 4 Cottahs and 13 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street and 1/7th share land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and two out houses standing thereon at as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street in total Land measuring 21 (Twenty One) Cottahs of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihary Ganguly Street, P.S.- Munchipara, Kolkata Municipal Corporation Ward no. 048, Kolkata - 700 012.
- K. That the said Sri Susanta Chandra and said Prasanta Chandra, while thus seized, possessed and sufficiently entitled to ALL THAT 3/7th share in said two premises viz. Premises No. 169/A, BipinBehari Ganguly Street and 3/7th share in premises No. Premises No. 169/B, Bipin Bihary Ganguly Street under the then Calcutta Municipality Assessee No. 110480300786 and under Assessee No. 110480300798 by way of Deed of Sale dated 10.05.2002, duly registered in the Office of the Addl. Registrar of Assurances- II, Kolkata and recorded in Book No. – I, being Deed No. 2097 for the year 2003 making said Shibani Chandra as confirming Party sold, conveyed and transferred **ALL THAT** undivided 1/7th share in 6 Cottahs and 2 Chittaks of rent free land be the same a little more or less with a

brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Behari Ganguly Street P.S.- Munchipara, formerly Calcutta Municipal Corporation Ward no. 67 at present Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 and 1/7th share land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street P.S.- Munchipara, formerly Calcutta Municipal Corporation Ward no. 67 at present Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 in favour of Messers R.N.R. Development & Consultant Private Limited upon consideration mentioned therein. Said Bela Rani Chandra, Supravat Chandra and Indrani Chandra nee Pal while thus jointly seized, possessed and sufficiently entitled to **ALL THAT** 3/7th share Premises No. 169/A, Bipin Behari Ganguly Street and 3/7th share in Premises No. 169/B, Bipin Bihary Ganguly Street lying under Assessee No. 110480300786 and under Assessee No. 110480300798 by way of Deed of Sale dated 10.05.2002, duly registered in the Office of the Addl. Registrar of Assurances- II, Kolkata and recorded in Book No. – I, being Deed No. 2096 for the year 2003 sold, conveyed and transferred **ALL THAT** undivided 1/7th share in 6 Cottahs and 2 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Behari Ganguly Street P.S.- Munchipara, formerly Calcutta Municipal Corporation Ward no. 67 at present Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 and 1/7th share land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two

storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street P.S.- Munchipara, formerly Calcutta Municipal Corporation Ward no. 67 at present Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012, in favour of Messers R.N.R. Development & Consultant Private Limited upon consideration mentioned therein. That said Subrata Chandra while thus seized, possessed and sufficiently entitled to **ALL THAT** 1/7th share including said Shop Room measuring 225 Sq. Ft. built up area lying at Premises No. 169/A, Bipin Behari Ganguly Street and 1/7th share in the Premises No. 169/B, Bipin Bihary Ganguly Street under Assessee No. 110480300786 and under Assessee No. 110480300798 respectively by way of Deed of Sale dated 10.05.2002, duly registered in the Office of the Addl. Registrar of Assurances- II, Kolkata and recorded in Book No. – I, being Deed No. 2098 for the year 2003 sold, conveyed and transferred **ALL THAT** undivided 1/7th share in 6 Cottahs and 2 Chittaks of rent free land be the same a little more or less with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Behari Ganguly Street P.S.- Munchipara, formerly Calcutta Municipal Corporation Ward no. 67 at present Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 and 1/7th share land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street P.S.- Munchipara, formerly Calcutta Municipal Corporation Ward no. 67 at present Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012, in favour of Messers R.N.R. Development & Consultant Private Limited upon

consideration mentioned therein. Thereafter said Subrata Chandra by way of Deed of Conveyance dated 07.05.2010 duly registered in the Office of the A.R.A.- II, Kolkata, being Deed No. 5425 for the year 2010 sold, conveyed and transferred ALL THAT One Shop Room measuring 225 Sq. Ft. Built Up Area a little more or less on the Ground Floor lying at Premises No. 169/A, B.B. Ganguly Street, Kolkata- 700 012 togetherwith proportionate share of land and common amenities in favour of Sri Binay Singh upon consideration mentioned thereon. It is mentioned that clarified herein that although in the previous deeds and documents it has been found that the land measuring 4 Cottahs and 13 Chittaks lying at premises No. 169A, B.B. Ganguly Street but during execution and registration of the aforesaid three deeds being Deed Nos. 2096/2003, 2097/2003 and 2098/2003 upon the physical measurement it is found that land measuring about 6 Cottahs 2 Chhittaks lying in Premises No. 169A, B.B. Ganguly Street and Land measuring 16 Cottahs 3 Chhittaks lying in Premises No. 169B, B.B. Ganguly Street, i.e. in total landed area comes to **22 Cottah 5 Chhittaks** and as such said three deeds was executed and registered on the basis of the total physical landed area i.e. **22 Cottahs 5 Chhittaks** lying in said Premises Nos. 169A and 169B, B.B. Ganguly Street **except** shop room measuring **225 Sq. Ft.** Built Up Area equivalent **5 Chhitaks** of landed area at Municipal Premises No. 169A, Bipin Behari Ganguly Street.

- L. In the event of thus happened said Susanta Chandra and Prasanta Chandra became absolute joint Owners and persons in possession in respect of **ALL THAT 2/7th share** in the 5 Cottahs and 13 Chittaks of rent free land be the same a little more or less together with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Bihari Ganguly Street P.S.- Munchipara, the then Calcutta Municipal Corporation Ward

no. 67, presently K.M.C. Ward No. 048, Kolkata - 700 012, and **2/7th share** land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihari Ganguly Street P.S.- Munchipara, the then Calcutta Municipal Corporation Ward no. 67, presently K.M.C. Ward No.- 048, Kolkata - 700 012, in total **2/7th share** in total Land measuring 22 (Twenty Two) Cottahs equivalent to **6 (Six) Cottahs 4 (Four) Chhitaks 25 (Twenty Five) Sq. Ft.** of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, presently Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012.

M. By virtue of the aforesaid three sale Deeds the said Messers R.N.R. Development & Consultant Private Limited became absolute Owner and person in possession in respect of **ALL THAT 5/7th share** in the 5 Cottahs and 13 Chittaks of rent free land be the same a little more or less together with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Bihary Ganguly Street P.S.- Munchipara, the then Calcutta Municipal Corporation Ward no. 67, presently K.M.C. Ward No. 048, Kolkata - 700 012, and **5/7th share** land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street P.S.- Munchipara, the then Calcutta Municipal Corporation Ward no. 67, presently K.M.C. Ward No.- 048, Kolkata - 700 012, in total **5/7th share** in total Land measuring 22 (Twenty Two) Cottahs equivalent to **15**

(Fifteen) Cottahs 11 (Eleven) Chhitaks 20 (Twenty) Sq. Ft. of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihary Ganguly Street, P.S.- Munchipara, presently Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012.

N. In the event while thus said Messers R.N.R. Development & Consultant Private Limited seized, possessed and sufficiently entitled to said property viz. **ALL THAT 5/7th share** in the 5 Cottahs and 13 Chittaks of rent free land be the same a little more or less together with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Bihary Ganguly Street P.S.- Munchipara, K.M.C. Ward No. 048, Kolkata - 700 012 and **5/7th share** land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street P.S.- Munchipara, K.M.C. Ward No.- 048, Kolkata - 700 012, in total **5/7th share** in total Land measuring 22 (Twenty Two) Cottahs equivalent to **15 (Fifteen) Cottahs 11 (Eleven) Chhitaks 20 (Twenty) Sq. Ft.** of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihary Ganguly Street, P.S.- Munchipara, presently Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012, by way of registered Deed of Conveyance dated 29.07.2011, duly registered in the Office of the A.R.A.- II, Kolkata and recorded in Book No.- I, CD Volume No. 41, Pages from 3637 to 3651, being No. 10796 for the year 2011 sold, conveyed and transferred said property **ALL THAT 5/7th share** in the 5 Cottahs and 13 Chittaks of rent free land be the same a little more or less together with a brick-built one

storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Bihary Ganguly Street P.S.- Munchipara, K.M.C. Ward No. 048, Kolkata - 700 012 and **5/7th share** land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin Bihary Ganguly Street P.S.- Munchipara, K.M.C. Ward No.- 048, Kolkata - 700 012, in total **5/7th share** in total Land measuring 22 (Twenty Two) Cottahs equivalent to **15 (Fifteen) Cottahs 11 (Eleven) Chhitaks 20 (Twenty) Sq. Ft.** of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihary Ganguly Street, P.S.- Munchipara, presently Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012 in favour of said Sri Manuj Khetawat, Sri Harshit Khetawat, And M/S Aarpee Trading & Holdings (P) Ltd. upon consideration mentioned therein.

- O. In the event of thus happened the said Sri Manuj Khetawat, Sri Harshit Khetawat, And M/S Aarpee Trading & Holdings (P) Ltd. became absolute joint owners and persons in possession in respect of **ALL THAT 5/7th share** in the 5 Cottahs and 13 Chittaks of rent free land be the same a little more or less together with a brick-built one storied structures standing thereon except shop room measuring 225 Sq. Ft. Built Up Area at Municipal Premises No. 169/A, Bipin Bihary Ganguly Street P.S.- Munchipara, K.M.C. Ward No. 048, Kolkata - 700 012 and **5/7th share** land measuring 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less togetherwith one brick build pucca two storied building and togetherwith two out houses on the northern and another eastern side of the land standing thereon at as Municipal Premises No. 169/B, Bipin

Bihary Ganguly Street P.S.- Munchipara, K.M.C. Ward No.- 048, Kolkata - 700 012, in total **5/7th share** in total Land measuring 22 (Twenty Two) Cottahs equivalent to **15 (Fifteen) Cottahs 11 (Eleven) Chhitaks 20 (Twenty) Sq. Ft.** of rent free land be the same a little more or less togetherwith structures standing thereon lying at and being Premises No. 169/A and 169/B, Bipin Bihary Ganguly Street, P.S.- Munchipara, presently Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012, under Assessee No. 110480300786 and under Assessee No. 110480300798.

- P. Said Sri Manuj Khetawat, Sri Harshit Khetawat, And M/S Aarpee Trading & Holdings (P) Ltd. and the Promoter/Developer have entered into a joint Development Agreement dated 17.08.2022, duly in the registered in the office of Additional Registrar of Assurances - II, Kolkata, on 17.08.2022 and recorded in Book No. I, Volume No. 1902-2022, Pages from 351943 to 352026, Being No. 190209785 for the year 2022 in respect of **ALL THAT 5/7th share** in the 5 Cottahs and 13 Chhitaks equivalent to **4 Cottahs 2 Chhittaks 20 Sq. Ft.** of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street and **5/7th share** in the land measuring 16 Cottahs 3 Chhitaks equivalent to **11 Cottahs 9 Chhitaks** of rent free land be the same a little more or less togetherwith the one brick build pucca two storied building and togetherwith two out houses old dilapidated structure on the northern and another eastern side of the land standing thereon at Municipal Premises No. 169/B, Bipin Bihari Ganguly Street in total **5/7th share** in total Land measuring 22 (Twenty Two) Cottahs equivalent to **15 (Fifteen) Cottahs 11 (Eleven) Chhitaks 20 (Twenty) Sq. Ft.** of rent free land be the same a little more or **less togetherwith structures standing thereon lying at and being** Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.-

Munchipara, Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012.

- Q. Said Susanta Chandra and Prasanta Chandra and the Promoter/Developer have entered into a joint Development Agreement dated 17.08.2022, duly registered in the office of Additional Registrar of Assurances - II, Kolkata, and recorded in Book No. – I, Volume No. 1902-2022, Pages from 352027 to 352082, being No. - 190209786 for the year 2022 in respect of **ALL THAT 2/7th share** in the 5 Cottahs and 13 Chittaks equivalent to **1 Cottah 10 Chhittaks 25 Sq. Ft.** of rent free land be the same a little more or less with a brick-built one storied structures standing thereon at Municipal Premises No. 169/A, Bipin Behari Ganguly Street and **2/7th share** in land measuring 16 Cottahs 3 Chhitaks **2/7th share** land measuring 16 Cottahs 3 Chhitaks equivalent to **4 Cottah 10 Chhitaks** of rent free land be the same a little more or less together with one brick build pucca two storied building and togetherwith two out houses structure on the northern and another eastern side of the land standing thereon at Municipal Premises No. 169/B, Bipin Bihari Ganguly Street in total **2/7th share** in total Land measuring 22 (Twenty Two) Cottahs equivalent to **6 (Six) Cottahs 4 (Four) Chhitaks 25 (Twenty Five) Sq. Ft.** of rent free land be the same a little more or **less together with structures standing thereon lying at and being** Premises No. 169/A and 169/B, Bipin Bihari Ganguly Street, P.S.- Munchipara, Kolkata Municipal Corporation Ward No. 048, Kolkata - 700 012.
- R. Thereafter upon the application for amalgamation, made by the said owners of the said two premises viz. Premises No. 169A, Bipin Bihari Ganguly Street, P.S.- Munchipara, K.M.C. Ward No. 048, Kolkata - 700 012, containing an area 5 Cottahs and 13 Chittaks., together with brick-built old dilapidated one storied structures standing thereon, and Premises No. 169B, Bipin Bihari Ganguly Street P.S.- Munchipara, K.M.C.

Ward No.- 048, Kolkata - 700 012, containing an area 16 Cottahs 3 Chhitaks of rent free land be the same a little more or less together with one brick build pucca two storied building thereon, have been amalgamated and upon amalgamation of aforesaid two premises the amalgamated premises has been known and numbered as Premises No. 169A, Bipin Bihari Ganguly Street, under Assessee No. 110480300786, P.S.- Munchipara, K.M.C. Ward No.- 048, Kolkata - 700 012, measuring about **22 Cottas 00 Chittacks 00 Sq. Ft.**, herein after referred to as the "Said Property".

- S. The Said Land/Property is earmarked for the purpose of building a [commercial/residential] project, comprising _____ multistoried Flat buildings and the said project shall be known as '_____';
- T. The Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which Project is to be constructed have been completed;
- U. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated bearing no. _____;
- V. The Promoter/Developer has obtained the final layout plan approvals for the Project namely _____ from Kolkata Municipal Corporation. The Promoter/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;
- W. The Allottees had applied for a Flat in the Project vide. Application no. _____, dated _____ and has been allotted Flat no. _____ having carpet area of _____ square feet, type _____, on _____ floor along with garage/closed parking no. _____ admeasuring _____

square feet in the Basement, 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 "Flat" more particularly described in Schedule A and the floor plan of the Flat is annexed hereto and marked as Schedule B);

- X. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- Y. 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;
- Z. 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;
- AA. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottees/Purchasers hereby agrees to purchase the [Flat/ Plot] and the garage/closed parking (if applicable) as specified in paragraph W;

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/Developer agrees to sell to the Allottees/Purchasers and the Allottees/Purchasers hereby agree to purchase, the [Flat/Plot] as specified in paragraph W;

The Total Price for the [Flat/Plot] based on the carpet area is Rs.(Rupee

_____ only ("**Total Price**") (Give break up and description):

Block/Building/Tower no. _____ _____ Flat no. _____ Type _____ Floor _____	Rate of Flat per square feet*

*Provide breakup of the amounts such as cost of Flat, 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 Allottees/Purchasers to the Promoter/Developer towards the said Flat and Garage/Closed parking mentioned in the paragraph No. W abovenamed;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST, if any, as per law, in connection with the construction of the Project payable by the Promoter/Developer) up to the date of handing over the possession of the said Flat and Garage/Closed parking:
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottees/Purchasers to the Promoter/Developer shall be increased/reduced based on such change / modification;
- (iii) The Promoter/Developer shall periodically intimate to the Allottees/Purchasers, the amount payable as stated in (i) above and the Allottees/Purchasers shall make payment within 30 (thirty) days

from the date of such written intimation. In addition, the Promoter/Developer shall provide to the Allottees/Purchasers 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 Flat includes: 1) pro rata share in the Common Areas; and 2) Garage/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottees/Purchasers 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/Developer undertakes and agrees that while raising a demand on the Allottees/Purchasers for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottees/Purchasers, which shall only be applicable on subsequent payments.

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

The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees/Purchasers by discounting such early payments @_____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottees/Purchasers by the Promoter/Developer.

It is agreed that the Promoter/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 Flat, plot or building, as the case may be, without the previous written consent of the Allottees/Purchasers. Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottees/Purchasers, or such minor changes or alterations as per the provisions of the Act.

The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottees/Purchasers 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/Developer. If there is any reduction in the carpet area within the defined limit then Promoter/Developer shall refund the excess money paid by Allottees/Purchasers 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 Allottees/Purchasers. If there is any increase in the carpet area allotted to Allottees/Purchasers, the Promoter/Developer shall demand that from the Allottees/Purchasers as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter/Developer agrees and acknowledges, the Allottees/Purchasers shall have the right to the Flat as mentioned below:

- (i) The Allottees/Purchasers shall have exclusive ownership of the Flat;
- (ii) The Allottees/Purchasers shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottees/Purchasers in the Common Areas is undivided and cannot be divided or separated, the Allottees/Purchasers 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 Allottees/Purchasers 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/Developer shall convey undivided proportionate title in the common areas to the association of Allottees/Purchasers as provided in the Act;
- (iii) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Flat 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/Developer and the

Allottees/Purchasers agrees that the [Flat/Plot] 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 Allottees/Purchasers. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees/Purchasers of the Project.

It is understood by the Allottees/Purchasers 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 Flat Ownership Act, 1972

The Promoter/Developer agrees to pay all outgoings before transferring the physical possession of the Flat to the Allottees/Purchasers, which it has collected from the Allottees/Purchasers, 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/Developer fails to pay all or any of the outgoings collected by it from the Allottees/Purchasers or any liability, mortgage loan and interest thereon before transferring the Flat to the Allottees/Purchasers, the Promoter/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 Allottees/Purchasers has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Flat/Plot] at the time of application

the receipt of which the Promoter/Developer hereby acknowledges and the Allottees/Purchasers hereby agrees to pay the remaining price of the [Flat/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter/Developer within the time and in the manner specified therein:

Provided that if the Allottees/Purchasers 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/Developer abiding by the construction milestones, the Allottees/Purchasers shall make all payments, on demand by the Promoter/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 '_____' payable at_____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottees/Purchasers, 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 Promoter/Developer with such permission, approvals which would enable the Promoter/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 Allottees/Purchasers 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/Developer accepts no responsibility in this regard. The Allottees/Purchasers shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees/Purchasers subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees/Purchasers to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottees/Purchasers and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoter/Developer shall be issuing the payment receipts in favour of the Allottees/Purchasers only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter/Developer as well as the Allottees/Purchasers. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the [Flat/Plot] to the Allottees/Purchasers and the common areas to the association of the Allottees/Purchasers after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottees/Purchasers 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/Developer as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ FLAT

The Allottees/Purchasers has seen the specifications of the [Flat/Plot] 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 Promoter/Developer. The

Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter/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 _____ [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 Promoter/Developer shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE FLAT/PLOT**

Schedule for possession of the said [Flat]: The Promoter/Developer agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Promoter/Developer, based on the approved plans and specifications, assures to hand over possession of the Flat, 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 Allottees/Purchasers agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the [Flat/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees/Purchasers agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottees/Purchasers the entire amount received by the Promoter/Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottees/Purchasers, Allottees/Purchasers agrees that he/ she shall not have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Allottees/Purchasers in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter/Developer shall give possession of the [Flat] to the Allottees/Purchasers. The

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

Failure of Allottees/Purchasers to take Possession of [Flat/Plot]:

Upon receiving a written intimation from the Promoter/Developer as per clause 7.2, the Allottees/Purchasers shall take possession of the [Flat/Plot] from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the [Flat/Plot] to the Allottees/Purchasers. In case the Allottees/Purchasers fails to take possession within the time provided in clause 7.2, such Allottees/Purchasers shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottees/Purchasers - After obtaining the occupancy certificate and handing over physical possession of the [Flat/Plot] to the Allottees/Purchasers, it shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottees/Purchasers or the competent authority, as the case may be, as per the local laws.

Cancellation by Allottees/Purchasers - The Allottees/Purchasers shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

Compensation -

The Promoter/Developer shall compensate the Allottees/Purchasers 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/Developer fails to complete or is unable to give possession of the [Flat/Plot] (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/Developer shall be liable, on demand to the Allottees/Purchasers, in case the Allottees/Purchasers 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 [Flat/Plot], 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 Allottees/Purchasers does not intend to withdraw from the Project, the Promoter/Developer shall pay the Allottees/Purchasers interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Flat/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER

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

- (i) The [Promoter/Developer] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent 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 [Flat];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Flat/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in

relation to the Project, said Land, Building and [Flat] and common areas;

- (vi) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees/Purchasers created herein, may prejudicially be affected;
- (vii) The Promoter/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 [Flat] which will, in any manner, affect the rights of Allottees/Purchasers under this Agreement;
- (viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said [Flat/Plot] to the Allottees/Purchasers in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the [Flat/Plot] to the Allottees/Purchasers and the common areas to the Association of the Allottees/Purchasers;
- (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/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 Promoter/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 Promoter/Developer shall be considered under a condition of Default, in the following events:

- (i) Promoter/Developer fails to provide ready to move in possession of the [Flat/Plot] to the Allottees/Purchasers within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter/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 Promoter/Developer under the conditions listed above, Allottees/Purchasers is entitled to the following:

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

Provided that where an Allottees/Purchasers does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Flat].

The Allottees/Purchasers shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottees/Purchasers fail to make payments for _____ consecutive demands made by the Promoter/Developer as per

the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees/Purchasers shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate specified in the Rules.

- (ii) In case of Default by Allottees/Purchasers under the condition listed above continues for a period beyond consecutive months after notice from the Promoter/Developer in this regard, the Promoter/Developer shall cancel the allotment of the [Flat/ Plot] in favour of the Allottees/Purchasers and refund the amount money paid to him by the Allottees/Purchasers by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID FLAT

The Promoter/Developer, on receipt of complete amount of the Price of the [Flat] under the Agreement from the Allottees/Purchasers, shall execute a conveyance deed and convey the title of the [Flat/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottees/Purchasers 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 Allottees/Purchasers authorizes the Promoter/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 Promoter/Developer is made by the Allottees/Purchasers. The Allottees/Purchasers 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 / FLAT / PROJECT

The Promoter/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/Purchasers.

Maintenance Charges (CAM) are currently estimated @ Rs. 2 per Sq. ft and towards maintenance charges for 1 year is to be paid by the purchaser in advance to the Developer on handover

That on active part and care of the developer Owners' Association is to be formed and would be registered under the provisions of Society Registration Act and for that purpose the purchaser/s would have to pay at the rate of Rs. 15/- per Sq. ft. It is provided here that the developer would give proper accounts for the management and maintenance for interim period within said period to the said Association is to be formed. Any excess amount with the Developer on this account will be handed over to the Association.

At the time of handing over the management and maintenance of the said building to the Flat Owners Association the Developer will hand over Xerox copies of all the documents relating to the title and sanction and also all clearance as obtained by the Developer together with the account for the maintenance of the building till the time the Association is formed and balance amount out of deposit received from the Flat Owners, if any.

Costs and charges of establishment for maintenance of the building and for watch and ward staff, electricity charges for common use.

12. DEFECT LIABILITY

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

13. RIGHT OF ALLOTTEES/PURCHASERS TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottees/Purchasers hereby agrees to purchase the [Flat/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed

or the association of Allottees/Purchasers (or the maintenance agency appointed by it) and performance by the Allottees/Purchasers of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees/Purchasers from time to time.

14. RIGHT TO ENTER THE FLAT FOR REPAIRS

The Promoter/Developer / maintenance agency /association of Allottees/Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottees/Purchasers agrees to permit the association of Allottees/Purchasers and/or maintenance agency to enter into the [Flat/Plot] 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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees/Purchasers 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/Purchasers formed by the Allottees/Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT:

Subject to Clause 12 above, the Allottees/Purchasers shall, after taking possession, be solely responsible to maintain the [Flat/Plot] 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 [Flat/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 [Flat/Plot] and keep the [Flat/Plot], 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 Allottees/Purchasers 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/Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees/Purchasers shall not store any hazardous or combustible goods in the [Flat/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottees/Purchasers shall also not remove any wall, including the outer and load bearing wall of the [Flat/Plot]. The Allottees/Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer and thereafter the association of Allottees/Purchasers and/or maintenance agency appointed by association of Allottees/Purchasers. The Allottees/Purchasers 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 ALLOTTEES/PURCHASERS

The Allottees/Purchasers is entering into this Agreement for the allotment of a [Flat/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottees/Purchasers 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 [Flat/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Flat/Plot]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter/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. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the [Flat/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 Allottees/Purchasers who has taken or agreed to take such [Flat/Plot/Building].

20. FLAT OWNERSHIPACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottees/Purchasers by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottees/Purchasers until, firstly, the Allottees/Purchasers 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 Allottees/Purchasers and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter/Developer. If the Allottees/Purchasers(s) fails to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottees/Purchasers and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter/Developer, then the

Promoter/Developer shall serve a notice to the Allottees/Purchasers for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottees/Purchasers, application of the Allottees/Purchasers shall be treated as cancelled and all sums deposited by the Allottees/Purchasers in connection therewith including the booking amount shall be returned to the Allottees/Purchasers 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 Flat/ 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 ALLOTTEES/PURCHASERS / SUBSEQUENT ALLOTTEES/PURCHASERS

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/Purchasers of the [Flat/Plot], in case of a transfer, as the said obligations go along with the [Flat/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees/Purchasers 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 Allottees/Purchasers that exercise of discretion by the Promoter/Developer in the case of one Allottees/Purchasers shall not be construed to be a precedent and /or binding on the Promoter/Developer to exercise such discretion in the

case of other Allottees/Purchasers.

Failure on the part of the Promoter/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 Allottees/Purchasers has to make any payment, in common with other Allottees/Purchasers(s) in Project, the same shall be the proportion which the carpet area of the [Flat/Plot] bears to the total carpet area of all the [Flats/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/Developer through its authorized signatory at the Promoter/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottees/Purchasers, in _____ after the Agreement is duly executed by the Allottees/Purchasers and the Promoter/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 _____.

30. NOTICES

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

_____ Name of Allottees/Purchasers

(Allottees/Purchasers

Address) M/s _____

_____ Pro

_____ Promoter/Developer name

_____ (Promoter/Developer Address)

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

31. JOINT ALLOTTEES/PURCHASERS

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

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 or by the District Consumer Forum.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at_(city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottees/Purchasers: (including joint buyers)

(1) _____

(2) _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter/Developer:

(1) _____ (Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

WITNESSES:

1. Signature _____ Name –Address _____

2. Signature _____ Name–Address _____

SCHEDULE 'A' –

ALL THAT One Residential Flat, being **Flat No.** _____, measuring Covered area of _____ (_____) **Sq. Ft.**, on the _____ **Floor** of the building known as “ _____ ” lying at and being Premises No. 169A, Bipin Bihari Ganguly Street, P.S.- Munchipara, K.M.C. Ward No. 048, Kolkata - 700 012, being amalgamated two premises of Premises No. 169A, Bipin Bihary Ganguly Street and Premises No. 169B, Bipin Bihary Ganguly Street, within the local Limits of Kolkata Municipal Together With the undivided impartible proportionate share or interest in the land comprised in the said Premises and attributable/allocable to the said Flat

and also together with the proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the said building at the said Premises

SCHEDULE 'B' – FLOOR PLAN OF THE FLAT

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEES/PURCHASERS