

**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**BY AND BETWEEN**

(1) **MRS. CECELIA MARGARET D CRUZ**, having **PAN: AGFPD8288G, AADHAAR NO: 279051813169, M-9748564807**, wife of Late Augustine Robert D Cruz, by faith-Christian, by occupation-Housewife, residing at 14, New Shibrampur, Greenfield City, Tower No.17, Flat No.3C Kolkata-700141 under Post Office and Police Station Sarsuna, (2) **MRS. ROSALIND D CRUZ**, having **PAN: AHLPD2561R, AADHAAR NO: 846178401480, M-6289039486**, daughter of Late Augustine Robert D Cruz, by faith-Christian, by occupation-Service, residing at Diamond City West being Premises No.18 Ho Chi Minh Sarani, Tower No.5, Flat No.1C Kolkata-700061 under Post Office and Police Station Sarsuna, (3) **MRS. CABRINI BAGWALLA**, having **PAN: AEGPD6709K, AADHAAR NO: 408141012169, M-9830262399**, daughter of Late Augustine Robert D Cruz, by faith-Christian, by occupation-Service, residing at Mani Residency 2<sup>nd</sup> Floor Flat No.2A, 30/2A C.N. Roy Road Kolkata-700039 under Post Office and Police Station Tiljala and (4) **MR. ANGELO ROBERT D CRUZ**, having **PAN: AJRPD6057E, AADHAAR NO: 915021964057, M-9830160156**, son of Late Augustine Robert D Cruz, by faith-Christian, by occupation-Service, residing at 14, New Shibrampur, Greenfield City, Tower No.81, Flat No.2B Kolkata-700141 under Post Office and Police Station Sarsuna acting through their Constituted Attorney, **SYED ABRAR IMAM** having **PAN: AAHPI8261L, AADHAAR NO: 674402357855, M: 9831049016**, son of Late Syed Mohammad Nemet Imam, by faith Islam, by occupation Business, being Citizen of India and residing at Block 5, Flat 4A,72 Tiljala Road Kolkata-700046 under Post Office Gobinda Khatick & Police Station-Beniapukur appointed vide Development Power of Attorney dated 25<sup>th</sup> March 2019 registered in the Office of the Additional Registrar of Assurance-IV, Kolkata in Book No. I, Volume No. 1904-2019, Page from 176528 to 176555 Being No. 190403701 for the year 2019, hereinafter called the "**OWNERS/VENDORS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and or assigns) of the **FIRST PART**

**AND**

\_\_\_\_\_, (PAN:) (AADHAAR NO:) (MOBILE:) son of \_\_\_\_\_ aged about 39 years, by faith Islam, by occupation Business, being Citizen of India and residing at Premises No. \_\_\_\_\_ Kolkata-700017 under Post Office \_\_\_\_\_ and Police Station \_\_\_\_\_ hereinafter called and referred to as the "**ALLOTTEE/PURCHASER**" (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 assigns) of the **SECOND PART**

**AND**

**ATK REALTORS LLP** having **PAN: ABKFA4829J**, a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63 Rafi Ahmed Kidwai Road Kolkata-700016 under Post Office & Police Station Park Street represented by its designated partner **SYED ABRAR IMAM** having **PAN: AAHPI8261L, AADHAAR NO: 674402357855, M: 9831049016**, son of Late Syed Mohammad Nemet Imam, by faith Islam, by occupation Business, being Citizen of India and residing at Block 5, Flat 4A,72 Tiljala Road Kolkata-700046 under Post Office Gobinda Khatick & Police Station-

Beniapukur hereinafter referred to as the “**PROMOTER/DEVELOPER**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal representatives, successors-in-interest/office, nominees and assigns) of the **THIRD PART**.

The Owner, Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”

**DEFINITIONS:**

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

- a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (Act No.16 of 2016 dated 26.3.2016);
- b) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 (w.e.f 27.7.2021) Notification No, 1-GN-HO-15/1/2021-LAW CELL-Deptt of HO 27<sup>th</sup> July 2021;
- c) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) **“Section”** means a section of the Act;
- e) **“Owners/Vendors”** shall mean and include **1. MRS. CECELIA MARGARET D CRUZ, 2. MRS. ROSALIND D CRUZ, 3. MRS. CABRINI BAGWALLA, 4. MR. ANGELO ROBERT D CRUZ** and their heirs, executors, administrators, legal representatives and or assigns.
- f) **“Allottee/Purchaser”** shall mean and include \_\_\_\_\_ and his/her/their legal heirs, legal representatives, administrators, and assigns.
- g) **“Promoter/Developer”** shall mean and include **ATK REALTORS LLP** and its successor or successors-in-interest and assigns.
- h) **“Scheduled Property”** shall mean and include All that piece and parcel of land measuring an area of 35 Cottahs more or less situate lying at Premises No.27 Ekbalpore Lane Kolkata-700023 within Police Station Ekbalpore, District South 24 Parganas, Ward No.78 of the Kolkata Municipal Corporation bearing Assessee No.11-078-06-0007-0 as more fully and particularly described in the **Schedule - I** hereinafter written.
- i) **“Demised Property”** shall mean and include:-

**ALL THAT** one self contained residential **Flat No.....**, containing by estimation a super built up area of \_\_\_\_\_ square feet, more or less, consisting of 3 (Three) Bedrooms, 1 (One) Living cum-Dining Hall, 1 (One) Kitchen, 2 (Two) Bath-cum-Privy, and 1 (One) Balcony with tiles flooring located on the \_\_\_\_\_ **floor** and **one open/covered car parking** space on the ground floor of the said building named as **“KALIM RIVIERA”** situate lying at Premises No. 27 Ekbalpore Lane Kolkata-700023,

within Police Station Ekbalpore, as more fully and particularly described in the **Schedule-II** , hereinafter written.

- j) **“Building”** shall mean the residential building consisting of Ground Plus Eleven upper floors, which is under construction in accordance with the **Building Plan** sanctioned by the Kolkata Municipal Corporation over the said Scheduled Property.
- k) **“Building Plan”** shall mean the **Building Plan/Permit No. 2021090040** dated-25-10-2021 sanctioned by the Kolkata Municipal Corporation for the construction of G+11 storied building over the Scheduled Property including the elevation, designs, drawing as prepared by the Architect with variations therein, if any.
- l) Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
- m) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

**WHEREAS:**

- A. One Mrs. Mary Winifred Earle (since deceased) of 43 Ekbalpore Road, Kolkata-700023 owned and possessed several immovable properties viz. premises Nos. 43, 44, 45, 46 Ekbalpore Road, 37 & 43 Dent Mission Road, 75 Diamond Harbour road and 27 Ekbalpore Lane, Kolkata – 700023, she died leaving behind her two sons viz. eldest son Redmond Parcival Morris Earle and younger son Neville William Earle as her only successors and legal heirs. The said Mary Winifred Earle also left behind her last will and testaments giving and bequeathing her properties between her two sons i.e. premises Nos. 44, 45, 46, Ekbalpore Road and 43, Dent Mission Road in favour of his elder son and premises No.43, Ekbalpore Road, premises No.37 Dent Mission Road, Premises No.75, Diamond Harbour Road and premises No.27, Ekbalpore Lane, Kolkata-700023 in favour of her youngest son Neville William Earle. Redmond Parcival Morris Earle was appointed as the sole executors of the said last will. Accordingly Redmond Percival Morris Earle took the probate of the said will through O.S. Suit No.109 of 1953 from the Court of the Learned 7<sup>th</sup> Sub ordinate Judge at Alipore and thus by virtue of the said probated will Neville William Earle became the absolute owner of premises Nos. 43, Ekbalpore Road , 75, Diamond Harbour Road , 37, Dent Mission Road and 27, Ekbalpore Lane. The said Neville William Earle executed a registered will on 18<sup>th</sup> February 1955 appointing therein one Sati Bhusan Dutta, an Advocate as sole executor of his last Will. Neville William Earle bequeathed his movable, immovable properties with the direction to sale the same and out of the sale proceed to pay Rs.25000/- (Rupees Twenty five thousand) only to one Miss Mary Litchford and half of the remaining amount to his sole executor and the rest half to one Mr. Herbert Cyril son of Mr. H.C.Lloyd of 62, Ekbalpore Road, Calcutta- 700023.
- B. The said Neville William Earle breathed his last on 18th July, 1958, at the residence of R.P.M. Earle, keeping his Original Will in the custody of his elder brother R.P.M. Earle. The sole executor of Neville William Earle tried his level best to procure the

said Registered original will from the possession of R.P.M. Earle but failed and ultimately renounced his executorship. Thereafter MR.HERBERT CYRIL LLOYD, one of the legatees of the last will of Neville William Earle, applied for grant of letter of administration before the Learned District Delegate, 24 Parganas and the same was registered as Case No.37 of 1964 and the same was renumbered as original suit No. 8 of 1967 and ultimately dismissed for default. Thereafter Herbert Cyril Lloyd bequeathed all his Estate , Present and future, which he possessed under the Will of Neville William Earle as one of the legatees in favour of One Mr. Augustine Robert 'D' Cruz before his death on 4th November , 1978.

- C. The said Augustine Robert 'D' Cruz after the death of Herbert Cyril Lloyd applied for the probate of the will bequeathed in favour of him and learned Court of Additional District Judges 11th bench at Alipore was pleased to grant probate of the same in favour of Augustine Robert 'D' Cruz on 29.6.83. Subsequently the said Augustine Robert 'D' Cruz made an application afresh for obtaining letter of administration of the estate of Neville William Earle upon obtaining leave to call for the certified copy of the registered will of the said Neville William Earle which was kept in the safe custody of the learned Court in connection with the O.S. Case No. 8 of 1967 and the said application was mentioned as O.S. Case No. 5 of 1981 of the Learned Court of Additional District Judge, 11<sup>th</sup> bench at Alipore and after various proceeding the said O.S. Case No. 5 of 1981 was decreed in favour of the said Augustine Robert 'D' Cruz on 5<sup>th</sup> February, 2002. An appeal was preferred against the said decree by Sri Gobardhan Seal and others in the High Court at Calcutta being F.A. No.363 of 2002. The appeal was dismissed by His Lordship Mr. Justice A.N.Roy. The said Appellant filled an application for restoration of the said appeal in the self same Hon'ble Court under CAN No.4195 of 2003. The said application was heard by His Lordship Mr. Justice A.N.Roy and His Lordship Mr. Justice Indira Bhattacharya and they were pleased to pass the following order the application for restoration is thus dismissed. And thereby Augustine Robert D Cruz became absolute owner in respect of the properties lying and situate at premises No. 43 Ekbalpore Road, 37, Dent Mission Road, 27, Ekbalpore Lane and 75, Diamond Harbour Road etc. with building standing thereon.
- D. Augustine Robert D Cruz became the absolute owner in respect of Premises No. 27 Ekbalpore Lane Calcutta and seized and possessed of the same by recording his name in the records of the Kolkata Municipal Corporation.
- E. The said Augustine D Cruz died intestate on 24/10/2012 leaving behind him his wife Cecelia Margaret D Cruz, one son Angelo Robert D Cruz and two daughters namely Rosalind D Cruz and Cabrini Bagwalla, who after demise of the said Augustine Robert D Cruz inherited his right, title and interest in respect of the aforesaid property and became joint owners and got their names recorded in the records of the Kolkata Municipal Corporation as owners thereof.
- F. The Owners/Vendors being desirous to develop the said property for commercial exploitation resolved to develop the said property through a reputed Promoter/Developer company having sound financial and infrastructural competency and credibility in the field of developing of land and/or premises in the city.

- G. The Owners/Vendors entered into a Joint Venture Development Agreement dated 22<sup>nd</sup> February 2019 with the Promoter/Developer herein being one of the known high ranking real estate developer and promoter in the city registered in the office of the Additional Registrar of Assurance-IV, Kolkata in Book No. I, Volume No. 1904-2019, Page from 151172 to 151227, Being No. 190403082 for the Year 2019 hereinafter referred to as the "said development agreement" whereby and where under the Owners/Vendors have engaged, appointed, authorized, allowed, permitted and empowered the Promoter/Developer herein inter alia to act as Developer of the said premises for development thereof on joint venture basis by carrying out lawful work of demolition of old building/structures and undertaking lawful work of construction of a new multistoried building in accordance with the Building Plan which has been sanctioned under the provisions of the Kolkata Municipal Corporation Act, and Building Rules framed there under entirely at the costs, expenses, risks and responsibility of the Developer under the terms, conditions, stipulations, covenants and consideration stated therein.
- H. Pursuant to and in terms of the said Development Agreement the Developer obtained sanction of Building Plan bearing B.P. No- **2021090040** dated- **25-10-2021** from the office of the Kolkata Municipal Corporation under provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and Building Rules framed there under **and commenced construction on 30<sup>th</sup> December 2021 in respect** of one G+11 floor building and its common amenities and facilities appertaining thereto on the land comprised in the said premises and duly commenced the work of construction of the said new building to be comprised of several self contained flats, car parking and other transferable spaces capable of holding, occupying and enjoying independent of each other and construction would be completed in accordance with the aforesaid sanctioned building plan at the Developer's own costs, expenses and responsibility.
- I. By virtue of aforesaid the Developer is absolutely seized and possessed of or otherwise well and sufficiently entitled inter-alia to **ALL THAT** one self contained residential **Flat No.\_\_\_\_**, containing a super built up area of \_\_\_\_\_ **square feet** little more or less comprising of 3 (Three) Bedrooms, 1 (One) Living cum-Dining Hall, 1 (One) Kitchen, 2 (Two) Bath-cum-Privy, and 1 (One) Balcony with tiles flooring on the \_\_\_\_\_ **Floor** and **one open/covered car parking** space on the ground floor of the said building named as "**KALIM RIVIERA**" on the land comprised in the Premises No. 27 Ekbalpore Lane Kolkata-700023, within Police Station Ekbalpore, as more fully and particularly described in the **Schedule - II** hereinafter written, and for short hereinafter called and referred to as the **DEMISED PROEPRTY**.
- J. The said property/land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as "**KALIM RIVIERA**".
- K. The Owner and Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner and Promoter regarding the Said Land on which Project is to be constructed have been completed.

- L. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated- 25-10-2021 bearing registration no. 2021090040.
- M. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, building, from the Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- N. The Promoter has registered the Project under the provisions of the Act with the \_\_\_\_\_ at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- O. The Allottee had applied for an apartment in the Project vide application no. nil dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, covered area \_\_\_\_\_ sq.ft., super built up area of \_\_\_\_\_ sq.ft. type **3BHK**, on \_\_\_\_\_ floor in [tower/block/building] no. NA ("Building") along with **one open/covered car parking** admeasuring 120 square feet on 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 II and the floor plan or the apartment is annexed hereto and marked as Schedule V).
- P. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- Q. 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.
- R. 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.
- S. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/open parking (if applicable) as specified in para O.

**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 Owner/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para O;
- 1.2 The Total Price for the Apartment based on the super built up area is **Rs. /- (Rupees ) only ("Total Price")**

Block/Building/Tower	No. NA	Rate of Apartment per square feet*
Apartment No./ Flat No. 9D		<b>Area- sq.ft. @ Rs. /- per sq.ft.</b>
Type: 3BHK		<b>Rs. /-</b>
Floor: 9 <sup>th</sup> floor		
<b>Total price (in Rupees)</b>		<b>Rupees only</b>

Garage/Open parking-1	Price for 1 Rs. /-
<b>Total price (in Rupees)</b>	<b>Rupees only</b>

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Owner/Promoter towards the Apartment.
- (ii) The Total Price above does not includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion 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.

Provided further that if there is any increase in the taxes after the expiry of the Schedule date of completion of the project as per registration with Authority, which 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.



- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount and/or part thereof payable as stated in clause 1.2 above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation and/or shall make payment demanded by the Promoter 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 : 1) pro rata share in the Common Area ; and 2. Garage/closed parking (s) as provided in the Agreement including 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 tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc, and include cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.3 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.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule IV ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee 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 Allottee by the Promoter.
- 1.6 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 Schedule "III" (which shall be in conformity with the advertisement, prospectus, etc. On the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the 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.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the 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 Schedule IV. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subjected 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 Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of 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 fire fighting equipment in the common areas, maintenance charges as per para II etc, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
  - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with **one open/covered garage/car 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 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.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by 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 therefore by such authority or person.
- 1.11 The Allottee has paid a sum of **Rs. \_\_\_\_\_/-** (**Rupees \_\_\_\_\_** ) **only** as booking amount being part payment towards the Total Price of the Apartment at the time of application/execution of this agreement for sale, 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 [Schedule IV] 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 prescribed in the Rules.

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

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

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name 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 after receiving the occupancy certificate or the completion certificate or both, 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 Schedule IV ("Payment Plan").

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities, 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, amenities and facilities. 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 Real Estate (regulation and Development) Act 2016 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:**

- 7.1 Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter based on the approved plans and specifications assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within 3 years 6 months after the construction starts 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 at least thirty days prior to such termination. After refund of the money paid by the Allottee, the 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.

**7.2 Procedure for taking possession** –The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice 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, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate for the project. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate of the Project.

**7.3 Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per clause 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.

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

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

**7.5 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his/her/their 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.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- (ii) (due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed 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 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 Owner/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 or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be:

(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 completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and association of Allottees or the competent authority, as the case may be;

(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:**

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1. For the purpose of this clause 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;



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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed 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 prescribed 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 forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two 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 money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

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

The Promoter, on receipt of 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 date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees upon the issuance of the completion certificate of the project. 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 on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligation in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

The Promoter / maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to

permit the association of Allottees and/or maintenance agency to enter into the Apartment 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 “**KALIM RIVIERA**”, 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. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their 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 tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2 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.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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/they 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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, 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/Plot/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

**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 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 Registrar/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.

**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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee in not making payments as per the Payment Plan[Schedule IV] 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.
- 25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this

Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

**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):

Promoter Name : **ATK REALTORS LLP**

(Promoter Address): 63, Rafi Ahmed Kidwai Road, Kolkata- 700016.

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

**31. JOINT ALLOTTEES:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

**34. OTHER PAYMENTS**

1. Electricity connection and transformer @ Rs. 100/- per SQFT. (SBUA)
2. Generator Charges approx 1000W (only for fans & lights, Not for AC, Geyser, etc) @ Rs. 100/- per sq.ft.
3. In the event of the Vendor/Developer providing any additional materials facilities or gadget to the benefit of the resident of the building then the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common areas. On whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Vendor/Developer in consultation with the Purchaser.
4. Advance Maintenance Charges for two year maintenance (interest free) @ Rs. 3.00/- per sq.ft.
5. Legal & Documentation Charges: (i) At the time of Deed of Conveyance Rs. 25,000/- (ii) Agreement for Sale (if registered Rs. 20,000/-)
6. Mutation Exp. (Processing & Documentation charges) Rs. 20,000/- only.
7. Sinking Fund (interest free) @ Rs. 50/- per sq.ft.
8. KMC (Property Tax) as per on actual demand

9. Integrated intercom system (excluding GST) Rs. 5,000/-
10. Wiring for Cable connection and internet connectivity (excluding GST) Rs. 6,000/-.
11. Internal pipe line & wiring for AC (excluding GST) Rs. 24,000/-.
12. GST as may be applicable at such rate as prescribed in the GST Act.

**SCHEDULE - I AS REFERRED TO ABOVE**

**Description of Land and Premises**

**ALL THAT** piece and parcel of land measuring an area of 35 (Thirty Five) Cottahs, more or less, together with G+XI storied residential building (under construction) thereon the same being comprised in and being part and portion of and being situate and lying at and known and numbered as Premises No. 27 Ekbalpore Lane Kolkata-700023 within Police Station Ekbalpore, District South 24 Parganas, Ward No.078 of the Kolkata Municipal Corporation and butted and bounded as follows :-

- On the North by : Ekbalpore Lane;
- On the East by : Partly by Premises No.25 Ekbalpore Lane and partly by Premises No. 24 Gulpara;
- On the South by : Partly by Premises No.8A Rajab Ali lane and partly by Premises No.9A Rajab Ali Lane, and
- On the West by : Partly by Premises No.27A Ekbalpore Lane,  
partly by Premises No.27/1 Ekbalpore Lane, partly by Premises No.27/2 Ekbalpore Lane and partly by Premises No.27/3 Ekbalpore Lane.



**SCHEDULE – II AS REFERRED TO ABOVE****(Description of the said Property)**

**ALL THAT** One self contained **Flat No.....**, containing by estimation an area of \_\_\_\_\_ **Square Feet**, Super Built up area, consisting of 3 (Three) Bed Rooms, 1 (One) Living cum dining Hall, 1 (One) Kitchen, 2 (Two) Bath cum Privy & 1 (One) Balcony located on the \_\_\_\_\_ **floor** and **one open car parking space open to sky** on the ground floor of the situate lying at Premises No. 27 Ekbalpore Lane Kolkata-700023 within Police Station Ekbalpore, and butted and bounded as follows :-

On the North by :

On the South by :

On the East by :

On the West by :

**SCHEDULE – III AS REFERRED TO ABOVE**

**(Showing the Specification of work/Specifications, amenities, facilities of the apartment at the said project)**

Wall : Plaster of Paris should be done in all the rooms and in all the walls of the Flat including Verandah and lobby and stair-case.

Window : Aluminium sliding window fitted with glass.

Floor : The floor of the entire flat will be finished with vitrified tiles.

Doors : All Doors with Wooden frame of Sal-wood of standard size. All Doors will be flush type door with Night Latch in the main door.

Toilet : Doors of P.V.C. material. Ceramic tiles on all sides of the internal wall at a 7' feet high. Concealed plumbing Line of G.I. pipes with 2 (Two) tap Point and sanitary of STANDARD MAKE. One Geyser point

will be provided for hot water and other bathroom will be provided with normal water.

Kitchen	:	Cooking Table of Granite stone. One Stainless Steel sink And suitable power point. The floor will be of vitrified Tiles.
Sanitary Installations	:	P.V.C. (Supreme/Prince) and P.V.C., Ori-Plast Pipe.
Water Supply	:	Municipal Supply – Underground Reservoir and Over-head Reservoir and a set of water pumps and electric-motor.
Electrification	:	Full concealed wiring/surface wiring with copper wire and plastic board finish. Two Light Point in each room with One Fan point and Two Light point each in Bathroom and Kitchen.
Swimming Pool	:	One swimming Pool shall be provided on the Top floor.
Gymnasium	:	One standard size Gyms Hall shall be provided with exercise machines and tools.
Community Hall	:	One standard size community hall.
Compulsory	:	Telephone point and T.V. Point in drawing room.
Lift	:	3 Nos. Lift of standard size shall be installed.

**Foot Note :-**

- 1. The Iron grill on the window shall be fixed at the cost of the purchaser.***
- 2. Meter for the supply of electricity shall be installed at the cost of the PURCHASERS and the amount of the security deposit required by the C.E.S.C Ltd.***
- 3. The PURCHASERS has to contribute proportionate amount for the installation of the Transformer.***

**SCHEDULE IV AS REFERRED TO ABOVE****(Showing the Mode of Cheque Payment/Payment Plan)**

<b>SL.</b>	<b>PARTICULARS</b>	<b>AMOUNT</b>
1	At the time of booking	Rs.
2	30% At the time of execution of sale of agreement/within 30 days including of booking amount	Rs.
3	10% At the time of completion of Foundation	Rs.
4	10% At the time of completion of 1 <sup>st</sup> floor casting	Rs.
5	10% At the time of completion of 3 <sup>rd</sup> floor casting	Rs.
6	10% At the time of completion of 5 <sup>th</sup> floor casting	Rs.
7	05% At the time of completion of 7 <sup>th</sup> floor casting	Rs.
8	05% At the time of completion of 9 <sup>th</sup> floor casting	Rs.
9	05% At the time of completion of 11 <sup>th</sup> floor casting	Rs.
10	05% At the time of completion of brickwork of flat booked	Rs.
11	05% At the time of completion of flooring of flat booked	Rs.
12	05% At the time of Possession/or registration (whichever is earlier)	Rs.
	<b>TOTAL</b>	<b>Rs.</b>

**NOTE: - Additional GST, which the purchaser is liable to pay separately at the prescribed rate under GST 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:**

**Owners/Vendors:**

**For & on behalf of:**

**MRS. CECELIA MARGARET D CRUZ**

**MRS. ROSALIND D CRUZ**

**MRS. CABRINI BAGWALLA**

**MR. ANGELO ROBERT D CRUZ**

Please affix  
Photographs  
and Sign across  
the photograph

**SYED ABRAR IMAM**  
**Constituted Attorney**

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

**Allottee/Purchaser: (including joint buyers)**

Signature \_\_\_\_\_

**Name:**

Address :

Please affix  
Photographs  
and Sign across  
the photograph

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

**Developer/ Promoter:**

Please affix  
Photographs  
and Sign across  
the photograph

Signature \_\_\_\_\_

Name: **ATK REALTORS LLP**

Address : 63, Rafi Ahmed Kidwai Road

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

**WITNESSES:**

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Drafted and prepared by :

(BHUPENDRA GUPTA)  
Advocate  
HIGH COURT AT CALCUTTA  
Enrolment No.WB/98/2001

**MEMO OF CONSIDERATION**

**RECEIVED** from within named Purchaser a sum **Rs. /- (Rupees)**, only as per memo stated below:

<b>SL</b>	<b>Date</b>	<b>Mode</b>	<b>Total Amount received (Rs.)</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
		<b>TOTAL</b>	

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SIGNATURE OF THE DEVELOPER  
**ATK REALTORS LLP**  
 (Acting through its Designated Partner  
**SYED ABRAR IMAM)**

**WITNESSES:**

**1.**

**2.**

Ref.No. **Riviera /Allotment/** \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub:** Provisional Allotment of Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor of Block \_\_\_\_\_ in Building having a Carpet area of \_\_\_\_\_ Sq.Ft, Super Builder Area \_\_\_\_\_ Sq ft. in the project "**Riviera**" being developed at the property comprised in 27 Ekbalpore Lane, Kolkata-700023 in the District of South 24 Parganas with \_\_\_\_\_ *Open/Covered/Mechanical car park and \_\_\_\_\_ Two-wheeler Parking Facility*<sup>1</sup>. ("Apartment")

Dear Sir,

Please refer to the application for allotment of the aforesaid Unit made by you on \_\_\_\_\_.

We are pleased to provisionally allot you the Apartment on and subject to the Terms and Conditions as contained in and annexed to the Application Form. The Consideration for transfer of the Apartment shall be Rs. \_\_\_\_\_ payable by you as per the Payment Schedule for the Price mentioned in Part - IV of Annexure II of the said Application form. You shall be bound to observe, fulfil and perform of all requirements, conditions and the Terms and Conditions contained in and annexed to the Application Form submitted by you in the manner and within the time stipulated therefor, which please note.

Thanking you,  
Yours truly,

**For A T K REALTORS LLP**

**ACCEPTED AND CONFIRMED**

Authorized Signatory  
Applicant

(Signature of the

\_\_\_\_\_  
<sup>1</sup> If applicable

## APPLICATION FORM

### FOR INDIVIDUALS

#### APPLICANT DETAILS

#### SOLE/ FIRST APPLICANT

Full Name: \_\_\_\_\_

Husband's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Correspondence Address \_\_\_\_\_

City: \_\_\_\_\_

Pin: \_\_\_\_\_

State: \_\_\_\_\_

Country: \_\_\_\_\_

Police Station \_\_\_\_\_

Pan No. \_\_\_\_\_

Mobile: \_\_\_\_\_

Residence No. \_\_\_\_\_

Office No. \_\_\_\_\_

Email \_\_\_\_\_

OCCUPATION: [ ] Service, [ ] Professional, [ ] Business, [ ] Housewife, [ ] Others

#### DOCUMENT PROVIDED

IDENTITY PROOF: [ ] Pan Card

ADDRESS [ANY ONE] [ ] Voter ID Card, [ ] Passport, [ ] Aadhar Card, [ ] Driving License

RESIDENTIAL STATUS: [ ] Indian [ ] NRI

DATE: 06-10-2020

FIRST APPLICANT'S SIGNATURE \_\_\_\_\_

Affix First  
Applicant's  
Photo

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#### CO-APPLICANT / JOINT / SECOND APPLICANT

Full Name: \_\_\_\_\_

Father's Name: \_\_\_\_\_

Affix Co-applicant/  
Second applicant's  
Photo



Mailing Address: \_\_\_\_\_

Correspondence Address \_\_\_\_\_

City: \_\_\_\_\_

Pin: \_\_\_\_\_

State: \_\_\_\_\_

Country: \_\_\_\_\_

Police Station \_\_\_\_\_

Pan No. \_\_\_\_\_

Mobile \_\_\_\_\_

Residence No. \_\_\_\_\_

Office No. \_\_\_\_\_

Email \_\_\_\_\_

Relation with First Applicant: \_\_\_\_\_

**OCCUPATION**    Service    Professional    Business    Housewife    Others

**DOCUMENT PROVIDED**

IDENTITY PROOF    Pan Card

ADDRESS [ANY ONE]    Voter ID Card    Passport    Aadhar Card    Driving License

RESIDENTIAL STATUS    Indian    NRI

DATE: \_\_\_\_\_

JOINT APPLICANT'S SIGNATURE \_\_\_\_\_

**COMPANY/FIRM**

Name of the organisation \_\_\_\_\_

Status    Proprietorship Firm    HUF    Pvt. Ltd./Ltd. Company    LLP

Partnership Firm    Others \_\_\_\_\_

Date Of Incorporation \_\_\_\_\_

Place Of Incorporation \_\_\_\_\_

CIN \_\_\_\_\_

IT PAN \_\_\_\_\_

Registered/Head Office Address \_\_\_\_\_

City \_\_\_\_\_ Pin \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Website \_\_\_\_\_

Communication Address \_\_\_\_\_

City \_\_\_\_\_ Pin \_\_\_\_\_ Country \_\_\_\_\_

**AURHORIZED SIGNATORY/ KARTA DETAILS**

Name \_\_\_\_\_

Address \_\_\_\_\_ Pin \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**DOCUMENTS ENCLOSED**

DIR-2/Form 32 [ ]

Certificate in corporation [ ]

Memorandum of Association [ ]

Articles of Association [ ]

Trade Licence [ ]

Board Resolution [ ]

IT PAN Card of Company [ ]

IT PAN Card of Authorized Signature [ ]

(ALL Copies should be self-attested with the company's stamp)

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

**CHOICE OF FLAT/FLATS**

1. FLAT NO.

2. FLOOR NO.

3. SUPER BUILT-UP AREA (SQFT):

**PRICE & PAYMENT DETAILS:**

1 Basic Price of \_\_\_\_\_ sq.ft (SBUA), @ Rs. \_\_\_\_\_/- per sq.ft = Total Rs. \_\_\_\_\_/-

2 Car Parking No. \_\_\_\_\_

3 (Covered) @ Rs. \_\_\_\_\_ (Open) @ Rs. \_\_\_\_\_ = Total Rs. N.A.

**TOTAL CONSIDERATION Rs. \_\_\_\_\_/-**

**(RUPEES \_\_\_\_\_ ONLY)**

### **PAYMENT SCHEDULE:**

SL	%	PARTICULARS	AMOUNT
1		At the time of booking	Rs.
2	30%	At the time of execution of sale of agreement/within 30 days including of booking amount	Rs.
3	10%	At the time of completion of Foundation	Rs.
4	10%	At the time of completion of 1 <sup>st</sup> floor casting	Rs.
5	10%	At the time of completion of 3 <sup>rd</sup> floor casting	Rs.
6	10%	At the time of completion of 5 <sup>th</sup> floor casting	Rs.
7	5%	At the time of completion of 7 <sup>th</sup> floor casting	Rs.
8	5%	At the time of completion of 9 <sup>th</sup> floor casting	Rs.
9	5%	At the time of completion of 11 <sup>th</sup> floor casting	Rs.
10	5%	At the time of completion of brickwork of flat booked	Rs.
11	5%	At the time of completion of flooring of flat booked	Rs.
12	5%	At the time of Possession/or registration (whichever is earlier)	Rs.
Note:		Extra GST payable as applicable	

### **APPLICANT PAYMENT DETAILS**

I/We enclose herewith DD/Cheque No. \_\_\_\_\_ Drawn on \_\_\_\_\_

Branch \_\_\_\_\_ Dated \_\_\_\_\_ of Rs \_\_\_\_\_/-

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

**GENERAL TERMS & CONDITIONS (GTC) FOR BOOKING OF FLAT/FLATS IN “ \_\_\_\_\_ ” at**  
**27,Ekbalpore Lane, Kolkata- 700023.**

1. Any individual (Sole or joint), or any other entity can apply for booking of flat/flats in the project named “ \_\_\_\_\_ ” developed by **A T K REALTORS LLP**.
2. Booking shall be confirmed subject to availability of chosen flat/flats and also at the sole discretion of **A T K REALTORS LLP**
3. An Applicant applying for booking of flat/flats will be required to furnish necessary documents as mentioned in the application Form and/or otherwise required by **A T K REALTORS LLP** From time to time.
4. Applications have to be made in the prescribed Application Form. It is important that care is taken to go through and understand the terms conditions and instructions before filling in the Application Form.

5. Application must be accompanied by an A/C Payee cheque or Bank Draft or pay Order drawn in favour of **A T K REALTORS LLP** payable at Kolkata for the Booking Amount as Stated in the payment schedule contained with Application Form.
6. The Applicant who is buying the flat has to deduct TDS @ 1% on the total consideration amount.
7. All documents including the Agreements for sale and Deeds of Transfer/Conveyance regarding the project shall be prepared by solicitors appointed by **A T K REALTORS LLP**
8. The applicant has clearly understood that the application form does not make the applicant entitled to final allotment of the flat/flats even after acknowledgment of receipt of the application money.
9. The Applicant accepts and agrees to abide by the Payment Schedule contained herein and undertakes to pay the Agreed Consideration, Additional Payments, Deposits, etc in respective due dates, in accordance with the same. Possession of the flat/flats shall be made over to the Applicant subject to the Applicant making full payment of all dues including the Agreed Consideration, Additional Payments And Deposits Including those mentioned in the Agreement for sale and all other dues etc. to **A T K REALTORS LLP**
10. The agreed consideration and basic rate stated herein is exclusive of any kind of taxes, duties, charges levies etc. That may be levied by or be payable to the Government. All levies, duties, charges, surcharges, rates, taxes and outgoings including GST, sales tax, VAT, Work contract Tax, CST , betterment fee, development charges etc. If any, that may be payable relating to the construction, transfer, ownership or maintenance of the flat/flats booked by the Applicant and/or the amounts payable for the same and / or relating to this Application, the Agreement for sale and/or the Deed of Conveyance shall be the liability of the Applicant and the Applicant undertakes to make payment of the same in time or as and when the same is demanded by **A T K REALTORS LLP**
11. In case of default/delay in making any payment to **A T K REALTORS LLP**, interest shall be payable by the Applicant at the rate of (a 18% (Eighteen percent) per annum from the due date till the date of payment . in case of any deviation and/or default in adherence to the payment schedule, this application shall be liable to be cancelled at the discretion of **A T K REALTORS LLP** Upon such cancellation charges @ 10% (Ten percent) of the total consideration amount.
12. In case of cancellation of flat/flats booking made by the applicant, then 20% (Twenty percent) of the advance paid against flat/flats booking shall be forfeited which includes cancellation charge and GST charge.

13. In case the Applicant fails to pay more than two instalments of payment in time then this application shall be cancelled without any intimation or notice
14. The Applicant cannot assign or nominate anyone else in his/her/its place without obtaining prior written consent of **A T K REALTORS LLP** And making payment of a Transfer Fee of Rs. 1,00,000/- (Rupees One lac only) or @ Rs. 100/- per Sq.ft. (whichever is higher) to **A T K REALTORS LLP** However no assignment, nomination or transfer of allotment shall be permissible/allowed within 24 (Twenty four) months from the date of execution of Agreement for sale.
15. **A T K REALTORS LLP** Shall have full right power and authority to make any variations, alterations, deletions and/or modification in plans and **A T K REALTORS LLP** May make such changes either at its sole discretion or as may be directed by any competent authority and the Applicant shall have no right to objects regarding the same.
16. All correspondence will be made with the Applicant at the address indicated in the Application Form unless changes in address has been intimated to **A T K REALTORS LLP** in writing by registered post.
17. **A T K REALTORS LLP** at its sole discretion may relax or modify any of the conditions stated herein. It also reserves the right to reject any application without assigning any reason whatsoever.
18. **A T K REALTORS LLP** And Land Owners/or its affiliated, officers, designated partner/partner, employees, agents, members, servants etc. Shall not be liable for any direct, indirect, punitive, incidental or consequential losses/claims/demand/damages suffered by any person/persons due to loss of document, delay in postal services, delay in handing over possession of the flat/flats and any other eventualities beyond the control of **A T K REALTORS LLP** And its associates and applicant agrees to keep **A T K REALTORS LLP** And Land Owners/or its affiliates, officers, designated partner /partner, employees, agents, members, servants, etc. Saved harmless and indemnified with regards thereto.
19. The Applicant has read and understood the contents of the Application Form and this General Terms and Conditions and all terms, conditions obligations, considerations etc. Contained herein are fully acceptable to and agreeable by Application Form and the Agreement for Sale.

I/We hereby further confirm and acknowledge that:

- (i) I/We have inspected the architectural plants, flat layout etc. Acknowledge that the same is liable to be allured or modified at the sole discretion of **A T K REALTORS LLP**

- (ii) Have Satisfied myself/ourselves as to the location of unit and the areas to form part of the same and acknowledge that the said unit shall be allotted at the sole discretion of **A T K REALTORS LLP.**

Thanking you,

Yours faithfully

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**FIRST APPLICANTS SIGNATURE**

Place:

Date:

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**JOINT APPLICANT SIGNATURE**

Place:

Date:

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**AUTHORISED SIGNATORY**

Name \_\_\_\_\_

Place:

Date: