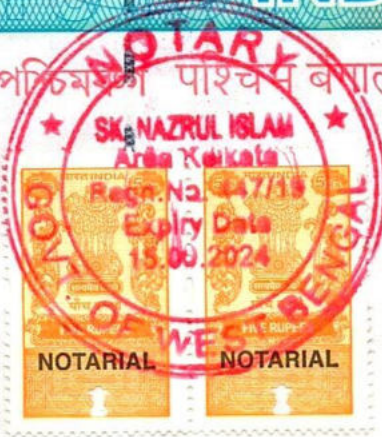


SL No. 42



पश्चिम बंगाल WEST BENGAL



96AB 910588

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made this.....day of ....., in the year 2024.



**BETWEEN**

29 JUL 2024

ArijitBhar

UNITE REALTOR

Partner Partner

day



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(1) **SRI DEBASISH BHUR** (PAN-AEBPB6808G), son of Late Krishna Kishore Bhur, by Faith-Hindu, by Occupation-Retired, by Nationality - Indian, (2) **SRI SUBHASISH BHUR** (PAN-ADHPB8016D), son of Late Krishna Kishore Bhur, by Faith-Hindu, by Occupation- Service, by Nationality - Indian, both are residing at 24B, Shyampukur Street, P.S. Shyampukur, P.O. Shyambazar, Kolkata-700004 and (3) **SRI RANENDRA NATH BHUR** (PAN-ADVPB6301P), son of Late Phanindra Nath Bhur, by Faith-Hindu, by Occupation-Retired, by Nationality - Indian, residing at 24A, Shyampukur Street, P.S. Shyampukur, P.O. Shyambazar, Kolkata-700004, hereinafter jointly called and referred to as the "**LAND OWNERS/FIRST PARTY**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the '**FIRST PART**'. The owners are represented by their Constituted Attorneys.

**AND**

**UNITE REALTOR** (PAN-AAFFU5029A), a Partnership Firm having its registered office at 25/B, Ganendra Mitra Lane, P.S. Shyampukur, Kolkata-700004, represented by (1) **SRI SUBHASH BARUA** (PAN-AXDPB1198C), son of Late Sudutta Barua, by faith -

UNITE REALTOR  
Asijit Barua  
Partner  
Subhash Barua  
Partner

29 JUL 2024



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Hindu, by occupation – Business, by Nationality-Indian, residence at 32, Shyampukur Street, P.S. Shyampukur, Kolkata-700004, (2) **SRI ARIJIT BHAR** (PAN-APYPB0117N), son of Tarun Kumar Bhar, by faith – Hindu, by occupation – Business, by Nationality-Indian, residence at 25/B, Ganendra Mitra Lane, P.S. Shyampukur, Kolkata-700004, hereinafter referred to as the “**DEVELOPER/ SECOND PARTY**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successor-in-office and assigns) of the ‘**SECOND PART**’.

**AND**

**Sri**..... (PAN : .....) Son of ....., by faith : ....., by Nationality : Indian, by Occupation : ....., residing at ....., hereinafter referred to as the “**PURCHASERS**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ‘**THIRD PART**’.

**AND WHEREAS** the present owners have decided to develop the multi storeyed building on the said plot of land hereinafter referred to as the

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Arijit Bhara Partner  
Sanku Bhara Partner



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"said property" which is morefully and particularly described in the Schedule 'A' below;

**AND WHEREAS** the said owners have decided to develop the multistoried building on the said plot of lands being **ALL THAT** two storied brick built dwelling house together with land area 3 Cottah 13 sq. ft. more or less lying and situated at Premises No.24A, Shyampukur Street, Kolkata-700004, in KMC Ward No.10, be the same a little more or less hereinafter referred to as the "said property" which is morefully and particularly described in the Schedule 'A' below and as such all the owners have entered into registered Development Agreement on 14.10.2020 vide Book No.I, Volume No.1904-2020, Pages 274904 to 274953, being No.04699 for the year 2020 registered before ARA-IV, Kolkata with the developer and also on the same date executed registered Development Power of Attorney vide Book No.I, Volume No.1904-2020, Pages 274687 to 274721, being No.04713 for the year 2020 registered before ARA-IV, Kolkata in favour of the said developer;

**AND WHEREAS** the party of the second part has agreed to undertake the full responsibility of the construction strictly according to the plan to be sanctioned by the **Kolkata Municipal Corporation**;

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*Arijit Bhar*  
Partner

*Sudesh Kumar*  
Partner



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**AND WHEREAS** the said owners through the developer have applied for a sanctioned building plan from the Kolkata Municipal Corporation to construct a new residential building on the said premises and accordingly Kolkata Municipal Corporation sanctioned the building permit No. 2023020021 dated 12.06.2023 under Borough-II.

**AND WHEREAS** after obtaining the said sanctioned plan from the Kolkata Municipal Corporation the Owner/Vendor duly started through the developer, construction of the new building on the said premises and which is still running in progress.

**AND WHEREAS** the PURCHASER has inspected the documents produced before her and became satisfied with the title of the owners and developer in respect of the said premises 24A, Shyampukur Street, Kolkata-700004, in KMC Ward No.10, which is morefully and particularly described in the Schedule "A" hereunder written.

**AND WHEREAS** the PURCHASER has approached to the developer to purchase the self contained flat on the ..... floor, which will be used for residential purpose having super built up area of ..... square feet more or less of the said premises hereinafter referred to as

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Partner

*[Signature]*  
Partner



the "said flat" which is more fully stated in the Schedule "B" hereunder written, under Kolkata Municipal Corporation together with undivided impartible land in proportion together with common parts and facilities and the said flat which is more fully and particularly described in the Schedule "C" hereunder written.

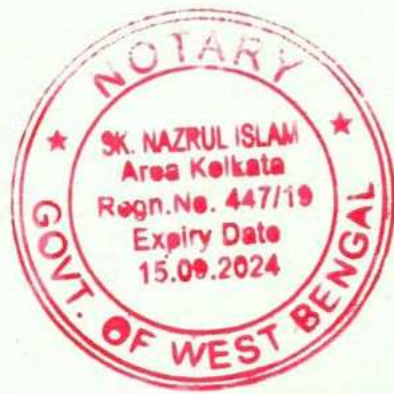
**AND WHEREAS** the Vendor/developer has agreed to sell and the PURCHASER has agreed to purchase the self contained flat on the ..... **floor**, of the building which will be used for residential purpose having super built up area of ..... square feet more or less for total consideration price of Rs...../- (Rupees.....) only according to the following terms and conditions.

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

**1. TERMS**

Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to

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Arijit Bhar Partner  
Sudhakar Kumar Partner



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purchase, the Flat, as specified in paragraph H; The Total Price for the FLAT is Rs:..... i.e. (Rupees..... Only)

Block no..... Flat no..... Type..... Floor.....

Carpet Area.....square feet, Super Built-up Area.....square feet.

Explanation: (i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Flat (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer up to the date of handing over the possession of the FLAT provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the Developer shall be increased/reduced based on such change/modification; (iii) The Developer shall periodically intimate to Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective; (iv) The Total Price above does not include stamp duty, registration charges, lawyer fees, maintenance charges any extra work charges and all other incidental and legal expenses etc.; (v) The total price of Flat includes pro rata share in the Common Areas;

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

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Azijit Bhattacharya  
Partner

Sudip Kumar  
Partner



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letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Flat booked, in Schedule 'E' (Specifications of the Flat), as the case may be, without the previous written consent of the Allottee. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee or such changes or alterations as per provisions of the Act.

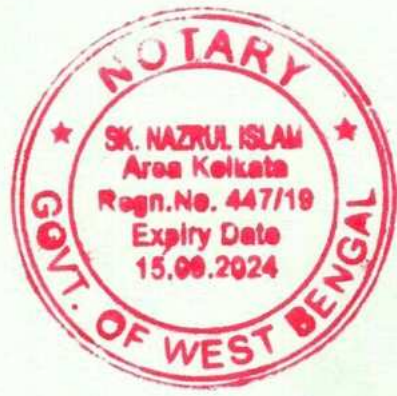
The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1 of this Agreement.

Subject to Clause 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below :-

- (i) The Allottee shall have exclusive ownership of the Flat.

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Arijit Bhava Partner  
Partner





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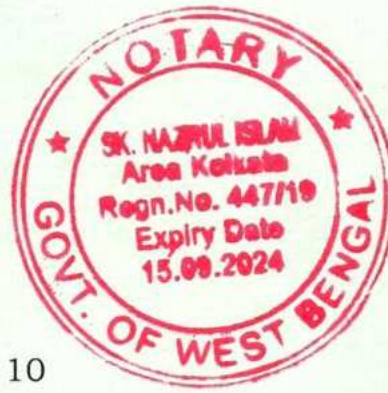
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of allottees;
- (iii) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Allottee agrees that the Flat 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 Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Flat Ownership Act, 1972.

The Developer agrees to pay all outgoings before transferring the physical possession of the Flat to the Allottees, which it has collected from the

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Arijit Bhargava Partner  
Sudhakar Kumar Partner



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Allottees, for the payment of outgoings only till the date of physical possession is ready to transfer, as and when notified by the Developer, (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 Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Flat to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person. The Developer will not be liable for any outgoings for which the liability is created or related to the date after completion of the Project.

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

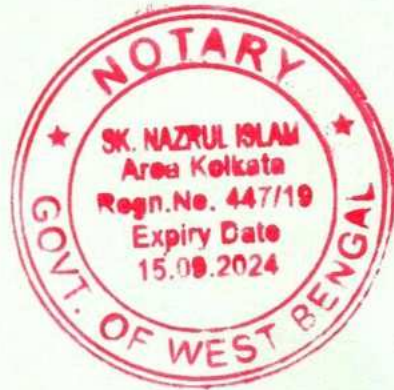
## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favor of "M/s. UNITE REALTOR" payable at Kolkata.

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s)

**UNITE REALTOR**  
*Asijit Bhava* *Sudhakar Banerjee*  
Partner Partner



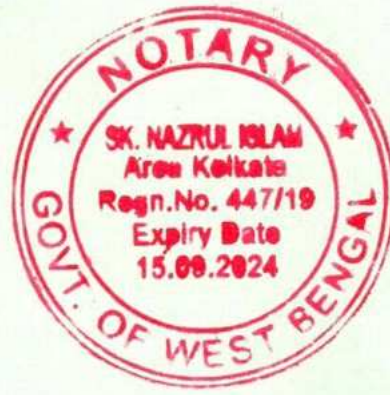
made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be Liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

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

UNITE REALTOR  
Arijit Bhar  
Partner  
Sudhakar Banerjee  
Partner



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

Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the Completion Certificate or both, as the case may be, as and when granted by the competent authority. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Schedule C ("Payment Plan").

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

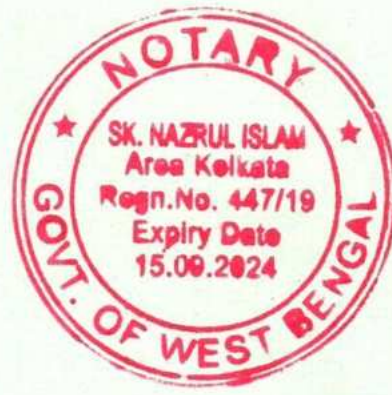
The Allottee has seen the specifications of the Flat and accepted the Payment Plan, floor plans, a layout plan which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the present West Bengal Housing Laws, and shall not have an option to make any variation/alteration/modification in such plans, other than after taking approval from the Competent and Regulatory Authorities. If the Developer intends to develop buildings in any adjoining land and land of the said Project and merge the common areas, facilities and amenities of the new buildings on the adjacent land with the said Project after taking approval from the Competent and Regulatory Authorities, and the Allottee agrees to not have any objection with this kind of merger and amalgamation.

#### **7. POSSESSION OF THE FLAT**

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Arijit Bhar  
Partner

*[Signature]*  
Partner



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**Schedule for possession of the said Flat :** The Developer agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Flat by December. 2025 , 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"). An additional six (6) months of grace period from the above mentioned date is allowed to the Developer to hand over the Flat (that is till June, 2025). If, however, the completion of the Project is delayed due to Force Majeure conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due Force Majeure conditions, then the allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment in respect of the said Flat, if applicable, within 45 days from that date without any interest charges. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from a-ll its obligations and liabilities under this Agreement.

**Procedure for taking possession -** The Developer, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Flat, 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 Developer shall give possession of the Flat to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as

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Sudhakar Bose Partner



determined by the Developer/association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing after receiving the occupancy certificate of the Project.

**Failure of Allottee to take Possession of Flat :** Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat 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 from the date of such intimation.

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

**Cancellation by Allottee -** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act : Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Developer 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 Developer to the allottee within 45 days of such cancellation. The Allottee must give a written confirmation to the Developer for any cancellation.

**Compensation -** The Developer shall compensate the Allottee in case of any 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

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Anijit Bhar Partner  
Sanku Bhunia Partner



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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 Developer fails to complete or is unable to give possession of the Flat (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; the Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, 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 Developer 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 Flat.

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

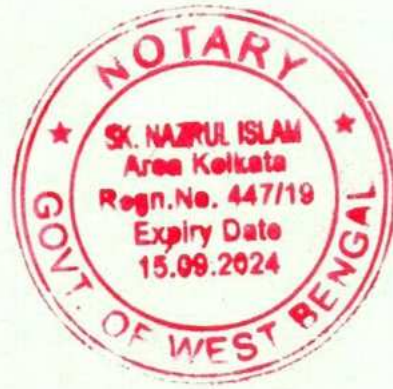
The Developer hereby represents and warrants to the Allottee as follows :

- (i) The Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Flat];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and flat are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to

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*Arijit Bhara*  
Partner

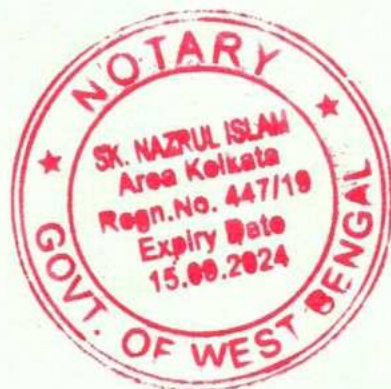
*Sudhakar Kumar*  
Partner



- be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
  - (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;
  - (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
  - (ix) At the time of execution of the Conveyance of Deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee and the common areas to the Association of the Allottees;
  - (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
  - (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities until the physical handover of the project;
  - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project;
  - (xiii) That the property is not waqf property.

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Arijit Bhara Partner  
Sudhakar Kumar Partner





### 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Developer fails to provide ready to move in possession of the Flat to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

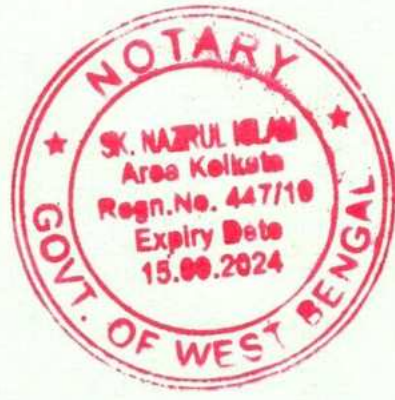
- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rule, for every month of delay till the handing over of the possession of the Flat.

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 two consecutive demands within fifteen (15) days of each demand made by the

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*Arijit Bhar* *Sanku Bhattacharya*  
Partner Partner



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

- (ii) In case of Default by Allottee under the condition listed above continues beyond two consecutive demands and after notice from the Developer in this regard, the Developer shall cancel the allotment of the [Flat/ 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 FLAT**

The Developer, on receipt of complete amount of the Price of, under the Agreement from the Allottee, shall execute a convey the title of the [Flat] together with share in the Common Areas within 3 (three) months from occupancy certificate\*. However, in case the Allottee stamp duty, registration charges and all other incidental etc. so demanded within the period mentioned in the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer/Registrar/competent authority 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 authorities).

#### **11. MAINTENANCE OF THE SAID BUILDING/FLAT/PROJECT**

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been excluded in the Total Price of the Flat, and shall be paid separately at the time of giving possession. The Maintenance Charges will be Rs. 2.5 (rupees two and fifty paise) per square foot of super build up area of the Flat, and

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Arijit Bhawan Partner  
S. K. Nazrul Islam Partner



can be increased by the Developer/Association of Allottees, when formed, at the time of or after giving Possession of the said Flat. Non-payment or, late, payment of maintenance charges by the allottees will attract penalty charges along with the due amount, which shall be reasonable and decided by the Developer/ Association of Allottees, when formed.

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

The Allottee hereby agrees to purchase the Flat on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the developer or the association of allottees (or the maintenance agency appointed by it) and also subject to 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 or the Developer from time to time.

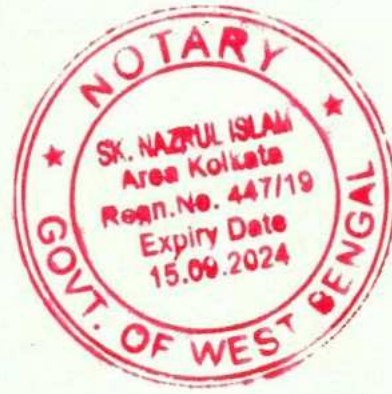
**13. RIGHT TO ENTER THE FLAT FOR REPAIRS**

The Developer/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency/Developer to enter into the Flat 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 service areas as located within the Project, shall be earmarked for purposes such services including : all boundary walls and main gate, space for letter boxes in the lobby on the ground floor or near the stair case, water pump, water tank, water pipes and other common plumbing installations, electric wiring and safety chambers,

UNITE REALTOR  
Arijit Bhara Partner  
Sudhish Kumar Partner

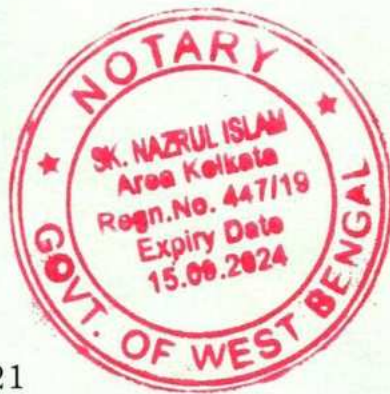


drains, sewers and pipes from the building to the corporation drains; and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT:**

The Allottee shall, after taking possession, be solely responsible to maintain the Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity 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 Flat 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 Flat. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be

UNITE REALTOR  
 Arijit Bhargava Partner  
 Partner



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responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a Flat 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 Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat/ at his/ her own cost.

#### **17. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Developer executes this Agreement, he shall mortgage or create a charge on the [Flat /Plot / Building] and if 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 [Flat/ Plot/Building].

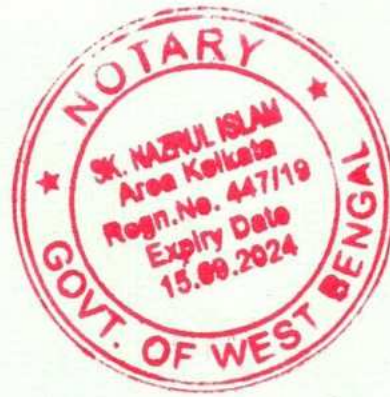
#### **18. FLAT OWNERSHIP ACT**

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

#### **19. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the Allottee and secondly, appears for

UNITE REALTOR  
Arijit Bhar Partner  
Sankha Kumar Partner



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registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 15 (fifteen 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 Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith excluding the booking amount shall be returned to the Allottee without any interest or compensation whatsoever, but after deducting the interest charges for late payment, if any.

## **20. ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/ plot/building, as the case may be.

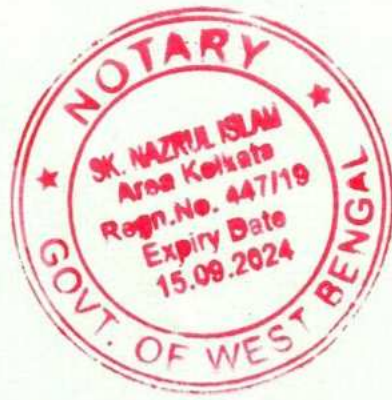
## **21. RIGHT TO AMEND**

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

## **22. 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 Flat, in case of a

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Aniljit Bhowmik Partner  
Sudhakar Bhowmik Partner



transfer, as the said obligations go along with the Flat for all intents and purposes.

### **23. WAIVER NOT A LIMITATION TO ENFORCE**

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottees. Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

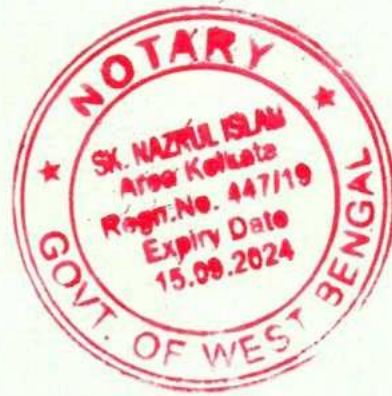
### **24. SEVERABILITY**

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 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 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.

### **25. 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 super built up area of the Flat bears to the total super built up area of all the Flats in the Project.

UNITE REALTOR  
Amijit Bbar Partner  
Partner



**26. 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.

**27. PLACE OF EXDCUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office or at some other place, which may be mutually agreed between the Developer and the Allottee.

**24. NOTICES**

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

Name of Allottee.....

Allottee Address.....

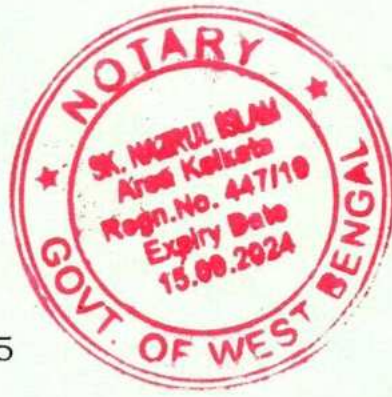
Developer's name : MESSRS UNITE REALTOR

Developer's address : 25/B, Ganendra Mitra Lane, P.S.- Shyampukur, Kolkata - 700004

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

UNITE REALTOR  
Anijit Bhattacharya Partner  
Sankar Kumar Partner





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### 29. JOINT ALLOTTEES

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

### 30. 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.

### 31. DISPUTERESOLUTION

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.

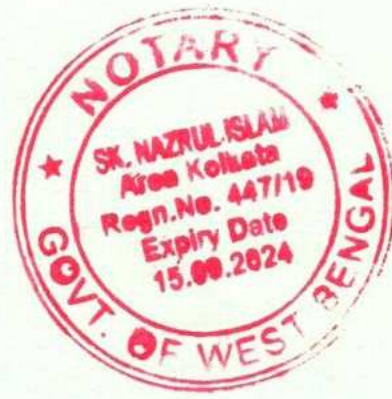
### THE SCHEDULE "A" REFERRED TO ABOVE:

**ALL THAT** under construction building together with land area 3 Cottah 13 sq. ft. more or less lying and situated at Premises No.24A, Shyampukur Street, Kolkata-700004, in KMC Ward No.10, as is where is basis, which is butted and bounded in the manner following :-

- ON THE NORTH** : By Northern portion of 22, Shyampukur Street i.e. 24A, Shyampukur Street.
- ON THE SOUTH** : By 1, Naba Kumar Raha Lane.
- ON THE EAST** : By 24/1A, 24/1B & 24/1C, Shyampukur Street.
- ON THE WEST** : By 23, Shyampukur Street;

### THE SCHEDULE "B" REFERRED TO ABOVE:

UNITE REALTOR  
Arijit Bhar Partner  
Sankar Kumar Bhunia Partner



(The said Flat from the developer allocation)

**ALL THAT** one self contained residential flat on the ..... floor, having super built up area of ..... square feet more or less consisting of two Bed Rooms, one Kitchen and one Toilet with proportionate share or interest in the land of Premises No.24A, Shyampukur Street, Kolkata-700004, in KMC Ward No.10, P.S. Shyampukur as mentioned in the Schedule "A" together with right to use and enjoy all common parts, portions and amenities of the said building.

**THE SCHEDULE "C" ABOVE REFERRED TO**  
**(PARTICULARS OF COMMON AREAS AND FACILITIES)**

1. All boundary walls and main gate;
2. Space for letter boxes in the lobby on the ground floor or near the stair case.
3. Staircase and landing on all floors.
4. Lift along with lift room.
5. Common entrance passage and ultimate Roof along with other co-owners.
6. Water pump, Water tank, water pipes and other common plumbing installations;
7. Electric wiring and safety chambers;
8. Drains, Sewers and pipes from the building to the corporation drains;
9. Such other common parts, areas equipments, installations, fixtures fittings and spaces on or about the said residential apartments area necessary for the user and occupancy of the flat/unit in common and as specified by the flat owner's association to the common part.

**THE SCHEDULE "D" ABOVE REFERRED TO**  
**(PROPORTIONATE EXPENSES FOR COMMON AREAS AMENITIES**  
**AND FACILITIES)**

**UNITE REALTOR**  
Anil Bhargava Partner      Subhojit Kumar Partner



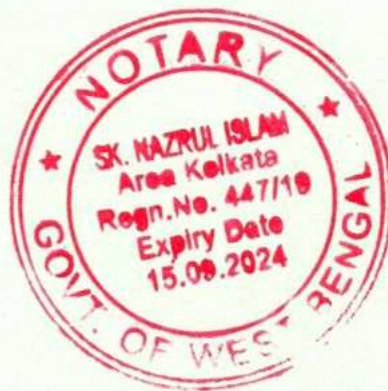
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1. Undivided proportionate share in the foundation footing columns, beams, supports, exterior avails of the said building, side or interior land bearing walls, concrete floor, slab, roof slab and all concrete ceiling and in the said building.
2. Stair cases with landing passages, entrance with all fittings and fixtures and open spaces around the said buildings.
3. Water pump, water tank at the roof, water pipes, fittings and installations and other common plumbing installations.
4. Electric and sanitary lines pipes leading wiring fittings fixtures and installation both underground and overhead in the said building but excluding those that are installed inside the said flat and exclusively meant for the said flat.
5. All the above common areas, amenities and facilities will be available to the owner/Vendor subject to the proportionate payment by all the flat owner of all outgoings and expenses for other service in the said building for use and enjoyment of the PURCHASERS.
6. The expenses of maintaining repairing, redecorating of the main structure and top floor roof, rain water pipes, roof top shade, water pumps, electric installation use in common by the owner of the flats the said entrance passage landing and staircases, compounds terrace, water motor water tank etc. lift and its accessories.
7. The cost or cleaning and lighting the passages, landing Staircases and other parts of the said building including the open space.
8. The cost of decoration repairing and painting the exterior of the said building.

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Arijit Bhara  
Partner

*[Signature]*  
Partner



9. The salaries of clerks, lift man, darwans, sweepers, electrician, pump operator other service and maintenance staffs etc.
10. The Kolkata Municipal Corporation and other taxes.
11. The cost of water or electric meter and/or any deposit or electricity charges for common rights, water pumps etc.
12. Service, maintenance and repair charges of pump and motor and lift.
13. Such other capital or recurring expenses as are necessary or incidental for the maintenance and upkeep of the said building open spaces and all other amenities of common nature to be enjoyed by the Owner/Vendor with the PURCHASERS or occupants of the other flats in the said building.

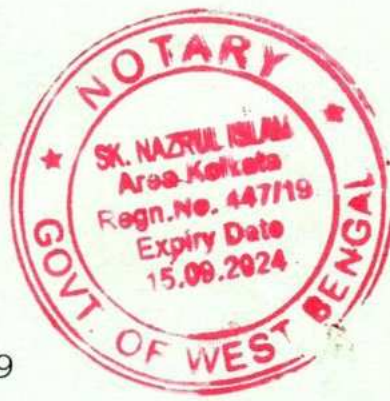
**THE SCHEDULE "E" ABOVE REFERRED TO**

**(Specification of constructions)**

**(Details of construction of building/flat/unit)**

- 1) **STRUCTURE** : Building Designed with R.C.C. frame structure rests on individual column foundation as per structural design approved by the competent Authority.
- 2) **EXTERNAL WALL** : 8" thick brick wall and Plastered with Cement Mortar.
- 3) **INTERNAL WALL** : 5" or 3" thick brick wall and Plastered with Cement Mortar.
- 4) **FLOORING** : All the Flooring will be 2' x 2' vitrified tiles or marble with 3" to 4" skirting, including Kitchen & Toilet, geyser line in common bath room.
- 5) **DADO** : The Toilet dado upto 6' height with Glazed Tiles of Standard brand.

**UNITE REALTOR**  
 Arjit Bhargava Partner      Subhojit Kumar Partner

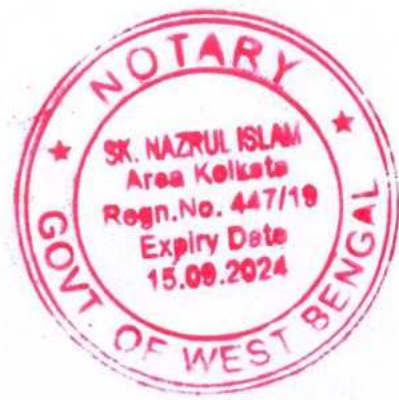


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- 6) **KITCHEN** : Cooking platform of granite will be on black stone and one S. S. Sink and 2 feet 0 inch height colour Glazed Tiles above the platform to protect the oil spot. one C.P. bib cocks point will be provided.
- 7) **TOILET** : One Anglo-Indian/English type commode with P.V.C. cistern in toilet Parryware/ Hindustan or equivalent. In each toilet two C.P. Bid Cocks point, one shower point will be provided. One hand basin in dining space, toilet doors will be of PVC make.
- 8) **DOORS** : All doors frame of good quality Wood and flash type door sunmica fittings and Peephole in main entrance door. Anodized tower bolt in all doors.
- 9) **WINDOW** : Aluminum frame with fitted by glass and M.S. Grill.
- 10) **SANITARY SYSTEM** :- Complete with standard PVC pipe (supreme brand) of inside and P.V.C. Pipe of outside fittings.
- 11) **ELECTRIC WORKS** :-
  - (a) Full concealed wiring with copper conduct.
  - (b) In bed rooms three light points, one 5 amp plug point and one fan point and one A/C point in only one bed room.
  - (c) In dinning/Living Room four light points, one fan point, one 5 amp. plug point, one 15 amp plug point and a T.V. point.
  - (d) Kitchen - Two light point, one exhaust fan point and one 15 amp. plug point.
  - (e) Toilet - One light point, One exhaust fan point in each toilet and 15 amp. Plug point in one bathroom.
  - (f) Verandah - One light point.
  - (g) One light point on top of the basin.
  - (h) One light point at out of the main entrance.
  - (i) One calling bell point at the main entrance.
  - (j) Provision of A.C. electric line in one bed room.
  - (k) One light point inside the loft.
- 12) **PAINTING**: Inside wall of the Flat will be putty work and external wall with Snowchem or equivalent.

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Asijit Bhara Partner  
Sanku Kumar Partner



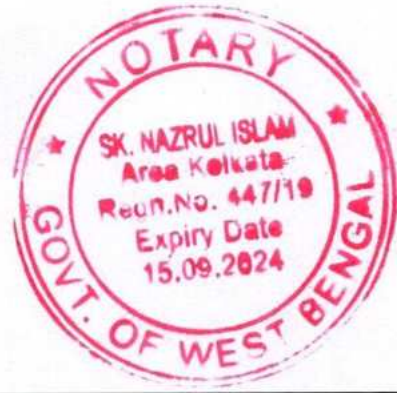
- 13) **Erection of Boundary wall fittings with Grill Gate.**
- 14) **COMMON SERVICE AND UTILITIES AREA** : One water pump, one over head water Tank, common Passages, Roof and Terrace, Stair and stair case, common passage, main electric Meter, Electric wiring, Drainage and sewer, one water tap from over head to ground floor, columns, beams walls and others to be decided by the Party of the second part from time to time.
- 15) Provided roof top shed constructed by Iron Structure of entire roof with PVC type sheet with water channel.
- 16) **EXTRA WORKS** : Any extra work other than our standard specification shall be charged extra as such amount shall be Deposited before the execution of such work to the Party of the Third Part.

**MEMO OF CONSIDERATION**

**RECEIVED** on and from within named PURCHASERS a sum of Rs...../- (Rupees.....) only as part consideration out of full and final settled consideration price Rs...../- (Rupees ..... only) in respect of the second schedule property, by within named vendor as per memo below :

Date	Cheque No./Cash	Bank	Amount (Rs.)

**UNITE REALTOR**  
*Arijit Bhara* Partner  
*Sudhakar Kumar* Partner




**WITNESSES :**

1.

2.

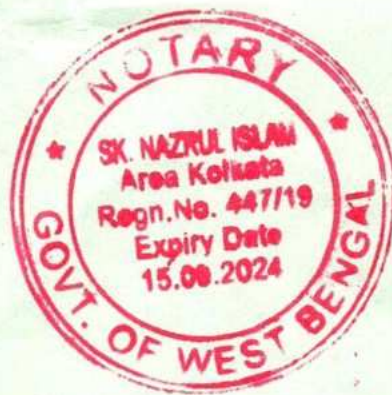
**UNITE REALTOR**

Asijit Bhav *Sudhakar Kumar*  
Partner Partner

**SIGNATURE OF THE DEVELOPER**

**UNITE REALTOR**

Asijit Bhav *Sudhakar Kumar*  
Partner Partner

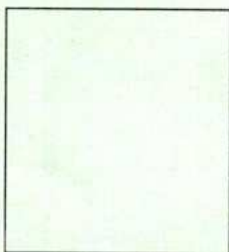


IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED**

Allotee : (including joint buyers)

(1)



(Name : \_\_\_\_\_  
At Kolkata on \_\_\_\_\_ in the presence of:

SIGNATURE OF THE OWNERS  
Through their Constituted Attorney

*Subhash Barua*  
*Arijit Bhar*

SUBHASH BARUA  
ARIJIT BHAR  
Partners of  
Unite Realtor  
As Constituted Attorney of  
DEBASISH BHUR  
SUBHASISH BHUR  
RANENDRA NATH BHUR

Signature  
Date

**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED**

Developer: (Authorised Signatory)



UNITE REALTOR

Partner

*Arijit Bhar*

Partner

Name :

Arijit Bhar



UNITE REALTOR

Partner

*Subhash Barua*

Partner

Name :

Subhash Barua

WITNESSES :

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

*Chaitali Chatterjee*

Drafted by me :  
Chaitali Chatterjee  
Advocate  
City Civil Court, Calcutta.  
Enrolment No. WB-703 of 2006.

Signatures of the Executants  
are Attested on the Identification  
of the Advocate

*SK Nazrul Islam*  
Notary

SK Nazrul Islam  
Notary, Govt. of W.B.  
Regn. No. 447/19  
City Civil Court, Calcutta

29 JUL 2024