

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") executed on this _____
day of _____, 2023 (Two Thousand and Twenty Three)

BY AND BETWEEN

ASR PROJECTS AND VENTURES LLP, LLP Identification Number AAV-2350, a
Limited Liability Partnership incorporated under the Limited Liability Partnership Act,



2008 having its registered office at **2C, Mahendra Road, Ground Floor, Kolkata, West Bengal - 700 025**, having **Income Tax Pan No. ABTFA7082L**, within **Post Office - Bhowanipur, Police Station - Bhowanipur**, represented by its Authorised Signatory **Mr. Amitava Singha Roy** Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having **Income Tax Pan No. ATXPS6554K, Aadhaar No. 4902 8610 4063**, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, hereinafter referred to as “the **PROMOTER / DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partners and such other person or persons who may be taken in or admitted for the benefit of the said partnership, their executors, administrators, legal representatives and permitted assigns) of the **FIRST PART**;

AND

(1) **LT. COL. DILIP KUMAR MUKERJEE**, Son of Late Dulal Gopal Mukerjee, by Nationality - Indian, by Faith - Hindu, by Occupation - Retired Defence Official, (having **Income Tax Pan AFXPM5776R, and AADHAAR No. 7357 9000 9215**), resident of D - 4 Sainagari, Housing Society, 200/1A, Kalyaninagar, P.O. Yerawada, Police Station Yerawada, Pune-411006, Maharashtra, (2) **SHRI DEBASIS MUKERJEE**, Son of Late Dulal Gopal Mukerjee by Nationality - Indian, by faith Hindu, by Occupation Retired PSU Official, (having **Income Tax Pan ACNPM3628F & AADHAAR No. 7978 9044 8076**), resident of 6D, Block - E; Jai Shree Green City, Argora, P.O. Doranda, Police Station Argora, Ranchi - 834002, Jharkhand, and (3) **SHRI DEBJYOTI MUKERJEE**, son of Son of Late Dulal Gopal Mukerjee by Nationality - Indian, by Faith - Hindu, by Occupation - Private Business, (having **Income Tax Pan AKBPM7722N, & AADHAAR No. 9883 8647 3102**), resident of P - 562, Block - N, P.O. - New Alipore, Police Station - New Alipore, Kolkata - 700053, West Bengal, hereinafter jointly and collectively hereinafter referred to as “**OWNERS/LAND OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include them and each of their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART** represented by their lawful Constituted Attorney **ASR PROJECTS AND VENTURES LLP, LLP Identification Number AAV-2350**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at **2C, Mahendra Road, Ground Floor, Kolkata, West Bengal - 700 025**, having **Income Tax Pan No. ABTFA7082L**, within **Post Office - Bhowanipur, Police Station - Bhowanipur**, represented by its Authorised Signatory **Mr. Amitava Singha Roy** Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having **Income Tax Pan No. ATXPS6554K, Aadhaar No. 4902 8610 4063**, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, duly appointed and authorized vide registered **Power of Attorney after registered Development Agreement dated 15th March 2023** which documents was registered in the Office of **The District Sub Registrar - II, South 24 Parganas, West Bengal, registered in Book No. I, Volume No. 1602-2023 Page from 123611 to 123637, Being No. 160203317 for the Year 2023**;



AND

_____ hereinafter referred to as "the **ALLOTTEES / PURCHASER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include them and each of their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **THIRD PART**;

The Promoter, the Owners and the Allottees shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A.** The Owners/Land Owners are the absolute owners of **ALL THAT THE** piece and parcel of Bastu land admeasuring **5.88 Katha** equivalent to **5 (Five) Katha 14 (Fourteen) Chattack 3 (Three) Sq. Ft.** be the same a little more or less as per Deed but as per physical measurement **5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft.** be the same a little more or less along with 50 years old G + I storied and/or partly two or partly three storied residential building bearing more or less 1653.284 Sq. Ft. built up area in totality having cemented flooring situated and lying at **Premises No. 41 Biplabi Dinesh Majumder Sarani**, (formerly known as P-562 , Block - N, New Alipore, having postal address 23A/P562 Diamond Harbour Road) Block - N, New Alipore, **Kolkata - 700053 under Police Station - New Alipore**; within the jurisdiction of Kolkata Municipal Corporation; **Ward No. 081, Assessee No. 110811400543** hereinafter referred to as the "**said Premises**" fully described in the **FIRST SCHEDULE** hereunder written and the Devolution of title of the Owners/Land Owners to the said Premises is set out in the **SECOND SCHEDULE** hereunder written.
- B.** The Owners/Land Owners herein have entered into a [collaboration/development/joint development) agreement dated **15/03/2023**, with the Promoter/Developer herein, which documents was registered in the Office of **The District Sub Registrar - II, South 24 Parganas, West Bengal, registered in Book No. I, Volume No. 1602-2023 Page from 123894 to 123973, Being No. 160203297 for the Year 2023** and in pursuance thereof the Owners/Land Owners herein have granted a registered **Power of Attorney after registered Development Agreement dated 15th March 2023** which documents was registered in the Office of **The District Sub Registrar - II, South 24 Parganas, West Bengal, registered in Book No. I, Volume No. 1602-2023 Page from 123611 to 123637, Being No. 160203317 for the Year 2023 respectively.** By and in terms of the said Development Agreement (as hereinafter defined), the Owners/Land Owners permitted and granted exclusive right to the Promoter/Developer to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained and for the sake of brevity hereinafter referred to as the "**said Project**".



- C. The said Premises is principally earmarked for the purpose of building a residential Project comprising a G + IV multi-storeyed buildings comprising several self-contained Flats/Apartments and car parking spaces along with common parts and portions thereat along with facilities and amenities for beneficial enjoyment of the Flats/Apartments by the prospective owners/occupiers of the said Project and the said project shall be known as "**ADITRI ASHISH**".
- D. 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 Premises on which the Project is to be constructed have been completed;
- E. The Kolkata Municipal Corporation has granted permission to construct vide **Building Permit No.** _____ **dated** _____.
- F. The Promoter has obtained the final layout plan for the Project from Kolkata Municipal Corporation and other concerned authorities as mentioned in the Definition No. (xxii) (being the definition of Plan) herein below. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____ On _____ under registration.
- H. The Allottees had applied for an Apartment / Unit in the Project vide application no. _____ dated _____ for allotment of the **said Apartment / Unit** (as hereinafter defined) described in the **SCHEDULE A** and also herein below:

All That the Residential **Apartment / Unit bearing No.** _____ containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being _____ **Square Feet**) and **Super Built Up Area** being _____ **Square Feet**, more or less on the _____ side on the _____ **Floor** of the Building alongwith a **covered car parking space having Parking No.** _____ **admeasuring** _____ **square feet in 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 together with undivided impartible proportionate share or interest in the land within the said Premises and in the common parts and portions of the building premises, together with right of enjoyment over the common facilities and amenities attached thereto, (hereinafter referred to as the "**said Apartment**" more particularly described in



Schedule A and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);.

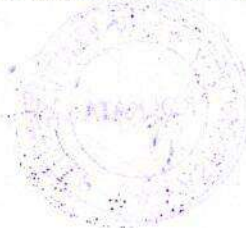
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Allottees has examined and got himself fully satisfied about the right, title and interest of the Owners/Land Owners to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottees have also seen and inspected the aforesaid Development Agreement, Power of Attorney's in favour of the Promoter Developer and fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter/Developer thereunder, including as regards sale of the said Apartment / Unit, and agrees and covenants not to raise any objection with regard thereto.

The Allottees has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto.

The Allottees is also fully aware of the fact that portions of the Building at the said Premises are meant and/or are intended to be used for residential purposes. The Allottees further acknowledges that such planning may undergo further changes in future, and the Allottees hereby consents to the same and confirms that it neither has nor shall have any objection with regard thereto. The Allottees agrees and consents to the fact that in case additional construction are sanctioned by the concerned authorities, then the Promoter/Developer shall be entitled to construct and deal with the same, to which the Allottees hereby consents and shall not raise any objections with regard thereto.

- K. 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;
- L. 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;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to



sell and the Allottees hereby agrees to purchase the said Apartment / Unit as specified in Para - H above;

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

1. TERMS :

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agrees to purchase, the Apartment / Unit as specified in **Para H**;

1.2 The Total Price for the Apartment / Unit based on the carpet area is **Rs.** _____ /- (Rupees _____) only ("Total Price") break up whereof is as follows:

Apartment No. Type Floor	Rate of Apartment per square feet	

[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 to the Promoter towards the Apartment / Unit;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and CGST, if any as per law and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment / Unit;

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



- (iii) The Allottees (s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**. The Promoter shall periodically intimate to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottees 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 / Unit includes (i) pro rata share in the Common Areas; and (ii) _____ garage(s)/closed parking(s) as provided in the agreement.

The Total Price is escalation-free, save and except increases which the Allottees hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

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

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees 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 by the Promoter.

It is agreed that the Promoter/Developer shall not make any major 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 or Building, as the case may be without the previous written consent of the Allottees. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the completion / occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If



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

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottees shall have the right to the Apartment / Unit as mentioned below:

- (i) The Allottees shall have exclusive ownership of the Apartment / Unit;
- (ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. Provided That the right of the Allottees of Units shall be limited to use specified Common Areas and Installations elsewhere as herein mentioned. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment / Unit includes recovery of price of land, construction of [not only the Apartment / Unit but also proportionately] the Common Areas, internal development charges as per agreed specification, external development charges as per agreed specification, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities as provided within the Project.

It is made clear by the Promoter and the Allottees agrees that the Apartment / Unit along with Garage/ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottees that all other areas and i.e. areas and facilities falling outside the Project "**ADITRI ASHISH**" 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 Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment / Unit 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 and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan (if taken by the Promoter) and interest thereon (which are within the scope of the Promoter) before transferring the Apartment / Unit to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any , to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottees has paid a sum of Rs. _____ /- (Rupees _____) only as booking amount being part payment towards the Total Price of the Apartment / Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the Apartment / Unit as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein;

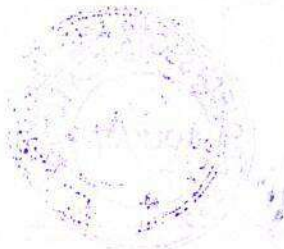
Provided that if the Allottees delays in payment towards any amount which is payable, they shall be liable to pay interest at the rate specified in the Rules.

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones, the Allottees shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft or online payment (as applicable) in favour of "**ASR PROJECTS AND VENTURES LLP**" payable at **Kolkata**.

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

The Allottees, 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 amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the



Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF THE PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottees. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment / Unit to the Allottees and the common areas to the association of the allottees (upon its registration) after receiving the occupancy certificate* or the completion certificate or both as the case may be. Similarly, the Allottees 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 subject to the simultaneous completion of construction by the Promoter as provided in Part II of Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the [Apartment/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. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and



density norms and provisions prescribed by the 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 Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

- 1) **Schedule for possession of the said Apartment / Unit:** The Promoter agrees and understands that timely delivery of possession of the Apartment / Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment / Unit on or before **31.12.2027**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic / epidemic 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 (as defined in the Act) then the Allottees agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment / Unit provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottees, Allottees agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 2) **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate* of the Project.
- 3) **Failure of Allottees to take Possession of Apartment / Unit** : Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in



clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 4) **Possession by the Allottees** – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 5) **Cancellation by Allottees** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

6) **Compensation**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/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 shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/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 Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

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

The Land Owner and the Promoter hereby respectively represent and warrant to the Allottees as follows:

- i. The Land Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;



- (i) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (ii) There are no encumbrances upon the said Land or the Project;
- (iii) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment / Unit;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment / Unit are valid and subsisting and have been obtained by following due process of law. Further, the Land Owners and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Building and Apartments / Units and common areas;
- (v) The Land Owners & Promoter have 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 intended to be created herein, may prejudicially be affected;
- (vi) The Land Owners & Promoter have 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 / Unit which will, in any manner, affect the rights of Allottees under this Agreement;
- (vii) The Land Owners & Promoter confirm that the Land Owners & Promoter are not restricted in any manner whatsoever from selling the said Apartment / Unit to the Allottees in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment / Unit to the Allottees and the common areas to the Association of the Allottees (upon the same being registered);
- (ix) The said Premises 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 said Premises;
- (x) The Promoter & Land Owners have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the possession of the Apartment / Unit is offered to the Allottees in terms hereof;



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

(xii) That the said Property is not Debottur or Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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

(i) In case the Allottee fails to make payments two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.



(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [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 Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/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 Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance is extra cost which will be decided by the developer at the time of handing over the possession.

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

12. DEFECT LIABILITY

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

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

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



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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of 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/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 Service Areas: The service areas, if any, as located within the "ADITRI ASHISH", shall be earmarked for purposes services but not limited to, underground water tanks, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, as required by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/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 [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees] and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.



17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [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 Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection 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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case 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/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.



28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter 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 Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

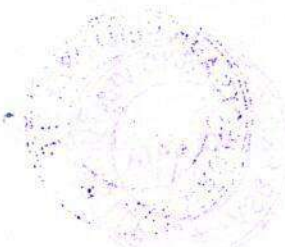
M/s _____ Promoter name

_____ (Promoter Address)

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

31. JOINT ALLOTTEES

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



32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

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.

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE SAID PREMISES)

ALL THAT THE piece and parcel of Bastu land admeasuring **5.88 Katha** equivalent to **5 (Five) Katha 14 (Fourteen) Chattack 3 (Three) Sq. Ft.** be the same a little more or less as per Deed but as per physical measurement **5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft.** be the same a little more or less along with 50 years old G + I storied and/or partly two or partly three storied residential building bearing more or less 1653.284 Sq. Ft. built up area in totality having cemented flooring situated and lying at **Premises No. 41 Biplabi Dinesh Majumder Sarani**, (formerly known as P-562 , Block - N, New Alipore, having postal address 23A/P562 Diamond Harbour Road) Block - N, New Alipore, **Kolkata - 700053 under Police Station - New Alipore**; within the jurisdiction of Kolkata Municipal Corporation; **Ward No. 081, Assessee No. 110811400543** delineated in the map or plan annexed hereto and bordered in red colour therein and the said land and building is butted and bounded in the following manner: -

- On the North : By 30' Ft wide KMC Road named as Biplabi Dinesh Majumder Sarani;
- On the South : By Plot Nos P-547 and P-548.
- On the East : By Premises P-561, Block - N, New Alipore, Kolkata - 700053;
- On the West : By Premises P-563, Block - N, New Alipore, Kolkata - 700053;

OR HOWSOEVER OTHERWISE the same may be butted and bounded known, numbered called described and/or distinguished.



THE SCHEDULE "A" ABOVE REFERRED TO:
(The Said APARTMENT / UNIT)

All That the Apartment / Unit bearing No. _____ containing a **Carpet Area** of _____ **Square Feet** [Built-up Area whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being _____ Square Feet) and **Super Built Up Area** being _____ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the Northern side on the _____ **floor** of the Building at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

With right to park _____ **motor car/s** in the closed space in the _____ **Floor** of the Building, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

And the said Premises is butted and bounded in the following manner: -

On the North : By 30' Ft wide KMC Road named as Biplabi Dinesh Majumder Sarani;

On the South : By Plot Nos P-547 and P-548.

On the East : By Premises P-561, Block - N, New Alipore, Kolkata - 700053;

On the West : By Premises P-563, Block - N, New Alipore, Kolkata - 700053;

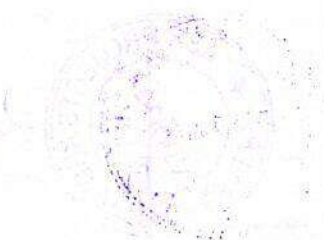
OR HOWSOEVER OTHERWISE the same may be butted and bounded known, numbered called described and/or distinguished.

THE SCHEDULE "B" ABOVE REFERRED TO:
(FLOOR PLAN)

THE SCHEDULE "C" ABOVE REFERRED TO:

(PAYMENT PLAN)

The Total Consideration as described in Clause 1.2 shall be paid by the Allottees to the Developer/Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of "**ASR PROJECTS AND VENTURES LLP**" or by online payment (as applicable) as follows:



PAYMENT SCHEDULE	
At the time of Booking/Allotment	10% of total consideration + Applicable Tax
On Agreement	10% of total consideration + Applicable Tax
On Completion of Foundation**	10% of total consideration + Applicable Tax
On Commencement of Casting of First Floor**	10% of total consideration + Applicable Tax
On Commencement of Casting of Second Floor**	10% of total consideration + Applicable Tax
On Commencement of Casting of third Floor**	10% of total consideration + Applicable Tax
On Commencement of Casting of Fourth Floor**	10% of total consideration + Applicable Tax
On Completion of Brick Work**	10% of total consideration + Applicable Tax
On Completion of Flooring of the Flat/Apartment**	10% of total consideration + Applicable Tax
On intimation of Possession**	10% of total consideration + Applicable Tax

** Within 30 days of raising of demand such payment shall be made by the Allottees.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

The facts about the Owners deriving title to the said Property is as follows:-

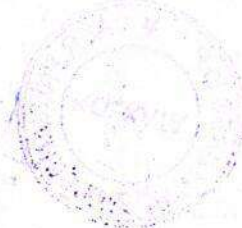
Re. Land measuring 5 (Five) Katha 14 (Fourteen) Chattack 3 (Three) Sq. Ft. be the same a little more or less as per deed but as per physical measurement 5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft. be the same a little more or less; situated and lying at Premises No. 41 Biplabi Dinesh Majumder Sarani, Kolkata - 700053 , formerly known as P-562 , Block - N, New Alipore, Kolkata - under Police Station - New Alipore; within the jurisdiction of Kolkata Municipal Corporation; Ward No. 81,;

A. W H E R E A S by a registered **Deed of Conveyance** dated the **5th day of December, 1958** made between **Nripabala Basu** wife of **Nirod Kumar Basu**, therein referred to as the **Vendor** of the First Part and **Nirod Kumar Basu** and **Nripabala Basu**, therein referred to as the **Confirming Party** of the Second Part and **Sri Dulal Gopal Mukerjee**, son of **Nanda Gopal Mukerjee**, therein referred to



as the **Purchaser** of the Third Part, registered at the office of the Sub Registrar Alipore Sadar, and recorded in **Book No. I, Volume No.167, Pages 241 to 245, Being No. 10030 for the year 1958**, the said **Nripabala Basu** the Vendor therein for the consideration therein mentioned granted, transferred, sold, and conveyed, assigned, and assured to the said **Sri Dulal Gopal Mukerjee** free from all encumbrances **ALL THAT** the piece and parcel of revenue free land measuring 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. be the same a little more or less situate and lying at being Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta more fully described in the Schedule there under written delineated in the map or plan annexed thereto and coloured in RED border therein and for the sake and brevity hereinafter referred to as the "**said Premises**".

- B. AND WHEREAS** by virtue of aforesaid purchases the said **Shri Dulal Gopal Mukerjee** thus became the absolute owner and occupier of **ALL THAT** the piece and parcel of revenue free land measuring 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. be the same a little more or less situate and lying at being Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta now South 24 Parganas, and while seized and possessed of the said property as aforesaid the said **Dulal Gopal Mukerjee alias Mukherjee** mutated and recorded his name in the records of Calcutta Municipal Corporation and the said **5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. land** situate and lying at being Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas **numbered as 41, Biplabi Dinesh Majumder Sarani**, bearing Assessee No. 11-081-14-0054-3 under Municipal Ward No. 081 and enjoying the same by paying taxes to the Government.
- C. AND WHEREAS** the said **Dulal Gopal Mukerjee** constructed a partly three storied pucca residential building upon a piece and parcel of **2229.985 Sq. Ft land** out the said **5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. land as per deed** but as per physical measurement **5 (Five) Katha 13 (Thirteen) Chitack 29.814 (Twenty Nine point eight one four) Sq. Ft. be the same a little more or less** and left with 1984.829 Sq. Ft. land vacant thereat respectively comprising in **Premises No. 41, Biplabi Dinesh Majumder Sarani, Kolkata - 700 053, bearing postal address 23A/P562 Diamond Harbour Road, Kolkata 700053**, formerly Plot No. 562, of Block N, of



the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta now South 24 Parganas, after getting valid sanction from the then Calcutta Municipal Corporation, and for the sake of brevity the said land and building hereinafter referred to as the "**subject Property**".

- D. AND WHEREAS** the said **Dulal Gopal Mukerjee** died testate on **05/06/1993** leaving and surviving his wife **SMT. SARBANI MUKERJEE**, Three Sons **DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE** and only married daughter **SMT. SHANTI BANERJEE** as his legal heirs and successors and no other else.
- E. AND WHEREAS** before his death the said **Dulal Gopal Mukerjee** made and published his last will dated 13/05/1989 whereby he bequeathed the subject property in favour of his aforesaid three sons **DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE** in the manner more fully and particularly mentioned and described in the said will after creating a life interest of his wife **SMT.SARBANI MUKERJEE** in the subject property being the sole executrix of the said will. In the aforesaid Will the said **Dulal Gopal Mukerjee** however create such other accommodation for his daughter Smt. Shanti Banerjee without bestowing her any right title and interest in the subject property.
- F.** The aforesaid Will has been duly probated before the Hon'ble High Court at Calcutta and **Probate has been granted on 22/09/1994 by the Hon'ble High Court Calcutta in Probate Case No. 147 of 1994.**
- G. AND WHEREAS** the said Sarbani Mukerjee who during her lifetime and at the time of her death was a Hindu died intestate on 13/12/2014 and before her death duly administered the will of said Dulal Gopal Mukerjee in terms of Probate dated 22/09/1994 passed by the Hon'ble High Court Calcutta in Probate Case No. 147 of 1994.
- H. AND WHEREAS** by virtue of aforesaid will and probate the said **DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE** jointly become the absolute Owners of **ALL THAT the piece and parcel of 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. land as per deed but as per physical measurement 5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft. be the same a little more or less comprising in Premises No. 41, Biplabi Dinesh Majumder Sarani, Calcutta - 700 053, bearing postal address 23A/P562 Diamond Harbour Road, Kolkata 700053, formerly Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta now South 24 Parganas, under Police Station - New**



Alipore within the jurisdiction of Kolkata Municipal Corporation; Ward No. 081, and mutated and recorded his name in the records of Calcutta Municipal Corporation under Assessee No. 110811400543 more fully and particularly mentioned and described in the First Schedule hereunder written and for the sake of brevity hereinafter referred to as the "**subject property**".

- I. AND WHEREAS** by the aforesaid Will of said Dulal Gopal Mukerjee bequeath and devise the existing permanent structure permanent structure floor wise as an apartment in favour of his respective son and also bequeath and devise the vacant land within the subject property in favour of his younger son Debjyoti Mukerjee. That in terms of the aforesaid will the youngest son Shri Debjyoti Mukherjee become entitled to entire ground floor together with the mezzanine floor and garage on the east side together with common right in the staircase portion together with the existing vacant land at the back side within the subject property. That the said Debashis Mukerjee become entitled to First Floor of the existing permanent structure together with common right in the staircase portion. That the said Dilip Mukerjee become entitled to Second Floor of the existing permanent structure together with common right in the staircase portion more fully mentioned and described in the said will.
- J. AND WHEREAS** by virtue of aforesaid will and probate Shri Debjyoti Mukherjee become the owner of entire ground floor of the existing structure together with the mezzanine floor and garage on the east side together with common right in the staircase portion i.e. 1/3rd undivided owner of the land within the building property plus the absolute owner of the existing vacant land at the back side within the subject property and thereby getting entitled to undivided 64.728% share or interest in the subject property and the said Debashis Mukerjee being the 1/3rd undivided owner of the land within the building property become entitled to undivided 17.636% share or interest in the subject property and the said Dilip Mukerjee being the 1/3rd undivided owner of the land within the building property become entitled to undivided 17.636% share or interest in the subject property.
- K. AND WHEREAS** it has been agreed between the Owners and Developer that after development Identified Flats/Units containing 50% (Fifty) percent of the total constructed area of all the Units in the New Building (s) and/or project being the First Floor and Second Floor together with undivided proportionate impartible share of land attributable thereto together with the proportionate undivided impartible share in the Common Areas and Installations together with 50% (Fifty percent) of the total Parking Spaces in the Ground Floor of New Building shall belong exclusively and absolutely to the Owners and Identified Units containing 50% (Fifty percent) of the total constructed area of all the Units in the New Building (s) and/or project being the Third Floor and Fourth Floor together with undivided proportionate impartible share of land attributable thereto together with the proportionate undivided impartible share in the Common Areas and Installations together with 50% (Fifty percent) of the total Parking Spaces in the Ground Floor of New Building shall belong exclusively and absolutely to the Developer. It is also agreed that the Owners are also entitled to a sum of



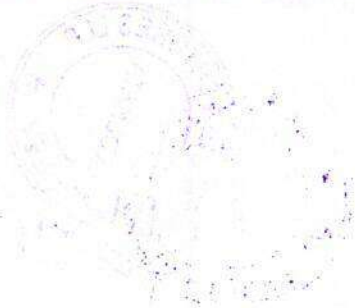
Rs.70,00,000/- (Rupees Seventy Lacs only) as nonadjustable advance from the Developer as stated hereinabove.

- L. AND WHEREAS** the said Debjyoti Mukerjee having undivided 64.728% share or interest in the subject property and the said Debashis Mukerjee and the said Dilip Mukerjee each having undivided 17.636% share or interest each in the subject property discussed and amicably settled between themselves that being the major shareholder in the subject property having undivided 64.728% share or interest in the subject property the said Debjyoti Mukerjee shall be entitled to the all Flats/Apartments on the Second Floor of the proposed multistoried building together with the undivided proportionate impartible share in the land together with undivided proportionate impartible share in the common areas and installations and 50% of the car parking space out of the owners allocations in the development agreement and shall also be entitled to the entire non-adjustable advance amount of Rs.70,00,000/- (Rupees Seventy Lacs only). That in lieu of aforesaid understanding the said Debasis Mukerjee and the said Dilip Mukerjee, each having undivided 17.636% share or interest in the subject property shall become entitled to one self-contained Flat each on the First Floor of the proposed multistoried building together with the undivided proportionate impartible share in the land together with undivided proportionate impartible share in the common areas and installations and the balance 50% of the car parking space out of the owners allocations in the development agreement and shall not become entitled to any portion of Non-adjustable advance under the development agreement.
- M. AND WHEREAS** based upon the aforesaid amicable understanding between the Owners, the said Owners DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE intends and decided to promote /develop / construct a multistoried building in the said piece and parcel of 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. land as per deed but as per physical measurement 5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft. be the same a little more or less comprising in Premises No. 41, Biplabi Dinesh Majumder Sarani, Calcutta – 700 053, bearing postal address 23A/P562 Diamond Harbour Road, Kolkata 700053, formerly Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta now South 24 Parganas, under Police Station – New Alipore within the jurisdiction of Kolkata Municipal Corporation; Ward No. 081, Assessee No. 110811400543, more fully and particularly mentioned and described in the First Schedule hereunder written and for the sake of brevity hereinafter referred to as the "**said Premises**".



OTHER SCHEDULE
PART I
Common Areas and Installations

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
3. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
4. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
5. Water pump and motor with installation (if any separately provided for any Building).
6. Overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
7. Windows/doors/grills and other fittings of the common area of the premises.
8. Electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required therefor
9. Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.
10. Electrical installations and the accessories and wiring's in respect of the New Building (s) and/or project and the space required therefore, if installed.
11. Tube Well, Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
12. Water waste and sewerage evacuation pipes and drains from the buildings/Subject Property to the municipal duct/drains.
13. Boundary walls of the Subject Property and main gates.
14. Transformer if applicable.
15. Generator its installations and its allied accessories.
16. Lifts and their accessories and spaces required therefore.
17. That the ultimate roof of the Building shall remain common for all the prospective Flat Owners in the said Project after keeping provision of the Common Areas and Installations as the Developer at its discretion, decide.



PART II
Common Expenses

1. **MAINTENANCE: (Both periodical and annual)** All costs and expenses of maintaining repairing redecorating and renewing (including Paining) etc., of the main structure and in particular gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Project and enjoyed or used by the Purchaser in common with each other, main entrance and exit gates, landings and staircases of the said Project and enjoyed by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds, shared Infrastructure etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircase and other parts of the said Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses for running and operating all machines equipment and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, CCTV, Security Systems, Back up/Emergency Lighting and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the outsourced and/or pay roll staffs to be employed to operate and maintain the common including salaries/contractual payments for cleaning staff, (viz. security, electrician, maintenance persons, caretaker, plumber, administration persons, clerk, sweepers, liftmen etc.) including their annual perks.
4. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings, (if levied) in respect of the common areas of the said Project (save those assessed separately in respect of any independent unit).
5. **INSURANCE** : Insurance premium, if incurred for insurance of the said Project, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES** : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS** : All other expenses and/or outgoings as are incurred by the Maintenance In-charge for the common purposes.



PART III**(Terms, conditions, covenants, stipulations, restrictions to be observed by the Purchaser of the Flat/Apartment)**

As a matter of necessity, the ownership and enjoyment of the Units by Purchaser shall be consistent with the rights and interest of all the other Flats Owners and in using and enjoying their respective units and the Common Areas and Installations, each of the Flat Owners shall be bound and obliged to follow the House Rules mentioned the Sale Agreement and the following:

- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Project and the common purposes;
- (b) to observe fulfil and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Project and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
- (c) to allow the Maintenance In-charge and its authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In- charge there about unless the circumstance warrant otherwise;
- (d) to use their respective Units (and utility rooms etc., if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained it being expressly agreed that such restriction on the Purchaser shall also be equally applicable to the Promoter.
- (e) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Flat owners.
- (f) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (g) to keep the common areas, open spaces, paths, roofs, passages, staircases, lobbies, landings etc., in the said Project free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any



goods articles or things therein or thereat or in any other common areas of the said Project.

- (h) not to claim any right whatsoever or howsoever over any unit or portion in the said Project save their respective units.
- (i) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Apartment save decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Flat Owner shall open out any additional window or any other apparatus protruding outside the exterior of his Unit.
- (j) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Project or may cause any increase in the premium payable in respect thereof.
- (k) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Flat/Apartment or the said Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (l) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Apartment nor allow or permit any other person to do so.
- (m) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the said Project. (n) To keep their respective units and party walls, sewers, drains pipes (including Balcony drainage), cables, wires, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the said Project. In particular and without prejudice to the generality to the foregoing, the Allottee shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (o) not to let out transfer or part with the possession of the parking spaces allotted and/or granted to them independent of the flats / apartments sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats / apartments to any other Owner of flat / apartment in the Building and none else.
- (p) In the event any Purchaser has been allotted any car parking space within the Premises, then such Purchaser shall be bound and obliged to observe fulfil and perform the following terms and conditions:



- i. The Purchaser shall use such Parking Space only for the purpose of parking of a motor car within the allotted demarcated space and for no other purpose whatsoever;
- ii. The Purchaser shall not be entitled to sell transfer or assign such parking space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his/her/its apartment, to any person with the only exception being that he/she/it shall be entitled to let out transfer or part with possession of the same independent of apartment to any other Flat owner of apartment in the Project and none else; iii. The Purchaser shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
- iv. The Purchaser shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said Project or any other portion of the said Project save at the allotted Parking Space;
- v. The Purchaser shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said Buildings and the said premises.
- vi. The Purchaser shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- vii. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the PURCHASER shall be deemed to have been served upon them, in case the same are left in their respective units or in the respective letter boxes.
- viii. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building, the Common Areas and Installations etc. and the same shall be shared by and between the Purchaser and the other Flat Owners proportionately. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor



be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Purchaser.

- ix. In the event of any of the Flat Owners failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Flat Owner, such defaulting Flat Owner shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to after giving 21 days prior written notice to the Flat Owner to remedy the default:
- x. disconnect the supply of electricity to the unit of the defaulting AllotPtee;
- xi. withhold and stop all other utilities and facilities (including generator etc.,) to the defaulting Flat Owner and his/her/its/ their employees, servants, visitors, guests, tenants, licensees and/or his/her/its/ their unit;
- xii. to demand and directly realise rent and/or other amounts becoming payable to the defaulting Flat Owner by the tenants or licensees or other occupant in respect of the unit of the defaulting PURCHASER.
- xiii. to display the name of the PURCHASER as a defaulter on the notice board of the Project.

PART- IV

SPECIFICATION

- **STRUCTURE:** The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the appropriate authority.
- **EXTERNAL FINISH:** Blending of water proof acrylic base paint and other decorative finish with cladding.
- **INTERIOR FINISH:** Smooth finish on walls with POP/Putty.
- **WALL:** Clay Brick / Concrete Block / AAC Block.
- **CORRIDOR / STAIRS:** Marble / Vitrified tile flooring.
- **LIFT LOBBY:** Flooring with Marble / Granite, Lift Facia with Granite Tiles.
- **UNIT FLOORING:** Vitrified tiles in living room, dining room, bedroom & balcony, anti-skid tiles in toilet and kitchen floors.
- **KITCHEN:** Counter with Granite slab and stainless steel sink; Ceramic tiles on wall 3 ft. above counter.
- **TOILETS:** Ceramic tiles upto door height, Sanitary Ware of reputed make viz. Hindware / Jaguar.



- **STAIR / BALCONY RAIL:** MS Steel railing with wooden handle.
- **WINDOWS:** Powder coated / anodized aluminum / UPVC window with glazing.
- **DOORS:**
 - Main Doors:** Decorative main door of reputed make with night latch and magic eye, with steel protective frame out side the main doors.
 - All internal doors:** Seasoned hard wood frames with flush core moulded shutters.
- **CP FITTING:** Jaquar or Equivalent.
- **Electrical:**
 1. Concealed copper wiring with semi modular switches.
 2. Provision for split A/C points in all bedrooms.
 3. Telephone point in living room.
 4. Cable TV point in living room and one bedroom.
 5. Internet points in Flat / living room.
 6. Washing machine point.
 7. Geyser points in bathrooms
 8. Exhaust fan points in bathrooms & Kitchen.
 9. Wall-hung fan points in Master Toilet and Kitchen.
- **DG Backup:** DG backup for lift & common service area; DG backup for bed rooms & living room having limited load (2 KVA) provided payment of consumption charges.
- **Elevators:** Automatic passenger elevator KONE or equivalent.
- **Security System:** CCTV installation, INTERCOM each flat.



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

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

Promoter :

(1) _____

(Authorized Signatory)

Please affix photograph and sign across the Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner/Land Owners :

Please affix photograph and sign across the Photograph

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____



DATED THIS _____ DAY OF _____ 2023

BETWEEN

**ASR PROJECTS AND VENTURES LLP
... PROMOTER/ DEVELOPER**

AND

**LT. COL. DILIP KUMAR MUKERJEE & 2 OTHERS
... OWNERS / LAND OWNERS**

AND

... ALLOTTEES/PURCHASERS

AGREEMENT FOR SALE

(Apartment / Unit No. _____ on the _____ Floor
in the Project "ADITRI ASHISH")

