

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made this the \_\_\_\_\_ day of \_\_\_\_\_ Two  
Thousand and Twenty-three (2023)

**BETWEEN**

**SMT. JHARNA THAKURTA, (PAN – ABSPT9996M), (Aadhaar No. 6800 6916 5649)**, wife of Late Bholu Pada Thakurta, by Faith – Hindu, by Occupation – Housewife, by Nationality – Indian, presently residing at 160, Manicktala Main Road, Bengal Chemical, B-4/2, Purbasha Housing Estate, Post Office & Police Station – Kankurgachi, Kolkata - 700 054, District : North 24-Parganas, residing at “Chandroday Bhawan”, Garia Gardens, Kolkata – 700 084, District – South 24-Parganas, hereinafter called and referred to as the **“OWNER/VENDOR”** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include her legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successor/ successors) of the **FIRST PART**. The **VENDOR** is hereby represented by her lawful Constituted Attorney namely **“BINAYAK GROUPS”, (PAN – AKNPM2537P)**, a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL, (PAN – AKNPM2537P), (Aadhaar No. 2225 3389 8869)**, son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, by virtue of a registered Development Agreement along with Developer Power of Attorney dated 18.12.2020, registered at D.S.R. - IV, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1604-2021, Pages from 6322 to 6367, Deed No. 160405525 for the year 2020

**AND**

**“BINAYAK GROUPS”, (PAN – AKNPM2537P)**, a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL, (PAN – AKNPM2537P), (Aadhaar No. 2225 3389 8869)**, son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, hereinafter called and referred to as the **“PROMOTER/DEVELOPER”** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **SECOND PART**

**AND**

(1) \_\_\_\_\_, (PAN – \_\_\_\_\_), (Aadhaar No. \_\_\_\_\_), son of \_\_\_\_\_, by Faith – \_\_\_\_\_, both by Occupation – \_\_\_\_\_, by Nationality – Indian, residing at \_\_\_\_\_, Post Office - \_\_\_\_\_, Police Station - \_\_\_\_\_, District – \_\_\_\_\_, Pin – \_\_\_\_\_, State - \_\_\_\_\_ and (2) \_\_\_\_\_, (PAN – \_\_\_\_\_), (Aadhaar No. \_\_\_\_\_), son of \_\_\_\_\_, by Faith – \_\_\_\_\_, both by Occupation – \_\_\_\_\_, by Nationality – Indian, residing at \_\_\_\_\_, Post Office - \_\_\_\_\_, Police Station - \_\_\_\_\_, District – \_\_\_\_\_, Pin – \_\_\_\_\_, State - \_\_\_\_\_, hereinafter jointly called and referred to as the **“PURCHASERS/ALLOTTEES”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, representatives, successors and assigns) of the **THIRD PART**.

The Promoter and Allottees shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

**DEFINITIONS:**

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

- a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016;
- b) “**Rules**” means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
- c) “**Regulations**” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) “**Section**” means a section of the said Act.

**WHEREAS** by a Deed of Conveyance bearing the date 14<sup>th</sup> July, 1978 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas, recorded in Book No. 1, Being No. 4092 for the year 1978 the previous Vendor/Society namely The Jadavpur Co-Operative Land and Housing Society Limited, registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at Jadavpur University, P.S. Jadavpur, Kolkata - 700032 in the District of South 24-Parganas hereinafter referred to as ‘**THE SAID SOCIETY**’ absolutely purchased for a valuable consideration mentioned therein from one Sunil Kumar Mitra and others the total land measuring an area of 10.93 Acres (Ten Acre Ninety three decimals) comprising in R.S. Dag Nos.83, 85, 87, 88, 89, 91, 131, 132, 135, 136 and 139, under Khatian No.101, J.L. No. 25, Touzi No. 56 situated in Mouza – Nayabad, in formerly Police Station – Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** by a further Deed of Conveyance dated 8<sup>th</sup> February, 1979, registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No. 1, Being No. 590 for the year 1979 ‘**THE SAID SOCIETY**’ absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring a further 10.93 Acres (Ten acres and Ninety three decimals) comprising in R.S. Dag Nos. 83, 85, 87, 81, 89, 91, 131, 132, 135, 136 and 139, under Khatian No. 101, J.L. No. 25, Touzi No. 56, in Mouza – Nayabad, in formerly Police Station – Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** by a further Deed of Conveyance bearing dated 3<sup>rd</sup> December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No.I, Being No. 5334 for the year 1979 ‘**THE SAID SOCIETY**’ absolutely purchased for a valuable consideration as mentioned therein from Ganesh Chandra Paramanik and others the total land measuring 1 (One) Bigha 11 (Eleven) Cottahs (0.53 ½ acres) comprising in Dag No. 139, J.L. No. 25, under Khatian No.90, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, under formerly Police Station – Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** by a further Deed of Conveyance bearing dated 3<sup>rd</sup> December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No. I, Being No. 5335 for the year 1979 ‘**THE SAID SOCIETY**’ further absolutely purchased for a valuable consideration as mentioned therein from Kubir Mondal and others the total land measuring 16 (Sixteen) Cottahs 8 (Eight) Chittacks (0.28 ½ acres) comprising in Dag No. 139, J.L. No. 25, under Khatian No. 90, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** by a further Deed of Conveyance bearing dated 3<sup>rd</sup> December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No. I, Being No. 5336 for the year 1979 '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Methor Bag and others the total land measuring more or less 3 (Three) Bighas (0.99 acres) comprising in Dag No. 196, J.L. No. 25, under Khatian No. 76, R.S. No. 3, Touzi No.56, Mouza – Nayabad, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** by a further Deed of Conveyance bearing date 21<sup>st</sup> December, 1979 and registered at the Office of the District Sub-Registrar, Alipore 24-Parganas and entered in Book No. 1, Being No. 6957 for the year 1979 '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.93 acres (Ten Acres Ninety three decimals) comprising in Dag No. 83, 135, under Khatian No. 101, R.S. No. 2, Touzi No. 56, Mouza – Nayabad, J.L. No. 25, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** by a further Deed of Conveyance bearing date 29<sup>th</sup> April, 1980 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas in Book No. 1, Being No. 3223 for the year 1980, '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.92 (Ten Acres Ninety Two decimals) comprising in Dag Nos. 83, 85, 87, 88, 89, 91, 131, 135, 136 and 139, J.L. No.25, under Khatian No. 101, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

**AND WHEREAS** thereafter '**THE SAID SOCIETY**' recorded its name with the office of the then J.L.R.O. Behala by order under Memo Nos. 2086, 2087 and 2089 dated 06.06.1980 as absolute owner of all the land measuring about 45.52 acres [137 (One hundred Thirty Seven) Bighas 5 (Five) Cottahs 7 (Seven) Chittacks and 31 (Thirty one) Sq.ft.] so purchased from the above mentioned parties and was thus seized and possessed of and/or otherwise well and sufficiently entitled to their absolute and indefeasible right and interest free from all encumbrances, liens, charges, lispensens, attachments and is in khas possession thereon.

**AND WHEREAS** in pursuance of the object of developing the area for residential purposes of the members, the said Jadavpur Co-Operative Land and Housing Society Limited effected improvements thereon by filling earth and making the same of uniform level laid out roads, passages and divided the area into several plots of different sizes and measurements for distribution among the members of '**THE SAID SOCIETY**'. The entire land on which the said plots have been so carved out is fully described in the First Schedule being **SCHEDULE 'A'** hereunder written.

**AND WHEREAS** pursuant to an application for membership of "**THE SAID SOCIETY**" made by the Purchaser Member i.e. the present **Owner/Vendor** herein, for obtaining a plot of land and agreeing to comply with the terms and conditions of the said **SOCIETY** for the demise thereof the Purchaser member i.e. the present **OWNER** herein was admitted as a member of The Jadavpur Co-Operative Land and Housing Society Limited on 06.04.1967 and the "Said Society" issued the necessary Share Certificate on 20.12.2006 separately in favour of the present **Owner/Vendor** herein namely **Smt. Jharna Thakurta**.

**AND WHEREAS** by a resolution dated 02.05.1987 it was decided by "**THE SAID SOCIETY**" to allot different plots of land to its different members by lottery and such lottery was held on 31.05.1987 whereby the Purchaser Member i.e. the present **Owner/Vendor** herein namely **Smt.**

**Jharna Thakurta**, was allotted the plot of land and hereinafter referred to as “**THE SAID PLOT**” and the said **Smt. Jharna Thakurta**, accepted the such lottery.

**AND WHEREAS** the present **Owner/Vendor** herein **Smt. Jharna Thakurta** as the Purchaser therein paid a sum of Rs.9,000/- (Rupees Nine Thousand) only as the full and final payment to “**THE SAID SOCIETY**” from time to time as required by “the said society” for allotment of the said plot in favour of him as the Member.

**AND WHEREAS** the present **Owner/Vendor** namely **Smt. Jharna Thakurta**, as the Purchaser took the inspection of the Scheme plan and also the said allotted plot and was satisfied herself as to size and condition thereof and also that the said consideration is the fair and reasonable purchase consideration thereof and the “**THE SAID SOCIETY**” after having received the full payment of the Sale consideration allotted the said plot to the present **Owner/Vendor** namely **Smt. Jharna Thakurta** being All That the Plot No. 21 (Phase-I) measuring more or less 3 (Three) Cottahs situated in Mouza – Nayabad, J.L. No. 25, comprising in R.S. Dag No. 132 (Part), under R.S. Khatian No.101, out of the total land as mentioned in the **SCHEDULE – A** below by a registered Deed of Conveyance dated 30<sup>th</sup> December, 1989 made between “the said society” therein referred to as the Vendor Society of the one part and the present **Owner/Vendor** herein namely **Smt. Jharna Thakurta**, therein referred to as the Purchaser member of the other part and registered with the office of District Sub-Registrar at Alipore South 24-Parganas and entered in Book No. 1, Volume No. I, at Pages 26 to 29, Being No. 7 for the year 1990, the said society for the consideration therein mentioned transferred its all right, title and interest in respect of the said plot of land to the said **Smt. Jharna Thakurta**, the present **Owner/Vendor** herein.

**AND WHEREAS** after purchase the present **Owner/Vendor** herein mutated and recorded her name in the record of K.M.C. in respect of her aforesaid purchased property known and numbered as K.M.C. Premises No. 2007, Nayabad, within K.M.C. Ward No.109, being Assessee No. 31-109-08-2007-6, under P.S. Purba Jadavpur, Kolkata – 700 099 and at present she is the absolute recorded Owner of the entire plot of land measuring an area of 3 (Three) Cottahs more or less togetherwith one tile shed measuring an area 100 (One hundred) Sq.ft. situated in Mouza – Nayabad, J.L. No. 25, comprising in R.S. Dag No. 132 (Part), under R.S. Khatian No.101, being Plot No. 21 (Phase-I), as more fully described in the **SCHEDULE – A** below

**AND WHEREAS** thereafter the present **Owner/Vendor** herein completed all the formalities as the member of The Jadavpur Co-Operative Land and Housing Society Limited hereinafter referred to as the “Said Society” and since Purchase the **Owner** herein is in physical possession of the said property which is free from all encumbrances.

**AND WHEREAS** while enjoying the aforesaid property peacefully the **Owner** herein being desirous to develop the said property known as K.M.C. Premises No. 2007, Nayabad, being Assessee No. 31-109-08-2007-6, within K.M.C. Ward No.109, under P.S. Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas by erecting a new Ground plus three storied residential-cum-commercial building with Lift facility thereon as per aforesaid sanction building plan to be sanctioned by The Kolkata Municipal Corporation, entered into a registered Development Agreement along with Developer Power of Attorney dated 18.12.2020, registered at D.S.R. - IV, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1604-2021, Pages from 6322 to 6367, Deed No. 160405525 for the year 2020, with the **Developer**, the Party of the **SECOND PART** herein and in the said registered Development Agreement along with Developer Power of Attorney the entire Developer’s Allocation and also the entire Owner’s Allocation have been properly described.

**AND WHEREAS** accordingly the **Developer** herein has taken sanction of a Ground plus Three storied Building Plan with Lift facility vide Building Permit No. 2020120450 dated 26.03.2021 duly sanctioned by The Kolkata Municipal Corporation Borough Office – XII.

**AND WHEREAS** subsequently the **Developer** sanctioned the building plan as partly Ground Plus Four storied as per prevailing building Rules of KMC vide sanctioned Building Permit No. 2022120131 dated 04.07.2022 from the K.M.C. Borough Office – XII and thus by virtue of mutual discussion between the **Owner** and the **Developer**, the Allocation of both the **Owner** and the **Developer** was altered and changed and the same has been established by virtue of a registered Supplementary Agreement alongwith Power of Attorney dated 08.09.2021, registered at D.S.R. - IV, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1604-2021, Pages from 285220 to 285246, Deed No. 160407866 for the year 2021 and now the **Developer** is developing the entire premises and erecting the building thereon as per aforesaid sanctioned building plan as well as the specification as annexed herein below.

**A.** The Said Land is earmarked for the purpose of building a residential Project comprising Ground Plus Four Storied building with lift facility apartment buildings and the said project shall be known as “**BINAYAK ASTRA**” with the object of using for apartments.

**B.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.

**C.** The Kolkata Municipal Corporation has granted the Commencement Certificate to develop the project bearing registration no/ Permit No. 2020120450 dated 26.03.2021 and Permit No. 2022120131 dated 04.07.2022 from the KMC.

**D.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building from The Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes the building over and above the sanctioned building but if do so then the Developer shall collect the Completion certificate from the competent Authority.

**E.** The Allottee has applied for an apartment in the Project on \_\_\_\_\_ and has been allotted **Apartment/Flat/Unit No. \_\_\_\_ having carpet area of \_\_\_\_ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area \_\_\_\_ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of \_\_\_\_ Square Feet** corresponding to total built up area of unit \_\_\_\_ **Square Feet** and corresponding to total **Super built up/Saleable area of \_\_\_\_ Square Feet more or less** on the \_\_\_\_\_ **Floor**, \_\_\_\_\_ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. \_\_** on the **Ground Floor** of the said building measuring an area of **120 Sq.ft.** more or less at “**BINAYAK ASTRA**” being **ALL THAT** piece and parcel of presently homestead land measuring net land area of **3 (Three) Cottahs more or less**, situated in **Mouza – Nayabad, J.L. No. 25, comprising in R.S. Dag No. 132 (Part), under R.S. Khatian No.101, being Plot No. 21 (Phase-I)**, within the limits of The Kolkata Municipal Corporation **Ward No. 109**, known as **K.M.C. Premises No. 2007, Nayabad**, being Assessee No. 31-109-08-2007-6, under P.S. Purba Jadavpur, Kolkata – 700 099, District : South 24-Parganas, as permissible under the applicable law and of pro-rata share in the common areas as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B).

**F.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :

- a.** The Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:
- b.** The Title of the Owner in respect of the Premises.
- c.** The Sanctioned Plans of the Buildings and further revised Sanctioned Plan in terms of the Act;
- d.** the Carpet Area of the Said Apartment;
- e.** The Specifications and common Portions of the Project; and
- f.** The respective rights interest and entitlements of the Owner and the Allottee under this Agreement for Sale.
- g.** 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;
- h.** 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.
- i.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said **Apartment/Flat/Unit No. \_\_\_\_ having carpet area of \_\_\_\_ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area \_\_\_\_ Square Feet excluded from total carpet area) aggregating to **net carpet area of \_\_\_\_ Square Feet** corresponding to total built up area of unit \_\_\_\_ Square Feet and corresponding to total **Super built up/Saleable area of \_\_\_\_ Square Feet more or less** on the \_\_\_\_ Floor, \_\_\_\_\_ side of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. \_\_** on the **Ground Floor** of the said building measuring an area of **120 Sq.ft.** more or less at **“BINAYAK ASTRA”**.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other goods 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 Allottee and the Allottee hereby agrees to purchase, the Apartment.

**1.2** The Total Price for the Apartment based on the Super built up/Saleable area measuring more or less about \_\_\_\_ Sq. ft. is **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) only.**

Apartment No. ____ Floor – ____ Floor, _____ Side Total Carpet Area including exclusive Balcony area - ____ Sq.ft. and total Super built up/Saleable area - ____ Sq.ft. more or less	<b>Rate of Apartment per Square Feet of Super built up/Saleable area:</b> <b>Rs. _____ /-</b>
Cost of the Apartment including exclusive Balcony or Verandah areas	<b>Rs. _____ /-</b>
Cost of exclusive Open Terrace	<b>Rs. N.A.</b>
Preferential Location Charges	<b>Rs. N. A.</b>

Cost of Car Park No. ____	Rs. _____ /-
Total Consideration for the Apartment including Car Park	Rs. _____ /-
GST @ __ %	Rs. _____ /-

More fully mention in Para-I of the Payment Plan (Schedule-C) hereinafter.

**1.3** In addition to the above all other payments shall be payable by the Allottee as mentioned in Payment Plan, part-II to part IV (Schedule-C)

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

The Allottee shall make all the payments as per the payment plan set out in **Schedule ‘C’ (“Payment Plan”)**.

**1.5** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities for the respective unit/s described herein at Schedule ‘D’ and Schedule ‘E’ in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such additions or alterations as may be required by the Allottee, or such minor changes or alteration if permitted under the provisions of the Act as well as the Promoter may make addition or alteration in the building after taking necessary permission from the competent authority and in that case no such written consent is required from the Allottee.

**1.6** The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule ‘C’. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

**1.7** Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below :

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other



occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the Association of Allottees after its formation and duly obtaining the completion certificate/occupancy certificate from the competent authority as provided in the Act.

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and Plumbing, finishing with Paint, Marbles, Tiles, Doors, Windows, Fire detection and Fire fighting equipment in the common areas (if required by the Concerned Building Plan Sanction Authority), maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment as the case may be. (prior to take concern from developer).

**1.8** It is made clear by the Promoter and the Allottee agrees that the Apartment along with covered/open/mechanical parking space shall be treated as a single indivisible unit for all purposes. The Developer/ Promoter can extend his Project keeping in view to use the land and all the amenities and facilities of the said Project.

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

**1.10** The Allottee has paid a sum of **Rs. \_\_\_\_\_** /- (**Rupees \_\_\_\_\_** ) **only** being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (Schedule 'C') as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (through A/C. Payee cheque/demand draft/ bankers cheque or online payment) in favour of **BINAYAK GROUPS** payable at Kolkata.

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

**3.1** The Allottee, if resident outside India, shall be sole responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India act, 1934 and the Rules and Regulations made there under or any statutory amendments/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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

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

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

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, subject to force major as describe in 7.1. Similarly, the Allottee shall pay all accounts payable as per payment Plan (Schedule-C) as and when due & demanded.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications as mentioned in different Schedule [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 Municipality 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. At the time of work if it

is found that there is any practical (may be technical) obstruction regarding the process of construction work, the Promoter/Developer shall be at liberty to make addition/alteration of the Proposed Plan or work of construction for the benefit of the Project.

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

**7.1 Schedule for possession** of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, of the project in place within \_\_\_\_\_, 2023 with a grace period of further six months 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” as mentioned in Cl.7.1). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate. 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 after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be after the issuance of the Completion Certificate for the project. The Promoter shall hand over the Occupancy Certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same. It is pertinent to mention that in case any allottee place a written proposal for registration of Deed of Conveyance in his favour of the under constructed area then the same shall be registered in his name but the Completion/Occupancy Certificate shall be handed over later after completion of the project.

**7.3 Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment 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 to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.1 such Allottee shall continue to be liable to pay interest on due payments and maintenance charges as specified in para 7.2.

**7.4 Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas of Allottee or the Competent Authority, as the case may be.

**7.5 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the Booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 60 days of such cancellation. The

Allottee/s shall bear the cost of the Registration of Agreement for Sale and Deed of Conveyance and Cancellation of Agreement for Sale, if required at the cost of the Purchaser/Allottees. Agreement for Sale and/or Deed of Conveyance shall be prepared by the Advocate to be appointed by the Promoter/Developer.

**7.6 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 provision 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 (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; 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, including compensation if any in the manner as provided under the Act within forty-five days of it becoming due.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project for Residential Purpose.
- (iii) There are no encumbrances upon the said land or the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

(ix) The Promoter Confirm that the Promoter is fully Authorized and not restricted to construct and use their Land only for residential purpose for which shall have no objection and/or can arise any disputes therefore for such purpose at any point of time for ever if the same is in accordance with the Act.

(x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Allottees or the Competent Authority, as the case may be.

(xi) 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.

(xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Completion Certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be.

(xiii) 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.

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

**9.1** 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 to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Occupation Certificate and Completion Certificate, as the case may be has been issued by the Competent Authority.
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

**9.2** In case of Default by 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 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, within forty-five days of receiving the termination notice.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the payment plan Schedule 'C' 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 prescribed in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (Three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

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

The Promoter on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be to the allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee.

**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 Allottees upon the issuance of the Completion Certificate of the project. In case the common amenities are in future used by the other phases of the said project in such case both the phase Association shall share the cost of maintenances of the common amenities with the other societies of the other phases as per area proportionate ratio or any other manner the societies shall deem fit and proper.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) 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, the Promoter shall take steps 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Apartment Units by the Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building

Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Building.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise with a view to set right any defect.

**14. USAGE:**

Use of Service Areas : The Allottee shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked for the specific purpose and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services. However, if the common service areas are used by the allottees of other phases then all the allottees of all the societies of all the phases of the project in future shall abide by the rules for use of the service areas common to all the allottees of the different phases as well as the that of the extended projects.

**15. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

**15.1** Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in goods 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 damage or jeopardized.

**15.2** That Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

**15.3** 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.

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

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that he has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority (ies) and disclosed, except for any additional construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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.

**19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and registered with West Bengal Real Estate (Regulation and Development) Rules, 2021. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

**20. 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, Registering Authority as and when intimated by the Promoter. If the Allottee(s) fails execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or do not appear before concerned the Sub-Registrar/Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default and 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.

**21. 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, as the case may be.

**22. RIGHT TO AMEND:**

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



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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. If the Allottees want to nominate to any third party other than the actual legal heir/s then the Allottees shall pay an amount @ 5% to the Promoter upon consideration amount.

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

**24.1** 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 [Annexure C] 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.

**24.2** Failure on the part of the Parties 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.

**25. SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total Carpet area of all the Apartment in the Project.

**27. 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.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed 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 Kolkata after the Agreement is

duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the District Court, Alipore and Hon'ble High Court at Calcutta.

**29. NOTICES:**

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

**ALLOTTEES :**

(1) \_\_\_\_\_ , (PAN – \_\_\_\_\_ ), (Aadhaar No. \_\_\_\_\_ ), son of \_\_\_\_\_ , by Faith – \_\_\_\_\_ , both by Occupation – \_\_\_\_\_ , by Nationality – Indian, residing at \_\_\_\_\_ , Post Office - \_\_\_\_\_ , Police Station - \_\_\_\_\_ , District – \_\_\_\_\_ , Pin – \_\_\_\_\_ , State - \_\_\_\_\_ and (2) \_\_\_\_\_ , (PAN – \_\_\_\_\_ ), (Aadhaar No. \_\_\_\_\_ ), son of \_\_\_\_\_ , by Faith – \_\_\_\_\_ , both by Occupation – \_\_\_\_\_ , by Nationality – Indian, residing at \_\_\_\_\_ , Post Office - \_\_\_\_\_ , Police Station - \_\_\_\_\_ , District – \_\_\_\_\_ , Pin – \_\_\_\_\_ , State - \_\_\_\_\_ .

**PROMOTER:**

“**BINAYAK GROUPS**”, a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL**, son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas. 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.

**30. 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 be considered as properly served on all the Allottees.

**31. SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the said Apartment prior to the execution and registration of this Agreement for Sale shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder unless agreed between the parties. The General Terms and Conditions (GTC ) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement.

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996.

**34. DISCLOSURE:** There are no other terms and conditions as per the contractual understanding between the parties and are not in derogation of or inconsistent with the terms and conditions set out above or the Act and Rules and Regulations made thereunder.

**THE SCHEDULE - 'A' ABOVE REFERRED TO  
(DESCRIPTION OF THE ENTIRE LAND WITH BUILDING)**

**ALL THAT** piece and parcel of presently homestead land measuring net land area of **3 (Three) Cottahs more or less** whereon a new partly Ground plus Four storied building with lift facility is standing under name and style “**BINAYAK ASTRA**” erected as per sanction building Permit No. 2020120450 dated 26.03.2021 and thereafter Building Permit No. 2022120131 dated 04.07.2022 duly sanctioned by The Kolkata Municipal Corporation Borough Office – XII, and the said land and property is situated in **Mouza – Nayabad, J.L. No. 25, comprising in R.S. Dag No. 132 (Part), under R.S. Khatian No.101, being Plot No. 21 (Phase-I)**, within the limits of The Kolkata Municipal Corporation **Ward No. 109**, known as **K.M.C. Premises No. 2007, Nayabad**, being Assessee No. 31-109-08-2007-6, under P.S. Purba Jadavpur, Kolkata – 700 099, District : South 24-Parganas and the entire property is butted and bounded by:

<u>ON THE NORTH</u>	:	Land of Scheme Plot No. 20 ;
<u>ON THE SOUTH</u>	:	Land of Scheme Plot No. 22;
<u>ON THE EAST</u>	:	40 ft. wide K.M.C. Road ;
<u>ON THE WEST</u>	:	Land of Scheme Plot Nos. 7 & 8.

**SCHEDULE 'B' ABOVE REFERRED TO  
DESCRIPTION OF THE APARTMENT AND COVERED PARKING**

**ALL THAT** piece and parcel of one residential **Apartment/Flat/Unit No. \_\_\_\_ having carpet area of \_\_\_\_ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area \_\_\_\_ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of \_\_\_\_ Square Feet** corresponding to total built up area of unit \_\_\_\_ **Square Feet** and corresponding to total **Super built up/Saleable area of \_\_\_\_ Square Feet more or less** on the \_\_\_\_ **Floor**, \_\_\_\_\_ **side** of the building and the flat is consisting of ..... Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. \_\_** on the **Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less at “**BINAYAK ASTRA**” and also together with proportionate undivided share of land measuring an area of **3 (Three) Cottahs more or less**, situated in **Mouza – Nayabad, J.L. No. 25**,

comprising in R.S. Dag No. 132 (Part), under R.S. Khatian No.101, being Plot No. 21 (Phase-I), and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **SCHEDULE 'E'** hereunder written and the proposed flat together with Car Parking Space is situated within presently Police Station - Purba Jadavpur, under The Kolkata Municipal Corporation **Ward No.109**, in **K.M.C. Premises No. 2007, Nayabad, Kolkata – 700 099**, District – South 24-Parganas as described in the **SCHEDULE “A”** above and the sold Flat together with Car Parking Space is shown in the annexed Plan by Red border line.

**SCHEDULE ‘C’**  
**PAYMENT PLAN**  
**PART-I**

**TOTAL AGREED CONSIDERATION Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) only** and Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment. Goods & Service Tax Registration Number 19AKNPM2537P1ZD.

**Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.**

**TOTAL CONSIDERATION Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) only shall be payable as per following manner:**

**Schedule of payment**

<u>Time</u>	:	<u>Amount (in Rs.)</u>	<u>GST (in Rs.)</u>
Booking money	:		
Before execution of this Agreement	:		
On foundation	:		
On 1st floor casting	:		
On 2nd floor casting	:		
On 3rd floor casting	:		
On 4th floor casting	:		
During brick works of the flat	:		
During inside & outside plaster of the flat	:		
During flooring work	:		
On finishing/possession/Registration	:		
	<b>Total</b>		

## PART – II

All payments under Installment Payment Plan [**IPP**] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest will be applicable as per Rules 17 Chapter V of West Bengal RERA Rule, 2021 shall be charged. In case payment is not made for consecutive three months from the demand date then the booking shall be cancelled and the Company shall deduct Booking amount and the interest liabilities plus applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon. The refund amount shall not include the GST amount paid along with consideration.

All payments received after due date will be first applied towards applicable interest (as per Rule 17 of WB-RERA Rule 2021) and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

## PART – III

The “**Promoter**” shall endeavour to construct the said Apartment and make the same ready for delivering the possession thereof not later than \_\_\_\_\_, **2023** and a grace period of further 6 months subject to force majeure and/or reasons beyond the control of the “**Promoter**” in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

## PART – IV

### **Section A: Additional Payments payable wholly by the Allottee**

(a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottee.

(b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, penalty, interest, Commissioning charges or any other levy, if any, that may be imposed or payable in this regard at any time. Legal Charges shall be paid prior to Registration/signing of Agreement for Sale and Legal charges for Registration of Deed of Conveyance shall also be paid prior to registration of Deed. The apartment shall be sold on the basis of carpet area by the Developer but prevailing requirements of the registration offices may require the stamp duty to be calculated on the basis of super built area and the purchaser shall be required to pay the stamp duty as may assessed irrespective of the super built area. The Advocate appointed by **OWNER/DEVELOPER** shall take steps to have the Deed of Conveyance registered before the Registering Authorities upon request for the same being made by the Promoter.

(c) Charges levied by the “**Promoter**” for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

(d) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.

(e) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**Section B: Additional Payments payable proportionately by the Allottee to the Promoter are all additional/inclusive of the chargeable area**

**Proportionate share of costs charges and expenses as detailed as under are all proportionately additional/inclusive of the chargeable area :**

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.
- (b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment are all inclusive of the chargeable area.
- (c) Installation of security system for the common portions are all inclusive of the chargeable area.
- (d) Legal fee payable to Promoter, if any is not inclusive in the agreed Flat consideration.
- (e) Club and amenities / facilities.

**PART – V**

Additional consideration payable to the “Promoter” in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the “Promoter”. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. On the other hand in case there be any decrease in Carpet Area of the said Apartment after construction being made and the measurement being certified by the “Promoter”. Such cost shall be calculated at the same rate at which the Agreed Consideration has been computed and refunded to the Allottee.

**SCHEDULE ‘D’**  
**SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE**  
**APARTMENT**

**All Civil work as per I.S.I. standard.**

1. Entire Floor will be fitted with Floor Tiles in inside of flat.
2. Sal wood frame in door.
3. Factory made phenol bonded ply flush door shutter in door.
4. M.S. Grill and Aluminum with glass fitted Window (full open).
5. Putty in wall.
6. Weather coat paints (Asian paint/Berger) in outside wall.
7. Synthetic enamel paint in doors & windows grill (Asian paint/Berger).
8. Colour glazed tiles (8”x12”) in W.C. and toilets upto 6 ft. height and 3 ft. height in kitchen.
9. Black stone on kitchen platform.
10. Steel sink in kitchen.
11. Concealed electrical & water supply line.
12. Verandah railing up to window seal height with glass fittings.

13. White vitreous commode, pan, and basin of Hindware/Parryware.
14. Main door one side Teak finishes with necessary fittings.
15. Leak and heat proof PATISTON on the roof with a coat of SIKALATEX and 3'-0" high parapet wall will be provided all around the roof.
16. ESSCO Mark plumbing fittings.
17. Two Nos. gate in boundary wall for easy access.
18. Lift shall be installed.
19. P.V.C. overhead water tank (heat proof).

**ELECTRICAL SPECIFICATION OF FLAT**

1. Bed Room - 2 Light points, 1 Fan point, 2 Plug point, 1 A.C. point in master bed room.
2. Drawing/Dining - 2 Light points, 1/2 Fan point, 1 Plug point, 1 Cable point, 1 Plug point (15 amp.), 1 Calling Bell point.
3. Kitchen - 1 Light point, 1 Plug point (15 amp.), 1 Exhaust Fan point.
4. Toilet - 1 Light point, 1 Geyser point, 1 Exhaust Fan point.
5. W.C. - 1 Light point, 1 Exhaust Fan point.
6. Verandah - 1 Light Point.
7. Flat wise separate Main Switch.

It is noted that if any extra work is done out of the said specification by the Purchasers, for such extra work, the Purchasers shall pay the necessary cost to the Promoter/Developer.

**SCHEDULE 'E' ABOVE REFERRED TO  
(COMMON RIGHTS AND SERVICES)**

1. All stair-cases on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor (Fourth Floor) vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Lift of the building and Fourth Floor Roof of the building is for the purpose of common services.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electric meter space and vacant roof for the purpose of services.
8. Electricity service and electricity main line wirings and common and electric meter space and lighting.
9. Drainages and sewerages and drive way.
10. Boundary walls and main gate and parapet wall on the Fourth Floor roof.

11. Such other common parts, equipments, installations, fixtures, and fittings and open spaces in or about the said building.
12. Vacant space of the ground floor and Caretakers room and toilet.
13. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.

**SCHEDULE – ‘F’ ABOVE REFERRED TO**  
**(RESTRICTIONS)**

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement on entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction thereon or part thereof and shall Keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
2. The Purchaser shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
3. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as near as may be in which the same was previously decorated.
4. The Purchaser shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the Purchaser shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
5. The Purchaser shall permit the Owner and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Owner to the Purchaser.
6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof
8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.



9. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.
10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
11. Not to use the allocated car parking space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, if any, and shall use the pathways as would be decided by the Owner.
13. Not to commit or permit to be committed any waste or to remove or after the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
14. Not to install any generator without permission in writing of the Owner.
15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance To the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchaser in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

**THE SCHEDULE "G" ABOVE REFERRED TO**  
**(MAINTENANCE /COMMON EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.

4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owner may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
16. The Purchase maintenance and renewal of fire fighting appliances and the common equipment as the Owner may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.

18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Holding Organisation it is reasonable to provide.

**IN WITNESS WHEREOF** the Parties hereto put their respective hand and seal this indenture here at Kolkata on the day, month and year first above written.

WITNESS:

1.

As lawful Constituted Attorney of Smt. Jharna Thakurta, the Owner/Vendor herein.

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SIGNATURE OF THE FIRST PART/  
OWNER/VENDOR

2.

1.

2.

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SIGNATURE OF THE SECOND PART/  
ALLOTTEES/PURCHASERS

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SIGNATURE OF THE PROMOTER/  
DEVELOPER/CONFIRMING PARTY

**MEMO OF CONSIDERATION**

**RECEIVED** the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only as earnest or part consideration sum out of total consideration price of **Rs. \_\_\_\_\_ /-** (**Rupees \_\_\_\_\_**) **only** from the within mentioned **PURCHASERS** against the within mentioned **Apartment/Flat/Unit No. \_\_\_** on the \_\_\_\_\_ **Floor**, \_\_\_\_\_ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. \_\_** on the **Ground Floor** of the said building being Part of **K.M.C. Premises No. 2007, Nayabad, within Ward No. 109, Kolkata - 700 099**, District – South 24-Parganas, in the manner followings :-

Sl. No.	Cheque No.	Date	Name of the Bank & Branch	Amount (Rs.)

\_\_\_\_\_  
**TOTAL : Rs.**  
\_\_\_\_\_

(Total Rupees \_\_\_\_\_ )

**WITNESS :**

1.

\_\_\_\_\_  
SIGNATURE OF THE SECOND PART/  
PROMOTER/DEVELOPER

2.

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DATED THIS	DAY OF	2023
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BETWEEN

SMT. JHARNA THAKURTA

FIRST PART/OWNER/VENDOR

AND

BINAYAK GROUPS

SECOND PART/DEVELOPER/  
CONFIRMING PARTY

AND

1. \_\_\_\_\_  
2. \_\_\_\_\_

THIRD  
PART/PURCHASERS

**AGREEMENT FOR SALE**

Premises No. 2007, Nayabad,  
Kolkata - 700 099.

