

AGREEMENT FOR SALE

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

ASR PROJECTS AND VENTURES LLP, LLP Identification Number **AAV-2350**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at **2C, Mahendra Road, Ground Floor, Kolkata, West Bengal – 700 025**, having **Income Tax Pan No. ABTFA7082L**, within **Post Office – Bhowanipur, Police Station – Bhowanipur**, represented by its Authorised Signatory **Mr. Amitava Singha Roy** Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having **Income Tax Pan No. ATXPS6554K, Aadhaar No. 4902 8610 4063**, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, hereinafter referred to as "the **PROMOTER / DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partners and such other person or persons who may be taken in or admitted for the benefit of the said partnership, their executors, administrators, legal representatives and permitted assigns) of the **FIRST PART**;



The image shows a handwritten signature in blue ink above a circular stamp. The stamp contains the text "ASR PROJECTS AND VENTURES LLP" around the top edge and "KOLKATA" in the center, with a small star on the right side.

AND

(1) SMT. LILLY DEY (having PAN No. ACTPD9289R, Aadhaar No. 6133 0998 6064), Wife of Late Pronob Kumar Dey, by Nationality Indian, by Faith – Hindu, by Occupation – House Wife, residing at 46/2, Central Road Jadavpur, Post Office - Jadavpur University, Police Station - Jadavpur; Kolkata – 700032, **(2) SHRI PRITAM JYOTI DEY (having OCIC No. A3222583)**, Son of Late Pronob Kumar Dey, by Nationality - Canada, by Faith – Hindu, by Occupation – Service, residing at 226, New Brighton Circle SE, Calgary, AB, Canada, and **(3) SMT. PRIYANKA DEY (having PAN No. BCKPP3373A, Aadhaar No. 5858 8996 7054)**, Daughter of Late Pronob Kumar Dey, by Nationality Indian, by Faith – Hindu, by Occupation – Service, residing at 46/2, Central Road Jadavpur, Post Office - Jadavpur University, Police Station - Jadavpur; Kolkata – 700032, hereinafter jointly and collectively referred to as the “the **OWNERS / LAND OWNERS**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include them and each of their respective heirs, executors, administrators, legal representatives, successors and assigns), of the **SECOND PART** represented by their lawful Constituted Attorney **ASR PROJECTS AND VENTURES LLP, LLP Identification Number AAV-2350**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at **2C, Mahendra Road, Ground Floor, Kolkata, West Bengal – 700 025**, having **Income Tax Pan No. ABTFA7082L**, within **Post Office – Bhowanipur, Police Station – Bhowanipur**, represented by its Authorised Signatory **Mr. Amitava Singha Roy** Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having **Income Tax Pan No. ATXPS6554K, Aadhaar No. 4902 8610 4063**, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, duly appointed and authorized vide registered **General Power of Attorney dated 08/01/2022** which documents was registered in the Office of the **Additional Registrar of Assurances – III Kolkata registered in Book No. I, Volume No. 1903-2022 Page from 83107 to 83152, Being No. 190300266 for the Year 2022;**

AND

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

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

WHEREAS:

- A.** The Land Owners are the absolute owners of **All That** the piece and parcel of mourashi mokarari **Bastu land** measuring **08 (Eight) Cottahs 07 (Seven) Chittacks and 27**



(Twenty Seven) Square Feet be the same a little more or less together with together with structure and construction standing thereon situated and lying at **Premises No. 46 /2, Sri Ram Thakur Road formerly Jadavpur Central Road, Kolkata – 700032**, comprised in a portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, under P.S. Jadavpur formerly Tollygunge, in the District of South 24 Parganas, within the jurisdiction of **Kolkata Municipal Corporation**, under **KMC Ward No. 096, bearing Assessee No. 21-096-03-0036-1**, within Additional District Sub Registry Office at Alipore, **District 24 Parganas South**, hereinafter referred to as the **“said Premises”** fully described in the **FIRST SCHEDULE**. Devolution of title of the Land Owner to the said Premises is set out in the **SECOND SCHEDULE**.

- B.** The Land Owners have entered into a [collaboration/development/joint development] agreement dated **08/01/2022**, which documents was registered in the Office of the **Additional Registrar of Assurances – III Kolkata registered in Book No. I, Volume No. 1903-2022 Page from 83031 to 83106, Being No. 190300258 for the Year 2022** and in pursuance thereof the Owners herein have granted a registered **General Power of Attorney on 08/01/2022** which documents was respectively registered in the Office of the **Additional Registrar of Assurances – III Kolkata registered in Book No. I, Volume No. 1903-2022 Page from 83107 to 83152, Being No. 190300266 for the Year 2022 respectively**. By and in terms of the Development Agreement (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- C.** The said Premises is earmarked for the purpose of building a residential Project comprising **one G + III** multi-storeyed apartment buildings and car parking spaces and the said project shall be known as " PRANTIK" ;.
- D.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Premises on which the Project is to be constructed have been completed;
- E.** The Kolkata Municipal Corporation has granted permission to construct vide Building Permit No. 2022100109 dated 29.08.2022.
- F.** The Promoter has obtained the final layout plan for the Project from Kolkata Municipal Corporation and other concerned authorities as mentioned in the Definition No. (xxii) (being the definition of Plan) herein below. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;



G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____
On _____ under registration.

H. The Allottees had applied for an Apartment / Unit in the Project vide application no. _____ dated _____ for allotment of the **said Apartment / Unit** (as hereinafter defined) described in the **SCHEDULE A** and also herein below:

All That the Residential **Apartment / Unit bearing No.** _____ containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being _____ Square Feet) and **Super Built Up Area** being _____ **Square Feet**, more or less on the _____ side on the _____ **Floor** of the Building alongwith a covered car parking space having Parking No. _____ admeasuring _____ square feet in the Ground Floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);.

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

J. The Allottees has examined and got himself fully satisfied about the title of the Land Owners to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

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

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

The Allottees is also fully aware of the fact that portions of the Building at the said Premises are meant and/or are intended to be used for residential purposes. The Allottees further acknowledges that such planning may undergo further changes in future, and the Allottees hereby consents to the same and confirms that it neither has nor shall have any objection with regard thereto. The Allottees agrees and consents to the fact that in case additional construction are sanctioned by the concerned authorities, then the Promoter shall be entitled



to construct and deal with the same, to which the Allottees hereby consents and shall not raise any objections with regard thereto.

- K.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- L.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees hereby agrees to purchase the said Apartment / Unit as specified in para-I above;

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

1. TERMS :

- 1.1** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agrees to purchase, the Apartment / Unit as specified in **Para H**;
- 1.2** The Total Price for the Apartment / Unit based on the carpet area is **Rs. _____/-** (Rupees _____) only ("Total Price") as also mentioned in **Part-I** of the **Schedule C**, break up whereof is as follows:

Head	Price
(i) Apartment / Unit No. _____, Floor ____ th ; Carpet Area ____ sq ft; Built-up Area ____ sq ft; Super Built-up Area ____ sq ft;	Rs. _____
(ii) Preferred Location Charges – _____;	Rs. _____
(iii) Preferred Location Charges - Floor Rise;	Rs. _____
(iv) Preferred Location Charges - _____;	Rs. _____
(v) exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____
(viii) _____ number and Covered type Car parking (<i>Garage / Closed Parking</i>) at Ground Floor level;	Rs. _____
(ix) _____ number Two Wheeler parking at	Rs. _____



_____ level;	
Add : GST @ 5%	Rs. _____
	Rs. _____
Total Price:	Rs. _____

Explanation :

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

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

- (iii) The Promoter shall periodically intimate to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment / Unit includes (i) pro rata share in the Common Areas; and (ii) _____ garage(s)/closed parking(s) as provided in the agreement.

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

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



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

It is agreed that the Promoter 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 apartment or Building, as the case may be without the previous written consent of the Allottees. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the completion / occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then Promoter shall refund the excess money paid by Allottees within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area within the same defined limit, allotted to the Allottees, the Promoter may demand that from the Allottees as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

- (i) The Allottees shall have exclusive ownership of the Apartment / Unit;
- (ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. Provided That the right of the Allottees of Units shall be limited to use specified Common Areas and Installations elsewhere as herein mentioned. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act,;



- (iii) That the computation of the price of the Apartment / Unit includes recovery of price of land, construction of [not only the Apartment / Unit but also proportionately] the Common Areas, internal development charges as per agreed specification, external development charges as per agreed specification, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities as provided within the Project.

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

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

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

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

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

2. MODE OF PAYMENT



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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

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

4. ADJUSTMENT/APPROPRIATION OF THE PAYMENTS

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

5. TIME IS ESSENCE



Time is of essence for the Promoter as well as the Allottees. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment / Unit to the Allottees and the common areas to the association of the allottees (upon its registration) after receiving the occupancy certificate or the completion certificate or both as the case may be. Similarly, the Allottees shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottees has seen the specifications, of the Apartment / Unit and accepted the Payment Plan, floor plans, layout plans (annexed along with this Agreement) which has been approved 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 Municipal Laws 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/or as elsewhere stated in this agreement, 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 / Unit: The Promoter agrees and understands that timely delivery of possession of the Apartment / Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment / Unit on or before **31st July, 2026**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic / epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottees agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment / Unit provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottees, Allottees agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the



Apartment / Unit, to the Allottees in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment / Unit to the Allottees. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottees in writing within 30 days of receiving the completion / occupancy certificate, as applicable, of the Project.

Failure of Allottees to take Possession of Apartment / Unit : Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottees shall within the period mentioned in such intimation take possession of the Apartment / Unit 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 / Unit to the Allottees. In case the Allottees fails to take possession within the time provided in clause 7.2, such Allottees shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottees – After obtaining the completion certificate and handing over physical possession of all 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 Allottees – The Allottees shall have the right to cancel/withdraw his allotment in the Project as provided in the Act :

Provided that where the Allottees 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 shall be returned by the promoter to the allottee within 45 days of such cancellation.

Compensation

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment / Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his



business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the promoter shall be liable, on demand to the Allottees, in case the Allottees wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment / Unit, with interest at the rate specified in the Rules within 45 days including compensation in the manner provided in 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 delay, till the handing over of possession of the Apartment/Unit.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- (i) The Land Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;
- (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 / Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment / Unit are valid and subsisting and have been obtained by following due process of law. Further, the Land Owners and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Building and Apartments / Units and common areas;
- (vi) The Land Owners & Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees intended to be created herein, may prejudicially be affected;
- (vii) The Land Owners & Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment / Unit which will, in any manner, affect the rights of Allottees under this Agreement;



- (viii) The Land Owners & Promoter confirm that the Land Owners & Promoter are not restricted in any manner whatsoever from selling the said Apartment / Unit to the Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment / Unit to the Allottees and the common areas to the Association of the Allottees (upon the same being registered);
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises;
- (xi) The Promoter & Land Owners have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the possession of the Apartment / Unit is offered to the Allottees in terms hereof;
- (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 said Property is not Debottur or 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 / Unit to the Allottees within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment / Unit 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, the Allottees is entitled to the following :

- (i) Stop making further payments linked to construction milestones, if any, to the Promoter as demanded by the promoter. If the Allottees stops making payment, the Promoter shall



correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any penal interest; or

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

Provided that where an Allottees 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 / Unit.

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

- (i) In case the Allottees fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees 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 the Allottees under the condition listed above continues for a period beyond two months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment / Unit in favour of the Allottees and refund the amount money paid to the Promoter by the Allottees after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10) CONVEYANCE OF THE SAID APARTMENT

The Land Owner & Promoter on receipt of complete amount of the Price of the Apartment / Unit under the Agreement from the Allottees, shall execute a conveyance deed and convey the title of the Apartment / Unit together with proportionate indivisible share in the common areas within 3 (three) months from the issuance of the completion / occupancy certificate, as applicable. However, in case the Allottees fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottees 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 Allottees. The Allottees 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 Total Price of the Apartment/Unit.

The Allottees of Apartments / Units shall be bound and obliged to comply with the terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project.

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 Allottees 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 ALLOTTEES TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottees hereby agrees to purchase the Apartment / Unit on the specific understanding that his/her/their 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 Allottees 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 and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment / Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15) USAGE

Use of Service Areas: The service areas, if any, as located within the PRANTIK (Project NAME), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump



rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees 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.

16) GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :

Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment / Unit 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 / Unit, or the Common Areas including 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 / Unit, and keep the Apartment / Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottees further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building 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 Allottees shall not store any hazardous or combustible goods in the Apartment / Unit or place any heavy material in the common passages or staircase of the Building. The Allottees shall also not remove any wall including the outer and load bearing wall of the Apartment / Unit. The Allottees 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 the association of Allottees. The Allottees 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 PARTIES

The Allottees is entering into this Agreement for the allotment of an Apartment / Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. That the Allottees 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 / Unit, all the requirements, requisitions, demands and repairs which are require by any competent Authority in respect of the Apartment / Unit 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 A 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 Allottees who has taken or agreed to take such Apartment / Unit.

20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the laws pertaining to apartment ownership. The Promoter showing compliances of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottees 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 Allottees and/or appear before the Registrar / Sub-Registrar / Registrar of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith, including the booking amount, shall be returned to the Allottees 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 ALLOTTEES/ 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 / Unit 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 Allottees in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one Allottees 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 Allottees has to make any payment, in common with other Allottee (s) in Project, the same shall be the proportion which the Built-up area of the Apartment / Unit bears to the total Built-up area of all the Apartments / Units 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 Allottees and after the Agreement is duly executed by the Allottees and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar / Sub-Registrar, as applicable. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

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 address specified below :

_____ Name of the Allottee
 _____ Allottee Address

ASR PROJECTS AND VENTURES LLP, Name of Promoter
2C, Mahendra Road, Ground Floor, Kolkata, West Bengal – 700 025 , Promoter
 Address

31. JOINT ALLOTTEES

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

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 AND DELIVERED BY THE WITHIN NAMED ALLOTTEES : (including joint buyers)

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :

SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNERS:

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____



Address _____

SCHEDULES**THE FIRST SCHEDULE ABOVE REFERRED TO:**
(the said Premises)

All That the piece and parcel of mourashi mokarari **Bastu land** measuring **08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet** be the same a little more or less together a new multistoried building in course of construction situated and lying at **Premises No. 46 /2, Sri Ram Thakur Road formerly Jadavpur Central Road, Kolkata – 700032**, comprised in a portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, under P.S. Jadavpur formerly Tollygunge, in the District of South 24 Parganas, within the jurisdiction of **Kolkata Municipal Corporation**, under **KMC Ward No. 096, bearing Assessee No. 21-096-03-0036-1**, within Additional District Sub Registry Office at Alipore, **District 24 Parganas South**, and the subject property is butted and bounded in the following manner: -

- On the North : By 60 ft. wide Sri Ram Thakur Road (formerly Jadavpur Central Road), Kolkata – 700 032;
- On the South : By Premises No. 47/4 Sri Ram Thakur Road (formerly Jadavpur Central Road), Kolkata – 700 032;
- On the East : By Premises No. 46A, & 46/3A Sri Ram Thakur Road (formerly Jadavpur Central Road), Kolkata – 700 032;
- On the West : By Premises No. 43, 45A/1 & 45/A, Sri Ram Thakur Road (formerly Jadavpur Central Road), Kolkata – 700 032;

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

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

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



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

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

THE SCHEDULE "C" ABOVE REFERRED TO:

PART-I (Total Consideration)

The **Total Consideration** payable by the Allottees to the Promoter for sale of the said Apartment / Unit shall be as follows:-

Head	Price
(i) Apartment / Unit No._____, Floor _____ Floor; Carpet Area _____ sq ft; Built-up Area _____ sq ft; Super Built-up Area _____ sq ft;	Rs. _____
(ii) Preferred Location Charges - _____;	Rs. _____
(iii) Preferred Location Charges - Floor Rise;	Rs. _____
(iv) Preferred Location Charges - South Facing;	Rs. _____
(v) exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____
(vi) 1 (One) number and Closed type Car parking (Garage / Closed Parking) at Ground level;	Rs. _____
(vii) _____ number Two Wheeler parking at _____ level;	Rs. _____
Add : GST @ 5 %	Rs. _____
Total:	Rs. _____

(Rupees _____) only



Note : GST and discount are based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

PART-II
(Installments / Payment Plan)

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottees to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of "**ASR PROJECTS AND VENTURES LLP**" or by online payment (as applicable) as follows:

<u>PAYMENT SCHEDULE</u>	
At the time of Booking/Allotment	10% of total consideration + Applicable Tax
On Agreement	10% of total consideration + Applicable Tax
On Completion of Foundation**	10% of total consideration + Applicable Tax
On Commencement of Casting of First Floor**	10% of total consideration + Applicable Tax
On Commencement of Casting of Second Floor**	10% of total consideration + Applicable Tax
On Commencement of Casting of third Floor**	10% of total consideration + Applicable Tax
On Completion of Brick Work**	15% of total consideration + Applicable Tax
On Completion of Flooring of the Flat/Apartment**	15% of total consideration + Applicable Tax
On intimation of Possession**	10% of total consideration + Applicable Tax

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

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

- A. **W H E R E A S** by a registered **Deed of Conveyance** dated the **20th day of November, 1959** made between **Sourendra Nath Roy** and **Satyendra Nath Roy** therein jointly referred to as the **Vendors** of the One Part and **Smt. Rani De**, wife of Himansu Bhusan De, therein referred to as the **Purchaser** of the Other Part and registered at the office of the Sub-Registrar, Alipore Sadar, and recorded in **Book No. I, Volume No.146, Pages 191 to 203, Being No. 9295 for the year 1959**, the said Sourendra Nath Roy and Satyendra Nath Roy the Vendors therein for the consideration therein mentioned granted, transferred, sold, and conveyed, assigned, and assured to the said Smt. Rani De free from all encumbrances **ALL**



THAT the piece and parcel of mourashi mokarari bastu land measuring an area of **08 (Eight) Cottahs 03 (Three) Chittacks and 27 (Twenty Seven) Square Feet** be the same a little more or less together with structure out of a piece and parcel of land therein mentioned, lying and situated at **Premises No.46, Central Road Jadavpur**, the then Ward No. 78 Tollygunge, within portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, within the jurisdiction of Kolkata Municipal Corporation, under P.S. Tollygunge now Jadavpur, in the District of the then 24 Parganas now South 24 Parganas, more fully described in the Schedule there under written delineated in the map or plan annexed thereto and coloured in RED border therein.

- B. AND WHEREAS** by another registered **Deed of Conveyance** dated the **1st day of March, 1960** made between said **Sourendra Nath Roy** therein referred to as the **Vendor** of the One Part and the said **Smt. Rani De**, wife of said Himansu Bhusan De, therein referred to as the **Purchaser** of the Other Part and registered at the office of the Sub-Registrar, Alipore Sadar, and recorded in **Book No. I, Volume No. 42, Pages 54 to 57, Being No. 1723 for the year 1960**, the said Sourendra Nath Roy for the consideration therein mentioned granted, transferred, sold, conveyed, assigned and assured to the said Smt. Rani De free from all encumbrances a portion of **ALL THAT** the piece and parcel of mourashi mokarari bastu land measuring an area of **04 (Four) Chittacks** and 00 Square Feet more or less lying and situated at **Premises No.46, Central Road Jadavpur**, the then Ward No. 78 Tollygunge, within portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, within the jurisdiction of Kolkata Municipal Corporation, under P.S. Tollygunge now Jadavpur, in the District of the then 24 Parganas now South 24 Parganas, more fully described in the Schedule there under written and delineated in the map or plan thereto annexed.
- C. AND WHEREAS** by virtue of aforesaid purchases the said **Smt. Rani De** thus became the absolute owner and occupier of **ALL THAT** the piece and parcel of mourashi mokarari bastu land measuring an area of **08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet** more or less comprising within **Premises No.46, Central Road Jadavpur**, the then Ward No. 78 Tollygunge, within portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, within the jurisdiction of Kolkata Municipal Corporation, under P.S. Tollygunge now Jadavpur, in the District of the then 24 Parganas now South 24 Parganas, and while seized and possessed of the said property as aforesaid the said Rani De mutated and recorded her name in the records of Calcutta Municipal Corporation and the said **08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet land** comprising within **Premises No.46, Central Road Jadavpur** Premises was separated from Premises No.46, Central Road Jadavpur and **renumbered as 46/2, Jadavpur Central Road**, bearing Assessee No. 21-096-03-0036-1 under Municipal Ward No. 096. The said Rani De also mutated her name in the concerned statutory offices and enjoying the same by paying taxes and khajna to the Government.



- D. **AND WHEREAS** the said Rani De constructed a two storied pucca residential building upon demolition of the existing structure in the said **08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet** land comprising in **Premises No. 46/2, Jadavpur Central Road**, within **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, within the jurisdiction of Kolkata Municipal Corporation, under P.S. Tallygunge now Jadavpur, in the District of the then 24 Parganas now South 24 Parganas, Kolkata – 700 032, after getting valid sanction from the then Calcutta Municipal Corporation bearing no. 138/T on 24/06/1960 and presently the said **46/2, Jadavpur Central Road is renamed as 46/2, Sri Ram Thakur Road, Kolkata – 700 032**, and for the sake of brevity hereinafter referred to as the **“said Premises”**.
- E. **AND WHEREAS** the said **Rani De alias Rani Dey** died intestate on **31st October, 1989** and the said **Himansu Bhusan De alias Himanshu Bhusan Dey** died intestate on **6th May, 1994** and at the death of said **Rani De alias Rani Dey and Himansu Bhusan De alias Himanshu Bhusan Dey** the said Premises ultimately devolved upon their daughter and son namely Jayeeta Lal and Pronob Kumar Dey in equal undivided share and the said Jayeeta Lal and Pronob Kumar Dey each having inherited undivided 50% share or interest each in the said Premises.
- F. **And Whereas** the said Jayeeta Lal daughter of said **Rani De alias Rani Dey and Himansu Bhusan De alias Himanshu Bhusan Dey** while seized and possessed of the said undivided share in the said premises as aforesaid out of natural love and affection for his brother by one registered **Deed of Gift dated 03/03/2021**, gifted her **50% undivided share of 08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet** mourashi mokarari bastu land i.e. undivided **04 (Four) Cottahs 03 (Three) Chittacks and 36 (Thirty Six) Square Feet** land more or less together with undivided **50% share or interest** of the two storied building constructed thereon containing a total built up area of **1707 Sq. Ft.** and a covered garage measuring **400 Sq. Ft.** situated and lying at **Premises No. 46 /2, Sri Ram Thakur Road formerly Jadavpur Central Road, Kolkata – 700032**, comprised in a portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, under P.S. Jadavpur formerly Tollygunge, in the District of South 24 Parganas, within the jurisdiction of **Kolkata Municipal Corporation**, under **KMC Ward No. 096**, bearing **Assessee No. 21-096-03-0036-1**, within Additional District Sub Registry Office at Alipore, **District 24 Parganas South**, to his brother **Pronob Kumar Dey**, which document was registered in the office of **Additional Registrar of Assurances - IV, Kolkata** registered in **Book No. I, Deed No. I - 190401746 / 2021**.
- G. **AND WHEREAS** by virtue of aforesaid gift and by virtue of inheritance the said **Pronob Kumar Dey** the Owner herein became the **sole and absolute owner having unfettered right title and interest in ALL THAT** the piece and parcel of **08 (Eight) Cottahs 07**



(Seven) Chittacks and 27 (twenty Seven) Square Feet mourashi mokerari **Bastu land** be the same a little more or less, together with the two storied building constructed thereon containing a total built up area of **1707 Sq. Ft.** and a covered garage measuring **400 Sq. Ft.** situated and lying at **Premises No. 46 /2, Sri Ram Thakur Road formerly Jadavpur Central Road, Kolkata – 700032**, comprised in a portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, under P.S. Jadavpur formerly Tollygunge, in the District of South 24 Parganas, within the jurisdiction of **Kolkata Municipal Corporation**, under **KMC Ward No. 096, bearing Assessee No. 21-096-03-0036-1**, within Additional District Sub Registry Office at Alipore, **District 24 Parganas South**, more fully and particularly mentioned and described in the Schedule hereunder written and for the sake of brevity hereinafter referred to as the **“said property”**.

H. AND WHEREAS the Owner said **Mr. Pronob Kumar Dey** intends and decided to promote and develop in the said piece and parcel of **08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet** mourashi mokerari **Bastu land** upon demolition of the existing old structure through the Developer mentioned in the Agreement situated and lying at **Premises No. 46 /2, Sri Ram Thakur Road formerly Jadavpur Central Road, Kolkata – 700032**, comprised in a portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, under P.S. Jadavpur formerly Tollygunge, in the District of South 24 Parganas, within the jurisdiction of **Kolkata Municipal Corporation**, under **KMC Ward No. 096, bearing Assessee No. 21-096-03-0036-1**, within Additional District Sub Registry Office at Alipore, **District 24 Parganas South**, more fully and particularly mentioned and described in the First Schedule hereunder written and for the sake of brevity hereinafter referred to as the **“subject property”**.

I. AND WHEREAS the said **Mr. Pronob Kumar Dey** during his lifetime have entered into a registered Development Agreement on **12th March 2021** with **ASR PROJECTS AND VENTURES LLP, LLP Identification Number AAV-2350**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 2C, Mahendra Road, Ground Floor, Pan No. ABTFA7082L Kolkata, West Bengal – 700 025, represented by its Authorised Signatory **Mr. Amitava Singha Roy**, Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having Income Tax Pan No. ATXPS6554K, Aadhar No. 4902 8610 4063, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, the Developer herein for development of the subject property and allocation of the constructed spaces between themselves together with undivided proportionate share in the land in the manner stated in the said Development Agreement, including various terms and conditions, covenants and obligations to be observed respectively by the parties captured therein which document was registered in the Office of the **Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 121499 to 121564, Being No. 190402388 for the Year 2021** and for the sake of brevity hereinafter referred to as the **“said Development Agreement”**.



- J. **AND WHEREAS** pursuant to the execution of the said Development Agreement the said Pronob Kumar Dey during his lifetime also grants and execute a General Power of Attorney for Development and Sale on **12/03/2021** in favour of **ASR Projects and Ventures LLP, LLP Identification Number AAV-2350**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 2C, Mahendra Road, Ground Floor, Pan No. ABTFA7082L Kolkata, West Bengal – 700 025, represented by its Authorised Signatory **Mr. Amitava Singha Roy**, Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having Income Tax Pan No. ATXPS6554K, Aadhar No. 4902 8610 4063, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, as **True And Lawful Constituted Attorney** which document was registered in the Office of the **Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 128875 to 128907, Being No. 190402413 for the Year 2021** and for the sake of brevity hereinafter referred to as the **“said Power of Attorney”**.
- K. **AND WHEREAS** in pursuance of the said Development Agreement and the said General Power of Attorney the Developer have commenced its Development activities in the subject property and have incurred substantial expenses towards soil testing, ULC clearance, appointment of Architects, Drawings, Plans for sanction etc.
- L. **AND WHEREAS** pursuant to the said Development Agreement and said Power of Attorney the said Pronob Kumar Dey has executed and registered a **Boundary Declaration** on **08/05/2021** for getting sanction of the building plan at the subject property by the Kolkata Municipal Corporation, which document was registered in the office of **Additional Registrar of Assurances – IV Kolkata, registered in Book No. I, Volume No. 1904-2021, Pages from 244017 to 244036, Being no. 190405026, For the Year 2021**.
- M. **AND WHEREAS** during the subsistence of the said Development Agreement and said Power of Attorney the said **Pronob Kumar Dey** all of a sudden **died on 28th December 2021**.
- N. **AND WHEREAS** the said Pronob Kumar Dey who during his lifetime and also at the time of his death was a Hindu died intestate on **28/12/2021**, leaving and succeeding his wife **SMT. LILLY DEY**, and one Son **SHRI PRITAM JYOTI DEY** and only daughter **SMT. PRIYANKA DEY** as his heirs and successors and no other else and at the death of said Pronob Kumar Dey as aforesaid the subject property jointly devolved upon the said **SMT. LILLY DEY, SHRI PRITAM JYOTI DEY, SMT. PRIYANKA DEY the owners herein** as per provisions of the Hindu Succession Act, 1956, in equal undivided share along with the obligation/encumbrance created under the said Development Agreement and General Power of Attorney for Development and Sale both dated **12/03/2021** upon the subject property.
- O. **AND WHEREAS** at the death of the erstwhile owner said Pronob Kumar Dey, the said **SMT. LILLY DEY, SHRI PRITAM JYOTI DEY, SMT. PRIYANKA DEY the owners herein** are



under the legal obligation to observe the terms and condition of the said Development Agreement dated **12/03/2021**, and shall be entitled to the entitlements and/or allocations settled under under the said Development Agreement **12/03/2021** and the said **SMT. LILLY DEY, SHRI PRITAM JYOTI DEY, SMT. PRIYANKA DEY** the owners herein are agreed **with the terms condition and also with the Allocations of the Owners and Developer as settled under the said Development Agreement dated 12/03/2021**, which document was registered in the office of **Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 121499 to 121564, Being No. 190402388 for the Year 2021.**

- P. AND WHEREAS** due to death of said Pronob Kumar Dey, and comprehending and/or guessing the difficulties which may arise in future in completion of the Development Project by the Developer and in order to diminish the misunderstanding between the parties in future, it was felt expedient between the parties that a Supplementary Development Agreement and a fresh General Power of Attorney for Construction and Sale be executed and registered by the said **SMT. LILLY DEY, SHRI PRITAM JYOTI DEY, SMT. PRIYANKA DEY** the owners herein in favour of the said **ASR PROJECTS AND VENTURES LLP**, the Developer herein on same terms and condition as settled under the said **Development Agreement dated 12/03/2021, and General Power of Attorney dated 12/03/2021** which documents was respectively registered in the Office of the **Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 121499 to 121564, Being No. 190402388 for the Year 2021** and in **Book No. I, Volume No. 1904-2021 Page from 128875 to 128907, Being No. 190402413 for the Year 2021** respectively.
- Q. AND WHEREAS** in pursuance of such aforesaid understanding the parties herein enter into a **Supplementary Development Agreement** on **08/01/2022**, which documents was registered in the Office of the **Additional Registrar of Assurances – III Kolkata registered in Book No. I, Volume No. 1903-2022 Page from 83031 to 83106, Being No. 190300258 for the Year 2022** and in pursuance thereof the Owners herein have granted a registered **General Power of Attorney on 08/01/2022** which documents was respectively registered in the Office of the **Additional Registrar of Assurances – III Kolkata registered in Book No. I, Volume No. 1903-2022 Page from 83107 to 83152, Being No. 190300266 for the Year 2022** respectively.



DATED THIS ____ DAY OF _____

BETWEEN

ASR PROJECTS AND VENTURES LLP

... PROMOTER/ DEVELOPER

AND

LILLY DEY & 2 OTHERS

... OWNERS / LAND OWNERS

AND

... ALLOTTEES/PURCHASER

AGREEMENT FOR SALE

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

