

**THIS AGREEMENT FOR SALE ("Agreement")** executed on this day of Two thousand Twenty-Four (2024),

**BY AND BETWEEN**

**(1) SMT. VINITA KABRA,** wife of Sri Vikash Kabra, having **PAN No.AKGPK7818L, Voter ID No.XOY1354356 and Aadhaar No.5034 1777 8302,** by Religion - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at P-243, Lake Town, Block - B, 2nd Floor, P.O.- Lake Town, Police Station - Lake Town, Kolkata - 700 089, in the District of North-24-Parganas, West Bengal, **(2) SMT. NITU KABRA,** wife of Late Prakash Kabra, having **PAN No.AGHPK2521K, Voter ID No.XOY2039287 and Aadhaar No.6164 4312 1196,** by Religion - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at P-1A, Lake Town, Block - B, P.O.- Lake Town, Police Station - Lake Town, Kolkata - 700 089, in the District of North-24-Parganas, West Bengal, AND **(3) SMT. MANISHA KIYAL,** wife of Sri Manish Kiyal, having **PAN No.AFWPA1425L, Voter ID No.XOY1187897 and Aadhaar No.5154 5396 6754,** by Religion - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at Lake Town Complex, Block - F, 3rd Floor, 862, Jessore Road, P.O.- Bangur Avenue, Police Station - Lake Town, Kolkata - 700055, in the District of North-24-Parganas, West Bengal, hereinafter jointly called the **"OWNERS/VENDORS"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **FIRST PART.**

**AND**

**K K DEVELOPERS,** a partnership firm registered under the Indian Partnership Act, 1932, having **PAN No. ABAFK4400D,** having its principal place of business at P-245, Lake Town, Block - B, P.O. - Lake Town, Police Station - Lake Town, Kolkata - 700089, in the District of North-24-Parganas, West Bengal, represented by its authorized partners namely; **(1) SRI MAHESH KUMAR KABRA,** son of Late Brij Mohan Kabra, **PAN No. AFJPK8398B, Voter ID No. WB/21/142/156574 and AADHAAR No. 3098 0089 2757,** by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at P-1A, Lake Town, Block - B, Post Office - Lake Town, Police Station - Lake Town, Kolkata - 700089,

in the District of North-24-Parganas, West Bengal, **(2) SRI MANISH KIYAL**, son of Sri Shyam Sundar Kiyal, **PAN No. AKCPK5452A, Voter ID No. XOY2646719, and AADHAAR No. 2706 5964 5758**, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 'Lake Town Complex', Block - F, Third Floor, 862, Jessore Road, Post Office - Bangur Avenue, Police Station - Lake Town, Kolkata - 700055, in the District of North-24-Parganas, West Bengal, hereinafter referred to as the **"PROMOTER/DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART.**

**AND**

[If the Allottee is a company]

....., (CIN no. ....) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at ....., (PAN .....), represented by its authorized signatory, ....., (Aadhar no. ....) duly authorized vide board resolution dated ....., hereinafter referred to as the **"ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

**[OR]**

[If the Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at ....., (PAN .....), represented by its authorized partner, ....., (Aadhar no. ....) authorized vide ....., hereinafter referred to as the **"ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors,

administrators and permitted assignees, including those of the respective partners).

**[OR]**

[If the Allottee is an Individual]

Mr./Ms. ...., (Aadhar no. ....)  
son/daughter of ....., aged about ....., residing  
at ....., (PAN  
.....), hereinafter called the **"ALLOTTEE"** (which  
expression shall unless repugnant to the context or meaning thereof be deemed  
to mean and include his/her heirs, executors, administrators, successors-in-  
interest and permitted assignees).

**[OR]**

[If the Allottee is a HUF]

Mr. ...., (Aadhar no. ....) son of  
..... aged about ..... for self and as the Karta of the Hindu Joint  
Mitakshara Family known as HUF, having its place of business/residence at  
....., (PAN .....),  
hereinafter referred to as the **"ALLOTTEE"** (which expression shall unless  
repugnant to the context or meaning thereof be deemed to include his heirs,  
representatives, executors, administrators, successors-in-interest and permitted  
assigns as well as the members of the said HUF, their heirs, executors,  
administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

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

**INTERPRETATIONS/DEFINITIONS:**

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

- a. "Act" means the West Bengal Housing Industry Regulation Act 2017,  
(West Ben. Act XLI of 2017).
- b. "Rules" means the West Bengal Housing Industry Regulation Rules 2018  
made under the West Bengal Estate Regulation Act 2017.

- c. "Regulation" means the Regulations made under the West Bengal Real Estate Regulation Act 2017.
- d. "Section" means a section of the Act.

**WHEREAS**

- A. By an Indenture dated 11th day of June, 1959, registered at the office of the Sub-Registrar Cossipore Dum Dum, and recorded in Book No. I, Volume No. 71, Pages 101 to 107, Being No. 4703 for the year 1959, The Amalgamated Development Limited, the Vendor therein, sold, conveyed and transferred the property being ALL THAT piece or parcel of Bastu land, measuring an area 03 (three) Cottahs 06 (six) Chittaks 29 (twenty nine) Square feet be the same a little more or less, lying and situated at Plot/Premises No.194/1, Bangur Avenue, Block - B, Police Station - Dum Dum, in Mouza - Krishnapur, J.L. No.17, Re.Sa. No.180, Touzi No.228 and 229, comprised in C.S. Dag No.1305/1328 under Khatian No.834, within the jurisdiction of the South Dum Dum Municipality, in the District of 24-Parganas, morefully and particularly described in the Schedule - 'A' thereunder written, unto Anukul Chandra Biswas, the purchaser therein, at or for the valuable consideration mentioned thereunder.
- B. After the said purchase, Sri Anukul Chandra Biswas, duly mutated his property and registered his name in the records of the South Dum Dum Municipality and obtained a Municipal Holding No. 522, Bangur Avenue, Block - B.
- C. The said Anukul Chandra Biswas, died intestate on 23rd day of December, 1963, leaving behind him surviving his widow namely, Smt. Amiya Biswas and two sons namely, Sri Sukumar Biswas and Sri Jayanta Biswas and only married daughter namely, Smt. Swapna Neogie, as his only legal heirs, heiress and successors in respect of the said property and they became the co-owners of the property left by the said Anukul Chandra Biswas, according to Hindu Succession Act, 1956, as amended up to date.
- D. After obtaining the said property, by way of inheritance, the said Smt. Amiya Biswas, Sri Sukumar Biswas, Sri Jayanta Biswas and Smt. Swapna Neogie, became the co-owners and thus well seized and possessed of or otherwise well and sufficiently entitled to the property being ALL THAT

piece or parcel of Bastu land, measuring an area 03 (three) Cottahs 06 (six) Chittaks 29 (twenty nine) Square feet be the same a little more or less, lying and situate at Plot/Premises No. 194/1, Bangur Avenue, Block - B, Holding No. 522, Bangur Avenue, Block - B, Police Station - Dum Dum, in Mouza - Krishnapur at present Shyamnagar, J.L. No. 17, Re.Sa. No. 180, Touzi No. 228 and 229, comprised in C.S. Dag No. 1305/1328 under Khatian No. 834, within the jurisdiction of the South Dum Dum Municipality, in the District of 24-Parganas.

- E. by an Indenture dated 10th day of April, 1974, registered at the office of the Registrar of Assurances, Kolkata, and recorded in Book No. I, Volume No. 111, Page Nos. 177 to 188, as Being No. 2214 for the year 1974, the said Smt. Amiya Biswas, Sri Sukumar Biswas, Sri Jayanta Biswas and Smt. Swapna Neogie, the Vendors therein, jointly sold, conveyed and transferred the property being ALL THAT piece or parcel of Bastu land, measuring an area 03 (three) Cottahs 06 (six) Chittaks 29 (twenty nine) Square feet be the same a little more or less, togetherwith pucca brick built boundary walls on the North, East and West of the said plot lying and situated at Plot/Premises No. 194/1, Bangur Avenue, Block - B, Holding No. 522, Bangur Avenue, Block - B, Police Station - Dum Dum, in Mouza - Krishnapur at present Shyamnagar, J.L. No. 17, Re.Sa. No. 180, Touzi No. 228 and 229, comprised in C.S. Dag No. 1305/1328 under Khatian No. 834, within the jurisdiction of the South Dum Dum Municipality, in the District of 24-Parganas, morefully and particularly described in the Schedule thereunder written, unto Sri Profulla Kanti Bose and Smt. Kamala Bose, described as the Purchasers therein, at or for the consideration as mentioned therein.
- F. After the said purchase, Sri Profulla Kanti Bose and Smt. Kamala Bose, duly mutated their property and registered their names in the records of the South Dum Dum Municipality and obtained a renumbered Municipal Holding No. 820, Bangur Avenue, Block - B, in fact and subsequently constructed a partly two storied building upon the said plot of land as per sanction plan No. 150 dated 19-08-1974 from the South Dum Dum Municipality.

- G. The said Sri Profulla Kanti Bose and Smt. Kamala Bose, became the joint owners and thus well seized and possessed of or otherwise well and sufficiently entitled to the property being ALL THAT old and dilapidated partly two storied brick built messuage and/or residential house standing thereon measuring an area 1500 (one thousand five hundred) square feet more or less togetherwith piece or parcel of Bastu land, measuring an area 03 (three) Cottahs 06 (six) Chittaks 29 (twenty nine) Square feet be the same a little more or less, lying and situated at Premises No. 194/1, Bangur Avenue, Block - B, Holding No. 820 (formerly 522), Bangur Avenue, Block - B, Police Station - Lake Town (formerly Dum Dum), in Mouza - Shyamnagar, J.L. No. 17, Re.Sa. No. 180, Touzi No. 228 and 229, comprised in C.S. Dag No. 1305/1328 under Khatian No. 834, within the jurisdiction of the South Dum Dum Municipality, in the District of North-24-Parganas (formerly 24-Parganas).
- H. The said Kamala Bose, died intestate on 31st day of December, 1999, leaving behind surviving her widower namely, Sri Profulla Kanti Bose and two sons namely, Sri Tushar Kanti Bose and Sri Subhra Kanti Bose, as her only legal heirs and successors in respect of her undivided one equal half part or share in the said property and they became the co-owners of the share in property left by the said Kamala Bose, according to Hindu Succession Act, 1956, as amended up to date. [Be it noted that Sri Profulla Kanti Bose became the owner of undivided  $\frac{2}{3}$ rd (two-third) part or share in the property; and Sri Tushar Kanti Bose became the owner of undivided  $\frac{1}{6}$ th (one-sixth) part or share in the property; and Sri Subhra Kanti Bose became the owner of undivided  $\frac{1}{6}$ th (one-sixth) part or share in the property].
- I. The said Profulla Kanti Bose, died intestate on 03rd day of December, 2007, leaving behind him surviving his two sons namely, Sri Tushar Kanti Bose and Sri Subhra Kanti Bose, as his only legal heirs and successors in respect of his undivided  $\frac{2}{3}$ rd (two-third) part or share in the said property and they became the joint owners of the property left by the said Profulla Kanti Bose, according to Hindu Succession Act, 1956, as amended

up to date. [Be it noted that each of them became the undivided one equal half part or share in the aforesaid property].

- J. After obtaining the said property, by way of inheritance, the said Sri Tushar Kanti Bose and Sri Subhra Kanti Bose, jointly mutated their property and registered their names in the records of the South Dum Dum Municipality and obtained a renumbered Municipal Holding No. 1500, Bangur Avenue, Block - B, Ward No. 29, in fact.
- K. the said Sri Tushar Kanti Bose and Sri Subhra Kanti Bose, became the co-owners and thus well seized and possessed of or otherwise well and sufficiently entitled to the property being ALL THAT old and dilapidated partly two storied brick built messuage and/or residential house standing thereon measuring an area 1500 (one thousand five hundred) square feet more or less togetherwith piece or parcel of Bastu land, measuring an area 03 (three) Cottahs 06 (six) Chittaks 29 (twenty nine) Square feet be the same a little more or less, lying and situated at Premises No. 194/1, Bangur Avenue, Block - B, Kolkata - 700055, Holding No. 1500 (formerly 820), Bangur Avenue, Block - B, Police Station - Lake Town, in Mouza - Shyamnagar, J.L. No. 32/20 (formerly 17), Re.Sa. No. 180, Touzi No. 228 and 229, comprised in C.S. Dag No. 1305/1328 under Khatian No. 834, in Ward No. 29, within the jurisdiction of the South Dum Dum Municipality, in the District of North-24-Parganas.
- L. By a Deed of Conveyance dated 24th day of October, 2008, registered at the office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, recorded in Book No. I, Volume No. 12, Pages 9726 to 9739, Being No. 12888 for the year 2008, the said Sri Tushar Kanti Bose and Sri Subhra Kanti Bose, the Vendors therein, jointly sold, conveyed and transferred the property being ALL THAT old and dilapidated partly two storied brick built messuage and/or residential house standing thereon measuring an area 1500 (one thousand five hundred) square feet more or less togetherwith piece or parcel of Bastu land, measuring an area 03 (three) Cottahs 06 (six) Chittaks 29 (twenty nine) Square feet be the same a little more or less, lying and situated at Premises No. 194/1, Bangur Avenue, Block - B, Kolkata - 700055, Holding No. 1500 (formerly

820), Bangur Avenue, Block - B, Police Station - Lake Town, in Mouza - Shyamnagar, J.L. No. 32/20, Re.Sa. No. 180, Touzi No. 228 and 229, comprised in C.S. Dag No. 1305/1328 under Khatian No. 834, in Ward No. 29, within the jurisdiction of the South Dum Dum Municipality, in the District of North-24-Parganas, morefully and particularly described in the Schedule thereunder written, unto Smt. Sanjula Holani, the purchaser therein, at or for the valuable consideration mentioned thereunder.

- M. After the said purchase, the said Smt. Sanjula Holani, duly mutated her property and registered her name in the records of the South Dum Dum Municipality and obtained a Municipal Holding No. 1500, Bangur Avenue, Block - B, Ward No. 29, in fact.
- N. The said Smt. Sanjula Holani, became the sole and absolute owner and thus seized and possessed of or otherwise well and sufficiently entitled to the property being ALL THAT old and dilapidated partly two storied brick built messuage and/or residential house standing thereon measuring an area 1500 (one thousand five hundred) square feet more or less in the forms of - 1000 (one thousand) square feet more or less on the Ground floor; and 500 (five hundred) square feet more or less on the First floor, togetherwith piece or parcel of Bastu land, measuring an area 03 (three) Cottahs 06 (six) Chittaks 29 (twenty nine) Square feet be the same a little more or less, lying and situated at Premises No. 194/1, Bangur Avenue, Block - B, Kolkata - 700055, Holding No. 1500, Bangur Avenue, Block - B, Police Station - Lake Town, in Mouza - Shyamnagar, J.L. No. 32/20, Re.Sa. No. 180, Touzi No. 228 and 229, comprised in C.S. Dag No. 1305/1328 under Khatian No. 834, in Ward No. 29, within the jurisdiction of the South Dum Dum Municipality, in the District of North-24-Parganas.
- O. The said Smt. Sanjula Holani, applied for sanction of the building plan before the South Dum Dum Municipality vide Plan No. 847 dated 31-03-2021, for construction of a new multi-storied building upon the said premises, but the then Vendor due to paucity of funds could not pay the fees required for the said sanction and thereafter decided to sell the property along with the said plan.



- P. By a Deed of Conveyance dated 28th day of April, 2023, registered at the office of the District Sub-Registrar - II, North-24-Parganas, Barasat, recorded in Book No. I, Volume No. 1502-2023, Page Nos. 92421 to 92455, as Being No. 150203270 for the year 2023, Smt. Sanjula Holani, described therein as the vendor, sold, conveyed and transferred the property being ALL THAT old and dilapidated partly two storied brick built messuage and/or residential house standing thereon measuring an area 1500 (one thousand five hundred) square feet more or less in the forms of - 1000 (one thousand) square feet more or less on the Ground floor (cemented floor); and 500 (five hundred) square feet more or less on the First floor (cemented floor), togetherwith piece or parcel of Bastu land, measuring an area 03 (three) Cottahs 06 (six) Chittaks 29 (twenty nine) Square feet be the same a little more or less, lying and situated at Premises No. 194/1, Bangur Avenue, Block - B, Kolkata - 700055, Holding No. 1500, Bangur Avenue, Block - B, Police Station - Lake Town, in Mouza - Shyamnagar, J.L. No. 32/20, Re.Sa. No. 180, Touzi No. 228 and 229, comprised in C.S./R.S. Dag No. 1305/1328 under C.S./R.S. Khatian No. 834, in Ward No. 29, within the jurisdiction of the South Dum Dum Municipality, within the jurisdiction of Additional District Sub-Registrar Bidghannagar, Salt Lake City, in the District of North-24-Parganas, alongwith the building plan for construction of a multistoried building after demolishing the existing structure on the said premises, morefully and particularly described in the Schedule thereunder written, unto Smt. Vinita Kabra, Smt. Nitu Kabra and Smt. Manisha Kiyal, described therein as the Purchasers, at or for consideration mentioned therein.
- Q. After the said purchase, Smt. Vinita Kabra, Smt. Nitu Kabra and Smt. Manisha Kiyal, the Owners herein, duly mutated their property and registered their names in the records of the South Dum Dum Municipality being Municipal Holding No. 1500, Bangur Avenue, Ward No. 29, in fact and thereafter the Owners herein paid a fees for the sanctioned building plan to the said South Dum Dum Municipality.
- R. The said Smt. Vinita Kabra, Smt. Nitu Kabra and Smt. Manisha Kiyal, the Vendors herein, jointly became the co-owners and thus well seized and

possessed of or otherwise well and sufficiently entitled to the property being ALL THAT old and dilapidated partly two storied brick built messuage and/or residential house standing thereon measuring an area 1500 (one thousand five hundred) square feet more or less in the forms of - 1000 (one thousand) square feet more or less on the Ground floor (cemented floor); and 500 (five hundred) square feet more or less on the First floor (cemented floor), togetherwith piece or parcel of land measuring an area 03 (three) Cottahs 06 (six) Chittaks 29 (twenty nine) Square feet be the same a little more or less, lying and situated at Premises No. 194/1, Bangur Avenue, Block - B, Kolkata - 700055, Holding No. 1500, Bangur Avenue, Block - B, Police Station - Lake Town, in Mouza - Shyamnagar, J.L. No. 32/20, Re.Sa. No. 180, Touzi No. 228 and 229, comprised in C.S./R.S. Dag No. 1305/1328 under C.S./R.S. Khatian No. 834, in Ward No. 29, within the jurisdiction of the South Dum Dum Municipality, within the jurisdiction of Additional District Sub-Registrar Bidghannagar, Salt Lake City, in the District of North-24-Parganas, alongwith the building plan for construction of a G+VII storied building after demolishing the existing structure on the said premises, more fully described and particularly mentioned in the FIRST SCHEDULE hereunder written and (hereinafter referred to as the said "LAND").

- S. The Vendors herein, decided to develop the aforesaid land, contained in the said Premises, morefully and particularly described in the FIRST SCHEDULE thereunder written, and accordingly entered into a registered Development Agreement, dated, 27th day of September, 2023, registered in the office of the Additional District Sub-Registrar Bidhannagar, Salt Lake City, recorded in Book No.I, Volume No.1504-2023, pages from 114574 to 114620, as Being No.150402553 for the year 2023, for development of the said lands, containing certain terms and conditions as agreed between the Vendors and the Developer herein.
- T. In terms of the said registered Development Agreement as aforesaid, the owners herein also executed a registered Development Power of Attorney dated 27th day of September, 2023, registered in the office of the Additional District Sub-Registrar Bidhannagar, Salt Lake City, recorded in

Book No.I, Volume No.1504-2023, pages from 107009 to 107041, as Being No.150402565 for the year 2023, by the Vendors herein in favour of the developer herein for sign and execute Agreement for Sale and/or Deed of Conveyances in respect of the Developer's Allocation within the building to the intending purchaser or purchasers and other terms and condition as stated.

- U. The Promoter is in the process of Developing ALL THAT piece or parcel of land measuring an area 03 (three) Cottahs 06 (six) Chittaks 29 (twenty nine) Square feet be the same a little more or less and the promoter obtained or caused a map and plan sanction by the South Dum Dum Municipality consisting of several self-contained finished flats/apartments/units and car parking spaces known as **"RADHYA PRAKASH"**.
- V. The Promoter is fully competent to enter into this Agreement pursuant to the terms and conditions of the Development Agreement and Development Power of Attorney;
- W. The Promoter has obtained the final layout plan, sanction plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from the competent authority.
- X. The South Dum Dum Municipality has granted the commencement certificate to develop the Project vide approval dated bearing No. 08th day of November, 2023;
- Y. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at West Bengal on ..... under registration no. ....;
- Z. The Allottee had applied for an apartment in the Project vide application no. .... dated ..... and has been allotted apartment no. .... having carpet area of ..... square feet, type ....., on ..... floor in "Building" along with car parking no. .... admeasuring ..... square feet in the .....

- AA. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- BB. 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.
- CC. 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;
- DD. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the parking (if applicable) as specified in paragraph Z;

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

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment] as specified in paragraph Z;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. ..../- (Rupees ..... ) only ("**Total Price**") (Give break up and description):

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment] possession of the Apartment to the Allottee and the project to the Association of the Allottees after obtaining the Occupancy Certificate:

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The total price of apartment includes recovery price of land, construction of, not only the apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, maintenance charges etc. and includes cost for providing all

other facilities, amenities and specification to be provided within the building.

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 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.

Provided that if there is any new imposition or increase of any development charges after expiry of the schedule date of completion of the project as per registration with the authority, we shall include the extension of registration, if any granted to the said project by the authority, as per the act, the same shall not be charged from the Allottee.

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

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 0.5% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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 described herein at Fifth Schedule and Sixth Schedule which shall be in-conformity with the advertisement, prospectus on the basis of which sale is effected in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee as per provision of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter 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 Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Fourth Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (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 promoter shall handover the common areas to the association of the Allottee after dwelling obtaining the Occupancy Certificate from the competent authority as provided in the Act;
- (iii) The promoters shall be entitled to make changes/modification/amendment in the of the existing sanctioned Buildings (including by construction of additional floors and/or lateral expansion of the project), and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. The promoters confirms that the foundation of the buildings have

been planned to take the entire load of additional floors. It is clarified that the Promoter intend to convert/ change the use of the building for commercial / mercantile / non-residential purposes and the same shall be of no concern to the Allottee (as the same doesn't affect the Residential Portion / said Premises) and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same.

- (iv) That the computation of the price of the Apartment includes recovery of price of land, construction of, [not only the Apartment but also], the common areas, internal development charges, external development charges, taxes, 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 firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and Includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;

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

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

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings/dues (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 it 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 and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs. ..../- (Rupees ..... only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] 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/Plot] as prescribed in the Payment Plan as per Fourth Schedule 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 for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

**2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/Banker's Cheque/NEFT/RTGS or online payment (as applicable) in favour of '.....' payable at .....

**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, (FEMA) Reserve Bank of India Act 1934 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its

obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The 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 Promoter accepts no responsibility in this regard. 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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by

him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Fourth Schedule ("Payment Plan").

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

The Allottee has seen the proposed layout plans, amenities and facilities, specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the 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 Housing Industry regulation Act [Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT**

**Schedule for possession of the said [Apartment]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment] to the Allottee is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment] on ..... unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it

becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date the promoter shall intimate the Allottee about such termination atleast 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**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 2 (two) months from the date of issue of Occupancy Certificate (provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within three months from the date of issue of Occupancy Certificate) and the Promoter shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of Occupancy Certificate for the project.

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

**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, 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 promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the said [Apartment] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provision of 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 said [Apartment], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment], which shall be paid by the promoter to the Allottee within 45 (forty-five) days of it becoming due.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby 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;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] 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/Plot] 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/Plot]to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] 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 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 Occupancy Certificate has been issued and possession of the Apartment has been handed over to the Allottee;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

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

Subject to the Force Majeure clause, the Promoter 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/Flat] to the Allottee within the time period specified in para 7.1 above in this agreement 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;

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

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, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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 (02) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond three (03) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment] 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.

Provided that the promoter shall intimate the Allottee about such termination atleast thirty (30) days prior to such termination.

**10. CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of complete amount of the Price of the [Apartment] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

**11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/ PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment].

**12. DEFECT LIABILITY**

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

receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parkingspaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the "**RADHYA PRAKASH**" (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to 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 staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for

occupation and use the said [Apartment], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment]/ at his/ her own cost.

18. **ADDITIONAL CONSTRUCTIONS**

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

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Building].

20. **APARTMENT OWNERSHIP ACT**

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

21. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/Registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within

30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT**

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

23. **RIGHT TO AMEND**

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

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE**

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

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver

of any provisions or of the right thereafter to enforce each and every provision.

26. **SEVERABILITY**

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

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

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

28. **FURTHER ASSURANCES**

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

29. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence

this Agreement shall be deemed to have been executed at the office of the promoter.

**30. NOTICES**

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

.....

Name of Allottee

.....

(Allottee Address)

**K K DEVELOPERS,**

Promoter name

P-245, Lake Town, Block - B, P.O. - Lake Town, Police Station - Lake Town, Kolkata - 700089, in the District of North-24-Parganas, West Bengal. (Promoter Address)

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

**31. JOINTALLOTTEES**

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

**32. GOVERNING LAW**

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

**33. DISPUTE RESOLUTION**

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

same shall be settled through the Adjudicating Officer appointed under the Act.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

**34. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act the rules or the regulations made thereunder.

**35. To be Read With Clause no 1:** Under Sub clause Explanation.

Provided further if there is any increase in the taxes after the expiry of the schedule date of completion of the project as per registration with the Authority, we shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- (ii) The promoter shall be entitled to make changes/modification/amendment in the existing sanction building (including by construction of additional floor and/or lateral expenses of the project), and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. The promoter confirms that the foundation of the building have been planned to take the entire load of the additional floors. It is clarify that the promoter intents to convert/change the use of the building for commercial/marcantile/non-residential purposes and same shall be of no concern to the Allottee (as the same doesn't effect the residential portion/said premises) and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby concent to the



same. In case of any additional construction the common right of the Allottee shall be in respect of the ultimate roof of the building and for the purpose the right of the promoter to in respect of the roof for construction of additional floor shall remain with the promoter.

- (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.

It is made clear by the Promoter and the Allottee agrees that the Apartment 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 Allottee(s) of the Project.

**36. To be read with Clause no 7: Sub Clause 7.5**

The Allottee shall bear the registration charges and stamp duty and incidental charges for registering any Deed of Cancellation.

**FIRST SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** piece or parcel of land measuring an area 03 (three) Cottahs 06 (six) Chittaks 29 (twenty nine) Square feet be the same a little more or less, lying and situated at Premises No. 194/1, Bangur Avenue, Block - B, Kolkata - 700055, Holding No. 1500, Bangur Avenue, Block - B, Police Station - Lake Town, in Mouza - Shyamnagar, J.L. No. 32/20, Re.Sa. No. 180, Touzi No. 228 and 229, comprised in C.S./R.S. Dag No. 1305/1328 under C.S./R.S. Khatian No. 834, in Ward No. 29, within the jurisdiction of the South Dum Dum Municipality, within the jurisdiction of Additional District Sub-Registrar Bidghannagar, Salt Lake City, in the District of North-24-Parganas.

**THE PROPERTY IS BUTTED AND BOUNDED BY:**

ON THE NORTH : By 20' feet wide Municipal Road.  
ON THE SOUTH : By Plot No. 190.  
ON THE EAST : By Plot No. 194/2.  
ON THE WEST : By plot No. 194.  
All of Bangur Avenue, Block - B.

**SECOND SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** proposed G+VII storeyed brick- built, messuage tenement hereditament premises and/or building will be known as "**RADHYA PRAKASH**", together with a piece and parcel of land measuring an area of measuring 03 (three) Cottahs 06 (six) Chittaks 29 (twenty nine) Square feet be the same a little more or less, lying and situated at Premises No. 194/1, Bangur Avenue, Block - B, Kolkata - 700055, Holding No. 1500, Bangur Avenue, Block - B, Police Station - Lake Town, in Mouza - Shyamnagar, J.L. No. 32/20, Re.Sa. No. 180, Touzi No. 228 and 229, comprised in C.S./R.S. Dag No. 1305/1328 under C.S./R.S. Khatian No. 834, in Ward No. 29, within the jurisdiction of the South Dum Dum Municipality, within the jurisdiction of Additional District Sub-Registrar Bidghannagar, Salt Lake City, in the District of North-24-Parganas.

**THE PROPERTY IS BUTTED AND BOUNDED BY:**

ON THE NORTH : By 20' feet wide Municipal Road.  
ON THE SOUTH : By Plot No. 190.  
ON THE EAST : By Plot No. 194/2.  
ON THE WEST : By plot No. 194.  
All of Bangur Avenue, Block - B.

**THIRD SCHEDULE ABOVE REFERRED TO:**

**PART-I**

**(DESIGNATED UNIT)**

ALL THAT residential flat being **Unit No.....** containing a carpet area of ..... **Square feet** more or less alongwith balcony with a carpet area of ..... **Square feet** more or less and a total built-up area of Unit (including Balcony) of ..... **Square feet** more or less, corresponding to super built-up area ..... (.....), square feet, more or less, on the **Second Floor** of the New Building at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in "**RED**".

**PART-II**  
**(PARKING FACILITY)**

**PARKING RIGHT:** ALL THAT the right to park ..... (.....) medium sized motor cars at such open to sky interdependent at the said Premises as may be identified by the Developer separately.

**FOURTH SCHEDULE ABOVE REFERRED TO:**

**PAYMENT PLAN BY THE ALLOTTEE**

The Total Price payable for the Apartment is a sum of **Rs...../- (Rupees .....)**only and **Rs...../- (Rupees .....)**only for parking space in the Garage/Covered/Open/Mechanical/MLCP, thus totalling to **Rs...../- (Rupees .....)**only for the Apartment and Appurtenances.

**(Payment Plan/Payment Schedule)**

|  |  |                             |
|--|--|-----------------------------|
| <b>"RADHYA PRAKASH"</b>                            |  |                             |
| <b>PAYMENT SCHEDULE AND TERMS &amp; CONDITIONS</b> |  |                             |
| <b>FLAT CHARGES</b>                                |  |                             |
| Total Sale Consideration                           | Rs.  |                             |
| Rate   | Not to be included                             |                             |
| <b>PAYMENT SCHEDULE "C"</b>                        |  |                             |
|  | <b>PARTICULAR</b>                              |                             |
|  | On Booking                                     |                             |
|  | On completion of pilling work                  | 20% of the consideration    |
|  | On completion of foundation work               | 10% of total consideration  |
|  | On completion of 2 <sup>nd</sup> floor casting | 7.5% of total consideration |
|  | On completion of 4 <sup>th</sup> floor casting | 7.5% of total consideration |
|  | On completion of 6 <sup>th</sup> floor casting | 7.5% of total consideration |

|  |   |                             |
|--|---|-----------------------------|
|  | On completion of bricks works                                 | 7.5% of total consideration |
|  | On completion of pop  | 7.5% of total consideration |
|  | On completion of tiles  | 7.5% of total consideration |
|  | On completion of Electric work                                | otal consideration          |
|  | On completion of plumbing work                                | % of total consideration    |
|  | Full & final payment of conveyance deed<br>Time of possession | otal consideration          |
|  | Total   | 100%                        |

**NOTE:**

1. In case of delay in payment an interest @ State bank of India prime lending rate plus 2% p.m. will be charged extra on failure of payment as per schedule.

2. In case of dishonour of any cheque paid by the Allottee, the bank charges arising out of such dishonour of such cheque shall also be paid by the Allottee.
3. In case of cancellation of agreement due to any circumstances the GST amount shall not be refunded to the Allottee.

**FIFTH SCHEDULE ABOVE REFERRED TO:**  
**SPECIFICATIONS, AMENITIES, FACILITIES**

- a. Number of floors : Ground floor plus upper stories (G+7).
- b. Water arrangement : Pumping arrangement to overhead
- c. Flooring skirting : Reservoir from underground water. All rooms including toilets, kitchen and verandah are laid with floor Tiles and skirting of 4" inch, height in toilet glazed tiles will be provided upto Door Height around all wall areas.
- d. Toilets sanitary plumbing : All pipe lines in toilet and kitchen will be semi concealed with PVC Pipe sanitary water or white Porcelain of the approved make. Sanitary fittings are brass C.P. Finish, Kitchens are provided with black stone sink cooking table top covered with black stone and 3 FT. height glazed tiles will be fitted over the black stone. Outside Soil line and Waste line will be of P.V.C. Pipe.
- e) Interior finish of wall and ceiling : All interiors will be finished with Putty.
- f) Roof : Roof Tiles.
- g) Electrification : All bed rooms, dining space etc. are provided with two lights points, 1 Fan point, and 1 nos of 5 Amps. and 1 Fan point at Bathroom & 1 A.C. Point.
- h) Electrical works : Individual meter for each and every flat shall be provided in meter room along with one common meter for the common services of all Flat Owners.
- i) Individual Meter : Cost of Individual meter and cost of infrastructure i.e. Mother Electric Line shall be borne by all the Flat owners. Maintenance

cost of Building Maintenance cost for common areas and common things will be borne by all the Flat purchasers and Land owners proportionately.

### **Special Specifications**

|                             |  |
|-----------------------------|--|
| Foundation :                | R.C.C. Pile foundation with tie beams.   |
| Wall-Internal :             | 3" & 5" Bricks   |
| External :                  | 8" Thick Bricks  |
| Door :                      | Quality frame with solid Core-Flush/Door   |
| Window :                    | Aluminum Sliding Windows   |
| Living/Dining/<br>Bedroom : | Vitrified Tile Flooring  |
| Kitchen :                   | Ceramic Tiles with vitrified tiles on flooring   |
| Toilets :                   | Floor-Vitrified anti skit tiles Wall-Ceramic Tiles Sanitary Ware<br>- Escrow / Hindware.                 |
| Electricals :               | Concealed copper wiring. Provisions in appropriate locations<br>for lights & fans, TV, Exhaust & Geyser. |
| Interior Finish :           | Putty over plastered walls   |
| Exterior Finish :           | Quality Exterior Paint   |

### **COMMON AMENITIES**

#### **BASIC FACILITIES:**

- a) Common Paths, passages, pedestrian ways, driveways within the entire Project as intended to be provided by the Developer, excluding however the areas reserved by the Developer for parking of motor cars and other vehicles or other purposes and/or those allotted and/or provided to specific Unit- Purchasers.
- b) Water supply system as be planned by the Developer from time to time.
- c) Drainage and sewerage system as be planned by the Developer from time to time.
- d) Other areas and installations as be planned by the Developer.

## **COMMON EXPENSES / CHARGES**

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and/or personnel and all allied expensed connected and/or incidental thereto.
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white- washing, painting, decorating, re-decorating, re-building, re- constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the Blocks.
8. All expenses for running and operating all machinery, equipment's and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level."Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s."The salaries of and all other expenses on

the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**SIXTH SCHEDULE ABOVE REFERRED TO:**  
**FLOOR PLAN OF THE APARTMENT**