

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“AGREEMENT”) executed on the _____ day of _____, 2023,

By and Between

(1)SRI. SUDHIR KUMAR BISWAS [PAN No. AZGPB9219D] [AADHAAR No. 4100 4752 5532], son of Late Kunja Bihari Biswas, by Occupation – Retired, by Religion – Hindu, by Nationality – Indian, residing at Panchanan Tala Road, Post Office – Khardah, Police Station – Khardah, Kolkata – 700 115, District –

North 24 Parganas, West Bengal, **(2) SMT. ANJU BISWAS [PAN No. BAPPB3617Q] [AADHAAR No. 9387 6081 8752]**, wife of Late Shyamal Biswas, by Occupation – Home Maker, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 51, Panchanan Tala Road, Post Office – Khardah, Police Station – Khardah, Kolkata – 700 115, District – North 24 Parganas, West Bengal, **(3) SRI. SAWTIK BISWAS [PAN No. BQUPB4037K] [AADHAAR No. 6577 3297 6044]**, son of Late Shyamal Biswas, by Occupation – Service, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 51, Panchanan Tala Road, Post Office – Khardah, Police Station – Khardah, Kolkata – 700 115, District – North 24 Parganas, West Bengal, **(4) SRI. SUJIT KUMAR SUR [PAN No. ASJPS0988L] [AADHAAR No. 2416 0454 7635]**, son of Sri. Amar Nath Sur, by Occupation – Service, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 216, Bangali Tola, Post Office – _____, Police Station – Chakradharpur, Pincode - _____, District – Pashimi Singbhum, Jharkhand and **(5) M/S. SREE MAHABEER CONSTRUCTION [PAN No. ACJFS9498K]**, a partnership firm having its registered office at Premises No. 10/C, Gopal Chandra Chatterjee Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – Kolkata, West Bengal, represented by its partners namely **(1) PRADIP KUMAR YADAV [PAN No. ACIPY7596B] [AADHAAR No. 8803 8835 2467]**, son of Hanuman Prasad Yadav, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 38/A, Gopal Chandra Chatterjee Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal, **(2) DHRUB KUMAR MANJHI [PAN No. APMPM5820R] [AADHAAR No. 4595 4276 7586]**, son of Late Motilal Manjhi, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 22, Gobinda Mondal Lane, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal and **(3) LAKHI PRASAD GUPTA [PAN No. AFFPG2147C] [AADHAAR No. 5503 2576 7885]**, son of Sital Prasad Gupta, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No.

29/H/26, Cossipore Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal, hereinafter jointly called and referred to as the “**OWNERS**” (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART**.

The OWNER No. 1 to 4 are represented by their **Constituted Attorney** namely **M/S. SREE MAHABEER CONSTRUCTION [PAN No. ACJFS9498K]**, a partnership firm having its registered office at Premises No. 10/C, Gopal Chandra Chatterjee Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – Kolkata, West Bengal, represented by its partners namely **(1) PRADIP KUMAR YADAV [PAN No. ACIPY7596B] [AADHAAR No. 8803 8835 2467]**, son of Hanuman Prasad Yadav, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 38/A, Gopal Chandra Chatterjee Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal, **(2) DHRUB KUMAR MANJHI [PAN No. APMPM5820R] [AADHAAR No. 4595 4276 7586]**, son of Late Motilal Manjhi, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 22, Gobinda Mondal Lane, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal and **(3) LAKHI PRASAD GUPTA [PAN No. AFFPG2147C] [AADHAAR No. 5503 2576 7885]**, son of Sital Prasad Gupta, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 29/H/26, Cossipore Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal, by Development Power of Attorney (after registered Development Agreement) dated 2nd August, 2021, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Pages from 254010 to 254048, being No. 150605969 for the year 2021.

AND

M/S. SREE MAHABEER CONSTRUCTION [PAN No. ACJFS9498K], a partnership firm having its registered office at Premises No. 10/C, Gopal Chandra Chatterjee Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – Kolkata, West Bengal, represented by its partners namely **(1) PRADIP KUMAR YADAV [PAN No. ACIPY7596B] [AADHAAR No. 8803 8835 2467]**, son of Hanuman Prasad Yadav, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 38/A, Gopal Chandra Chatterjee Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal, **(2) DHRUB KUMAR MANJHI [PAN No. APMPM5820R] [AADHAAR No. 4595 4276 7586]**, son of Late Motilal Manjhi, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 22, Gobinda Mondal Lane, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal and **(3) LAKHI PRASAD GUPTA [PAN No. AFFPG2147C] [AADHAAR No. 5503 2576 7885]**, son of Sital Prasad Gupta, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 29/H/26, Cossipore Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal, hereinafter called and referred to as the “**DEVELOPERS**” (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN

_____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar no. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

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

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

The Developer and allottee shall hereinafter collectively by referred to as the
 “parties” and individually as a “Party”.

WHEREAS:

- A. The Owners herein are the joint owners of **ALL THAT** the piece and parcel
 of homestead land measuring of an area 8 Cottahs more or less together
 with ____ shed structure measuring an area of ____ sq. ft. standing
 thereon, situated at Premises No. 2/1, Gobindo Mondal Road, Police
 Station - Cossipore, Kolkata - 700002, Assesse No. 110010401227,
 Borough - 01, within Ward No. 1 of the Kolkata Municipal Corporation
 and within the Jurisdiction of A.D.S.R. Cossipore Dum Dum, District -
 North 24 Parganas,(more fully and particularly mentioned, described,
 explained, enumerated, provided and given in the **SCHEDULE A (PART-II)**
 hereunder written and/or given and hereinafter referred to as the
PREMISES). The mode and manner by which the Owners have acquired

right, title and interest in the **SCHEDULE A (PART-II)** will appear from the **SCHEDULE A (PART- I)** hereunder written and/or given.

- B. The Owner Nos. 1 to 4 and the Developer herein have entered into Joint Venture Agreement dated 2nd August, 2021, registered in the office of the Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Pages from 252897 to 252960, being No. 150605945 for the year 2021, for the purpose of construction of multi-storied building on the said premises and according to other terms and conditions as contained therein.
- C. Development Power of Attorney (after registered Development Agreement) dated 2nd August, 2021, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Pages from 254010 to 254048, being No. 150605969 for the year 2021, was executed by the Owner Nos. 1 to 4 herein in favour of the Developer herein, as per the terms and conditions contained therein.
- D. The said premises is earmarked for the purpose of building commercial project, comprising of a multistoried building and the said project shall be known as **'MAHABEER APARTMENT'**.
- E. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed;

- F. Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated _____ bearing Building Permit No. 2022010149.
- G. The Developer has obtained the final layout plan approvals for the Project from the Kolkata Municipal Corporation vide **Building Permit No. 2022010149, dated 28/12/2023**. The Developer 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;
- H. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at _____ no _____ ;
- I. The Allottee had applied for an apartment in the Project and has been allotted Apartment No. _____ having carpet area of _____ square feet, type _____, no _____ floor in building along with garage / closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage / closed parking], 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 B);
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- K. The Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:
- 1.1. The Title of the Developer in respect of the Premises along with Development Agreement as well as the Development Power of Attorney (if any);
 - 1.2. The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;
 - 1.3. The Carpet Area of the Said Apartment;
 - 1.4. The Specifications and common Portions of the Project;
 - 1.5. The respective rights interest and entitlements of the Developer and the Allottees under this Agreement for Sale.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rule, regulations, notifications, etc., applicable to the Project;
- M. 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;
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by an between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in paragraph I;

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

1. TERMS:

Subject to the terms and conditions as detailed in the Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph I;

The Total Price for the Apartment based on the carpet area of.....sq. ft.excluding (balcony area having carpet area.....sq. ft.), is Rs. _____ (Rupees _____ only (“Total Price”) (total super build up areasq. ft.) (Give break up and description):

Block / Building / Tower no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*

*Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed Parking – 1	Price for 1
Garage/Closed Parking – 2	Price for 2

Explanation:

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

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

- (iii) The Developer shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the

acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of Apartment includes: I) pro rata share in the Common Areas; as provided in the Agreement.

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

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

It is agreed that the Developer Shall not make any additions and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the

changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.

Subject to Clause 9, the Developer 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(excluding the roof right which shall be retained by the Developer). Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of allottees 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, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Allottee agrees that the project is an independent, self-contained project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely '**MAHABEER APARTMENT**' 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 Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, 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 Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the

authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The 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 the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Developer 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/she/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 Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '_____' payable at _____.

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made hereof and all other applicable laws, including that of remittance of Payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission,

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

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

4. **ADJUSTMENT / APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Developer 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 Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. **TIME IS ESSENCE**

Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee after making application for completion certificate 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 Developer as provided in Schedule C ("Payment Plan").

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

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans, sanction plans [annexed along with the Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer Shall develop the Project in accordance with the said layout plans, sanction plans, floor plans and specifications. Subject to the terms in the Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation 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 Developer shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT**

Schedule for possession of the said [Apartment]: The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved

plans and specifications, assures to hand over possession of the Apartment within ____ months, from the date sanction of building plan, with an additional period of ___ months, unless there is delay or failure due to war, flood, drought, fire, strike, agitations, bandhs, 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 Developer shall be entitled to the extension of time of 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 Developer to implement the project due to Force Majeure Conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date without any interest and after deduction of Tax which was already paid to the government. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession - The Developer, upon obtaining of the occupancy certificate to 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) month from the date of issue of such notice and the Developer shall give possession of the Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer / association of Allottees, as the

case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within ____ days of receiving the occupancy certificate of the Project.

Failure of allottee to take Possession of [Apartment] : Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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 Developer to hand over the duplicate copy of necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Cancellation by Allottee - The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within 45 days of such cancellation without any interest.

Compensation –

The Developer shall compensate the Allottee in case of any loss caused to him/her/them 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 Developer 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 herein; or (ii) due to discontinuance of their business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by them in respect of the Apartment, without any interest within 45 days in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project.

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

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

- (i) The Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provided details of such encumbrances including any rights, title, interest and name of party in or over such land]

- (iv) There are no litigations pending before any Court of law 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 Developer 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 Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of allottee under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Schedule Property;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or

penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and / or the Project;
- (xiii) That the property is not Waqf property.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) If the Developer fails to provide ready to move in possession of the Apartment/unit to the Allottee within the time period specified. 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 respect;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee after deducting the tax which was already paid to the government under any head whatsoever towards the purchase of the apartment 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 can do so.

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 Developer as per the Payment Plan annexed hereto, despite having been issued notice in the regard the allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ___ consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and tax which was already paid to the government and this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE SAID APARTMENT**

The Developer, on receipt of complete amount of the Price of the Apartment / unit 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 applying for the occupancy certificate. However, in case the Allottee fails to deposit the Stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee. The allottee shall be solely responsible and liable for compliance of the provisions of the 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

Maintenance Deposit cost to be paid per month per Sq. ft @ Rs. ___/- from the date of possession for ___months out of which ___ months deposits amount is adjustable and another ___ months deposited amount shall remain as security money which shall be refunded by the Developer after hand over the project by the Developer to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever.

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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5(five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer'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 allottee (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

The Developer / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency 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 service areas, if any, as located within the Project '**MAHABEER APARTMENT**' shall be earmarked for purposes of electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted

touses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than 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 Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, window grills, publicity material or advertisement material etc. on the face / faced 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 or the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store and hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and / or maintenance agency appointed by association of allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any or the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment / at his / her own cost.

18. **ADDITIONAL CONSTRUCTIONS**

The Developer 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 any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

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

After the Developer 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/Plot/Building].

20. **APARTMENT OWNERSHIP ACT**

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

21. **BINDING EFFECT**

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

23. **RIGHT TO AMEND**

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

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

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

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

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

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 reasonable inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee (s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartment/Plot] 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 Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in _____, after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____, District- _____.

30. **NOTICES**

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly

served if sent to the Allottee or the Developer by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Developer Name

_____ (Developer Address)

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

31. JOINT ALLOTTEES

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

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 amicable by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act at _____, District- _____.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottees:

(1) Signature _____

(2) Signature _____

Name-

Name-

Address-

Address-

SIGNED AND DELIVERED BY THE WITHIN NAMED SIGNATURE OF THE OWNER.

(1) Signature _____

Name-

Address-

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developer: _____

Address: _____

Signature _____

At _____, on _____ in the presence of:

WITNESSES:

(1) Signature _____ (2) Signature _____

Name _____ Name _____

Address _____ Address _____

SCHEDULE A

PART - I

WHEREAS by virtue of a Deed of Partition registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 22, Pages 142 to 145, being No. 1128 for the year 1933, Atul Krishna Neogy and Kartik Chandra Neogy became the joint and absolute owners of the two premises being Premises No. 38A, B.T. Road, Police Station – Cossipore, Kolkata – 700 002 and Premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation and each entitled to undivided one-half share therein.

AND WHEREAS thereafter, Atul Krishna Neogy died intestate on 27th December, 1954, leaving behind his wife namely Niva Nani Das (Neogy) and two sons namely Sukumar Neogy and Nirmal Kumar Neogy to inherit their undivided one-third share in Premises No. 38A, B.T. Road, Police Station –

Cossipore, Kolkata – 700 002 and Premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation.

AND WHEREAS a Family Deed of Trust dated 3rd May, 1985, registered in the office of District Registrar, Alipore and recorded in Book No. I, Volume No. 100, Pages from 135 to 146, being No. 5834 for the year 1985, was executed jointly by Niva Nani Dasi (Neogy) and Sukumar Neogy as settlors and trustees in respect of their undivided one-third share in Premises No. 38A, B.T. Road, Police Station – Cossipore, Kolkata – 700 002 and Premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation and according to other terms and conditions contained therein.

AND WHEREAS Nivanani Dasi (Neogy) died intestate on 15th October, 1986, leaving behind her son namely Sukumar Neogy to act as the settlor and trustee in respect of their undivided one-third share in Premises No. 38A, B.T. Road, Police Station – Cossipore, Kolkata – 700 002 and Premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation.

AND WHEREAS Sukumar Neogy died intestate 31st July, 1989, as a bachelor.

AND WHEREAS according to the said Family Deed of Trust dated 3rd May, 1985, being No. 5834 for the year 1985, after the demise of Niva Nani Dasi (Neogy) and Sukumar Neogy, Smt. Durga Neogy shall become the sole trustee in respect of the land measuring 3 cottah comprised in Premises No. 38A, B.T. Road, Police Station – Cossipore, Kolkata – 700 002 and 8 cottah

comprised in Premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation.

AND WHEREAS Durga Neogy died on 12th June, 2013.

AND WHEREAS according to the said Family Deed of Trust dated 3rd May, 1985, being No. 5834 for the year 1985, after the demise of Smt. Durga Neogy, Shyamal Kumar Biswas, Sudhir Kumar Biswas, Golok Ghosh and Sujit Sur jointly became the ultimate beneficiaries in respect of the land measuring 3 cottah comprised in in Premises No. 38A, B.T. Road, Police Station – Cossipore, Kolkata – 700 002 and 8 cottah comprised in Premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation.

AND WHEREAS Golok Ghosh died intestate on 30th April, 2016, leaving behind his wife namely Archana Ghosh as his only legal heir and successor. Be it mentioned herein that Renuka Ghosh, mother of Late Golok Ghosh pre-deceased him on 9th November, 2001.

AND WHEREAS Nirmal Kumar Neogy was the owner of the undivided one-third share in the undivided one-half share of Late Atul Krishna Neogy in Premises No. 38A, B.T. Road, Police Station – Cossipore, Kolkata – 700 002 and Premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation.

AND WHEREAS a Partition Suit being Title Suit No. 189 of 1984 (Nirmal Kumar Kumar Neogy vs Sudhir Kumar Biswas & 4 others) was instituted before the 1st Learned Civil Judge (Senior Division) at Alipore, by Nirmal Kumar Neogy

against Sudhir Kumar Biswas, Shyamal Kumar Biswas, Golok Ghosh (substituted by his wife Smt. Archana Ghosh after his demise) and Sujit Sur.

AND WHEREAS a Preliminary Decree was passed on 31st March, 2014 by the Learned Court in the Title Suit No. 189 of 1984 (Nirmal Kumar Kumar Neogy vs Sudhir Kumar Biswas & 4 others), declaring Nirmal Neogy was entitled to one-third share and the ultimate beneficiaries namely Shyamal Kumar Biswas, Sudhir Kumar Biswas, Golok Ghosh (substituted by Smt. Archana Ghosh) and Sujit Sur were allotted two-third share therein.

AND WHEREAS the said preliminary decree dated 31st March, 2014 passed by the Learned 1st Civil Judge (Senior Division) at Alipore in the Title Suit No. 189 of 1984 (Nirmal Kumar Kumar Neogy vs Sudhir Kumar Biswas & 4 others) was confirmed by a Final Decree dated 19th June, 2019 passed by the Learned Judge Smt. Ishani Chakraborty Banerjee by accpetong the report of the Commissioner alongwith map (made a part of the final decree).

AND WHEREAS Himadri Choudhury, the Advocate Commissioner submitted the Final Report alongwith the map in Title Suit No. 189 of 1984 (Nirmal Kumar Kumar Neogy vs Sudhir Kumar Biswas & 4 others) before the Learned 1st Civil Judge (Senior Division) at Alipore in the following manner inter alia:-

“..... All the parties in suit identified the suit property mentioned in Schedule A in respect of the land and with one storied building standing thereon lying at Premises No. 38A, B.T. Road, Kolkata – 700 002 within Police Station - Cossipore land measuring 3 cottahs more or less and another suit property mentioned in Schedule B in respect of land at Premises No. 2, Gobindo Mondal Lane Now Road, Kolkata – 700 002 within Police Station – Cossipore, land measuring more or less 8 ½ cottahs.

Both the suit properties is standing on 14’ft. wide road namely Gobinda Mondal Lane now Road on the southern side of the suit property running east

to west leading from B.T. Road on the eastern side. I verified the said road physically and ascertained south-eastern and south-western corner of the suit property as per identification relating those points I surveyed and measured Schedule A and Schedule B property with the help of metallic tape which duly checked before smarting of work.

According to filed book, I draw a partition plan to a scale 20'ft, 1".

I dealt with classification and allotment of the property. Perused the preliminary Decree Ld. Court that the plaintiff has got right title interest to the extent of 1/3rd share in schedule 'A' and 'B' and the defendant no. 2(f) Durga Neogi, sole Trustee has got right title interest to the extent of 2/3rd share in the suit property till her death and ultimately beneficiaries, Shyamal Kr. Biswas, Sudhir Kr. Biswas, Golok Ghosh now deceased substituted to his wife Archana Ghosh and Sujit Sur.

After surveyed and measured I got schedule "A" property consist of land with one storied building measuring 3 cottah more or less and Schedule "B" consist of vacant land measuring 8 ½ cottah more or less. At the time of investigation I found plaintiff is in possession in the existing building lying 38A, B.T. Road, Kolkata-2 described in Schedule "A" of the Decree.

I allotted to the plaintiff to the extent of entire share in respect of land with building measuring 3 cottah more or less which within Schedule "A" and also contiguous side land measuring 322 sft. which within "B" delineated in Red border in the partition plan allotted defendant no.2 in the Instant suit adjacent to plaintiff's allotment in respect of vacant land measuring 2 cottahs more or less out of 2/3rd share marked as Plot 1. Thereafter adjacent west of Plot No. 1 allotted to defendant No.4 in respect of 2 cottahs (more or less) marked as Plot No.2, thereafter adjacent west Plot No.2, I allotted to defendant No. 1 marked as Plot No.3 in respect of 2 cottah (more or less) and thereafter extreme west marked as Plot No.4 measuring 2 cottahs (more or less) allotted to defendant No.3, I delineated in Green Border of total area of Plot Nos. 1 to 4 in

the partition Plan. I made the allotment as far as practicable in possession of the parties

AND WHEREAS it appears from the Learned Partition Commissioner's report that the entire land, measuring 3 Cottahs more or less and also contiguous side land, measuring about 322 Square feet allotted in favour of the Plaintiff named Nirmal Kumar Neogy and 8 Cottahs Land allotted in favour of the Defendant No.1 to 4 namely (1) Sudhir Kumar Biswas (2) Sri Shyamal Kumar Biswas, (3) Sri Golak Kumar Ghosh (substituted by his wife Smt. Archana Ghosh) and (4) Sri Sujit Sur. Every Defendants got 2 Cotthas (2 Cottahs each to the Defendants) of land and demarcated their shares as Plot No. 1, 2, 3 & 4 in the map or plan annexed with the final Report of the Learned Partition Commissioner. The Learned Partition Commissioner tried his best for better effectiveness of partition and made allotment as far as practicable in possession of the parties.

AND WHEREAS it is also appears from the Learned Partition Commissioner's report as well as the final Decree, passed by the Learned 1st Civil Judge (Sr. Div) at Alipore in Title Suit No.189 of 1984 (Nirmal Kumar Neogy-Vs-Sri Sudhir Kumar Biswas and 4 others) Partition, Division and allotment was made as far as practicable in possession of the parties, but not executed and registered the Deed of Partition in between the parties of the Suit. As such no proper Stamp Duty was paid in respect of the Partitioned Property/Land. So the Land, measuring about 8 Cottahs of premises No.2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, P.S-Cossipore, Kolkata- 700002, under Division No. 1, Sub-Division No.3, Holding No. 10, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation remains joined /undivided in the name of the Defendants of the Suit in question.

AND WHEREAS it may be mentioned herein that one of the co- sharer and Defendant No. 2 namely Shyamal Kumar Biswas died intestate on

21st June, 2019, leaving behind his wife namely Anju Biswas and one son namely Sawtik Biswas as his legal representatives & successors according to the Hindu Succession Act, 1956. And as such the undivided share of the Land, measuring about 2 Cottahs, contained in premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, P.S- Cossipore, Kolkata-700002, under Division No.1, Sub-Division No.3, Holding No.10, within the Limitation of Ward No.01 of the Kolkata Corporation devolved upon Anju Biswas & Sawtik Biswas.

AND WHEREAS the Smt. Archana Ghosh, wife of Late Golak Ghosh (died intestate on 30.04.2016) already substituted as defendant No. 3 in Title Suit No. 189 of 1984 (Nirmal Kumar Neogy-Vs-Sri Sudhir Kumar Biswas and 4 others) who is one of an undivided share holder of homestead land, measuring of an area more or less 2 (Two) Cottahs, contained in Premises No. 2, Gobindo Mondal Road, presently known and recorded as 2/1, Gobindo Mondal Road, P.S-Cossipore, Kolkata-700002, under Division No. 1, Sub-Division No. 3, Holding No. No. 10, within the Limitation of Ward No. 01 of the Kolkata Corporation and within the jurisdiction of A.D.S.R. Cossipore Dum Dum, D.R.-Barasat in the District of North 24 Parganas, free from all encumbrances, charges, liens, claims and demands whatsoever.

AND WHEREAS after the death of Golak Ghosh & Shyamal Kuntar Biswas, (1) Sudhir Kumar Biswas (2) Sri Sujit Sur, (3) Anju Biswas, (4) Sawtik Biswas and (5) Archana Ghosh became the joint owners of the entire Land, measuring about 8 Cottahs, contained in Premises No. 2, Gobindo Mondal Road, presently known and recorded as 2/1, Gobindo Mondal Road, P.S-Cossipore, Kolkata- 700002, under Division No. 1, Sub-Division No. 3, Holding No. 10, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation.

AND WHEREAS it may be mentioned here that the said Nirmal Kumar Neogy, the sole Plaintiff of the suit, being Title Suit No. 189 of 1984 (Nirmal

Kumar Neogy-Vs-Sri Sudhir Kumar Biswas and 4 others) before the Learned 1stCivil Judge (Sr. Div) at Alipore mutated his name in respect of the land measuring about 3 Cottahs along with the building of Premises No. 38A, B.T. Road, P.S. Cossipore, Kolkata - 700002 and also the contiguous side land measuring 322 Square feet of Premises No. 2, Gobindo Mondal Road, P.S. Cossipore, Kolkata - 700002 in the Assessment Book Copy of the Kolkata Municipal Corporation and after mutation of his name of the contiguous side land measuring 322 Square feet of Premises No. 2, Gobindo Mondal Road, P.S. Cossipore, Kolkata - 700002 remains in same premises but the land measuring about 8 Cottahs contained in Premises No. 2, Gobindo Mondal Road, changed and became as Premises No. 2/1, Gobindo Mondal Road, P.S. Cossipore, Kolkata - 700002, under Division No. 1, Sub-Division No. 3, Holding No. 10, within the Limitation of Ward No. 01 of the Kolkata Municipal Corporation.

AND WHEREAS therefore the said (1) Sudhir Kumar Biswas (2) Anju Biswas, (3) Sawtik Biswas, (4) Archana Ghosh and (5) Sujit Kumar Sur mutated their names against the land measuring about 8 Cottahs contained in Premises No. 2/1, Gobindo Mondal Road, P.S. Cossipore, Kolkata-700002, under Division No. 1. Sub-Division No. 3, Holding No. 10, within the Limitation of Ward No. 01 of the Kolkata Municipal Corporation.

AND WHEREAS during the peaceful possession and jointly enjoyment of 8 cottahs land contained in Premises No. 2/1, Gobindo Mondal Road, P.S. Cossipore, Kolkata-700002, the said Archana Ghosh, wife of Late Golok Ghosh sold, conveyed and transferred her undivided share of homestead land measuring an area more or less 2 (Two) Cottahs along with R. T. Shed structure contained in Premises No. 2/1, Gobindo Mondal Road (previously known and recorded as 2, Gobindo Mondal Road), P.S. Cossipore, Kolkata-700002, under Division No. 1, Sub-Division No. 3, Holding No. 10, within the Limitation of Ward No. 01 of the Kolkata Corporation in favour of M/S. SREE MAHABEER CONSTRUCTION, by virtue of a Deed of Sale dated 20.04.2021, registered before the ADSR-Cossipore Dum Dum and recorded in Book No. I,

Volume No. 1506-2021, Pages from 181189 to 181232, being No.150604273 for the year of 2021.

AND WHEREAS now the said the said (1) Sudhir Kumar Biswas (2) Anju Biswas, (3) Sawtik Biswas, (4) Sujit Kumar Sur and (5) M/S. SREE MAHABEER CONSTRUCTION became the joint Owners of the land measuring about 8 Cottahs contained in Premises No. 2/1, Gobindo Mondal Road, P.S. Cossipore, Kolkata- 700002, under Division No. 1, Sub-Division No. 3, Holding No. 10, within the Limitation of Ward No. 01 of the Kolkata Municipal Corporation mutated their names with the Assessment Book Copy of the Kolkata Municipal Corporation being Assesse No. 110010401227.

SCHEDULE A

PART II

DESCRIPTION OF THE PREMISES

ALL THAT the piece and parcel of homestead land measuring of an area of 8 Cottahs more or less together with R. T. Shed structure measuring about 400 sq. ft., ine year old, cemented flooring situated at Premises No. 2/1, Gobindo Mondal Road, Police Station - Cossipore, Kolkata-700002, Assesse No.110010401227, Borough-01, within Ward No.01 of the Kolkata Municipal Corporation and within the Jurisdiction of A.D.S.R. Cossipore, Dum Dum, District-North 24 Parganas, butted and bounded as follows:-

On the North	:	Premises No. 8B, Prannath Sur Lane;
On the South	:	Gobinda Mondal Road;
On the East :		Land of Sudhir Kumar Biswas;
On the West	:	Premises No. 2/1 A, Gobinda Mondal Road.

SCHEDULE-B**DESCRIPTION OF THE APARTMENT AND COVERED PARKING****PART- I**

ALL THAT the Apartment No.____ with on the _____ **Floor** of **Block-**_____, having carpet area of _____ **square feet**, excluding of balcony area of _____ square feet (having Super Built Up area _____ **Sq. Ft.**), more or less, flooring _____, at the Project known as '**MAHABEER APARTMENT**', constructed on the premises stated in the Schedule-A(Part-II) hereinabove written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building.

PART- II

ALL THAT Parking space purchased with the right to park for ____ (___) medium sized car in the _____ car parking space, admeasuring _____ (_____) **Sq. Ft** more or less Super Build Up Area, flooring _____, situate at the _____ of the building, situate in the complex namely "**MAHABEER APARTMENT**".

SCHEDULE- 'C'**PAYMENT PLAN****PART- I**

"AGREED CONSIDERATION"

- (a) Consideration for the Undivided Share and for
Construction and completion of the said Apartment
Rs...../-

No. _____ on ____ floor admeasuring _____ sq.ft.

Approx Carpet Area. (Super Built up area _____ Sq. ft.)

AGREED CONSIDERATION

Rs...../-

[Rupeesonly]

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number _____

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

PART – II

Payment Terms

10 % at the time of Agreement plus GST.

25% at the time of roof casting of proposed flat plus GST.

25% at the time of brick work and plastering plus GST.

25 % at the time of flooring plus GST.

15% at the time of Possession or Registration which is early plus GST.

PART – III

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole

discretion of **“Developer”** i.e. “_____” and the **“Developer”** shall deduct applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

PART – IV

The **“Developer”** shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than 36 months with an additional period of 6 months, from the date of booking subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the **“Developer”** in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

PART – V

Section A: Additional Payments payable wholly by the Allottees

- (a) All Statutory Rates and taxes, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottees.
- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the

Said Apartment as also the additional stamp duty, additional registration fee, Lawyer fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.

- (c) Charges levied by the **“Developer”** for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.
- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

Section B: Additional Payments payable proportionately by the Allottees to the Developer are all additional / inclusive of the chargeable area:

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

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.
- (b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment is all inclusive of the chargeable area.
- (c) Installation of security system for the common portions is all inclusive of the chargeable area.
- (d) Legal fee payable to Developer is all exclusive in the agreed consideration.

PART – VI

Additional consideration payable to the “**Developer**” in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the “**Developer**”. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.

PART – VII

“DEPOSITS”

- (a) Corpus Maintenance Deposit equivalent to 1 year Maintenance Fund @ Rs. ___/[Rupees ____ per sq. ft super built up area for 24 [Twenty four] months.
- (b) Deposit for Municipal Taxes.
- (c) Deposit for electric supply including transformer and electrical sub-station and meters

(d) Deposit for any other item in respect of which payment is to be made by the Allottees under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the **“Developer”** at the appropriate time. The Allottees agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

SCHEDULE “D” ABOVE REFERRED TO
(COMMON FACILITIES AND AMENITIES)

THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (EXCLUDING THE ROOF OF THE BUILDING) AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:

1. The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exits Path ways.
2. Drains : Sewerage from the premises to the main road.
3. Water Reservoir.
4. Drainage Pipes from the Units to the Drains and sewer connection to the premises.
5. Toilets for use of the Durwans, Caretakers of the premises and/or servants.
6. Meter room.
7. Boundary Walls of the premises including outside wall of the building and main gate.
8. COMMON PARTS :
 - a) Pump and Meter with installation and room thereof.
 - b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.

- c) Transformer (if any), electric wiring meter for lighting stair case, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
- d) Windows, Doors and other fittings of the common area of the premises.
- e) Lift and their accessories installations and space required therefore.
- f) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said premises of the building as are necessary for use and occupancy of the Units as are required.

SCHEDULE "E" ABOVE REFERRED TO
(COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owners with other occupiers or Owners of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing and decorating the main structure of the said building including the exterior thereof and in particular the common portion of the landing and staircase of the said building, rain water pipes, motor pumps, electrical wires, sewerage and all other common parts of the fixtures, fittings and equipment in, under or upon the said building enjoyed or used in common by the occupiers thereof.
2. The cost of acquisitions, legal proceedings, cost of cleaning, and electricity of the common entrances, passages, landings, staircase, main walls and other parts of the said building as enjoyed or used in common by the occupiers thereof.
3. The salary of managers, clerks, bills collectors, chowkidars, plumbers, electricians, sweepers etc. as decided by the Association.

4. The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service charges for services rendered in common to all other occupiers.
5. Municipal and other taxes (both Owners and occupiers) and other outgoings.
6. Insurance of the building against fire, earthquake or any other damages caused by natural calamities.
7. All electricity charges payable in common for the said building.

SCHEDULE "F" ABOVE REFERRED TO

PART- I

(SPECIFICATIONS)

1. SALIENT FEATURES OF THE BUILDINGS: Building structure R.C.C. Column, Beam, Roof, Pillar, Tie-beam with CAPTAIN SHYAM / JSW/SRMB/ELEGANT/TATATISKON TMT Bar as per structural design approved by the competent authority, outside brick wall 8" thickness. Inside partition wall 14" and 3" as per Engineer's direction.
2. Brick Work : Brick work with 8" and 5" thickness;

3. Flooring : White Marble/Vitrified Tiles of 2' x 2';
4. Floor Skirting : 6" high;
5. Door Frame : Sal-wood;
6. Main Door : Wooden with one collapsible gate;
7. Internal Door : Flush door Shutter;
8. Wall Rendering : Putty Finish inside Flats;
9. Paint Exterior wall: Weather coat;
10. Kitchen Counter : Granite Stone;
11. Window : Aluminum Shading window with grifitted;
12. Electrical : Conceal conduit wiring of multi strand copper wires of repute make. Modular switches with adequate numbers of plug points, light points and fan points with regulators and distribution boards with MCB along with cable TV points or each room have six points (one tube, one double bracket, one fan, one plug point, one foot lamp) AC point in each room. All wire will be Finolex or Heavels. Two light points and two-

plug points in balcony. ALL switches will be modular type;

13. Plumbing :
- Concealed internal water pipes in toilets and kitchen with standard quality CPVC pipes of reputed make. All soil, waste and rain water pipe lines of UPVC pipes of reputed make of necessary diameter:
14. Toilet :
- Toilet floor - Anti-skidding floor tiles. Sidewall glaze tiles (8 inch x 12 inch) with height 6 ft., one commode, one commode shower, one mixer shower, tap point (hot and cold) and one geyser point. All taps and shower will be metal with "Jaquar" branded, toilet door will be 'Sintex' or equal quality branded:
15. Kitchen :
- One steel sink granite stone kitchen counter (30 inch height from floor), one mixer point, one water purifier point, one exhaust fan point or one chimney point, back side wall will be tile fitted upto Ceiling level;

16. Cement : ACC 'Ultratech' branded cement;
17. Overhead Water Tank : Brick Built or Concrete or Combind;
18. Elevator : Lift of reputed make having capacity of 4 people;
19. Extra Work : Any work other then the aforesaid specifications will be treated as extra work and will be carried on only upon the print payment of cost and expenses to be incurred therein as per the developers rate.

RECEIPT

RECEIVED a sum of **Rs.**/- (**Rupees**) only from the above named Purchasers as advance amount against the full and final amount of **Rs.**/- (**Rupees**) only.

MEMO OF CONSIDERATION

Sl.No.	Cheque	Date	Drawn on Bank	In favour of	Amount (Rs,)

	No./DD No.		& Branch		
1.				/-
TOTAL				/-

(Rupees _____) only.

WITNESSES

1.

SIGNATURE OF DEVELOPER

2.

Drafted and prepared by me: