



Bhowanipore, Kolkata 700 020, (PAN : AEZPM8232K), proprietor of “**M/S PRATIK DEVELOPERS**” having its registered office at 13A, Justice Dwarka Nath Road, Post Office - Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata 700 020, hereinafter called the “**VENDOR** (Promoter)” (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns).

**AND**

Mr./Ms..... (Aadhaar no. ....)  
 son / daughter of ....., aged about ..... years, residing  
 at .....  
 ....., (PAN ..... )  
 hereinafter called the “**PURCHASER (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 assigns).

**DEFINITIONS:**

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

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

2017;

- c) "Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "Section"** means a section of the Act.

**WHEREAS:**

**A.** The Vendor (Promoter) is the absolute and lawful owner of land measuring about 2 (two) Cottahs 12 (twelve) Chittaks 35 (thirty five) Sq. ft. along with two storied building lying and situated at Premises No. 11/1B, Justice Dwarka Nath Road, Post Office - Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata 700 020, under K.M.C. Ward No. 70, Assessee No. 11-070-21-0057-4, by way of a Deed of Conveyance dated 26-04-2018, which was purchased from one Sri Somnath Mukherjee for the valuable consideration written thereon and which was registered in the office of the D.S.R.- I, Alipore, South 24 Parganas, and duly recorded in its Book No. 1, Volume No. 1601-2018, Pages from 47234 to 47262, Being No. 160101355 for the year 2018 and by way of a Development Agreement dated 25-06-2018 by the Vendor (Promoter) with Sri Swapan Kumar Mukherjee and Smt. Lalita Mukherjee land measuring about 1 (one) Cottah 8 (eight) Chittaks 29 (twenty nine) Sq. ft. along with two storied building lying and situated at Premises No. 11/1A, Justice Dwarka Nath Road, Post Office - Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata 700 020, under K.M.C. Ward No. 70, Assessee No. 11-070-21-0052-5, and which was registered in the

office of the D.S.R.- I, Alipore, South 24 Parganas, and duly recorded in its Book No. 1, Volume No. 1601-2018, Pages from 72316 to 72351, Being No. 160102075 for the year 2018, as well as the said Swapan Mukherjee and Lalita Mukherjee also executed a Registered Development Power of Attorney on 4<sup>th</sup> July, 2018 and which was registered in the office of the D.S.R.- I, Alipore, South 24 Parganas, and duly recorded in its Book No. 1, Volume No. 1601-2018, Pages from 77612 to 77640, Being No. 160102213 for the year 2018, totally admeasuring to 4 (four) Cottahs 5 (five) Chittaks 19 (nineteen) square feet.

Aforesaid Sri **KIRAN H MODY**, the Vendor (Promoter) herein and Sri Swapan Kumar Mukherjee & Smt. Lalita Mukherjee amalgamated their land by way of two Deed of Gifts to each other by 120 Sq. ft. land on 25-06-2018 and which was registered in the office of the D.S.R.- I, Alipore, South 24 Parganas, and duly recorded in its Book No. 1, Volume No. 1601-2018, Pages from 72431 to 72456, Being No. 160102080 for the year 2018 and Book No. 1, Volume No. 1601-2018, Pages from 72800 to 72826, Being No. 160102099 for the year 2018 respectively and the said Premises is known and numbered after amalgamation as 11/1A Justice Dwarka Nath Road, Post Office - Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata 700 020, vide Assessee No 110702100525

- B.** The said land is earmarked for the purpose of building of a residential cum commercial project for G + IV storied building with

Lift facilities and the said project shall be known as "**BISHWAMITRA**" ('Project').

- C.** The Kolkata Municipal Corporation has granted to Develop the said land vide Building Plan Sanction No. 2018080183 dated 27-03-2019.
- D.** The Vendor (Promoter) has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from The Kolkata Municipal Corporation. The Vendor (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;
- E.** The Vendor (Promoter) yet to be registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority.
- F.** The Purchaser (Allottee) had applied for a Apartment in the Project vide application no. .... dated ..... and has been allotted Apartment no. .... having carpet area of ..... square feet, ..... type, on..... floor in "**BISHWAMITRA**" along with garage/covered parking no. .... admeasuring ..... square feet in the Ground Floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule

B);

**NOW THIS INDENTURE WITNESSETH** as follows :

- I. Subject to the Covenants and conditions as detailed in this Indenture, the Vendor (Promoter) hereby grant, sell, transfer, convey, assign, assure and confirm –

**ALL THAT** in respect of the Residential Apartment being No. .... comprising of ..... Sq. ft. of Carpet Area more or less on the..... Floor of the building known as “BISHWAMITRA” lying and situated at Premises No. 11/1A Justice Dwarka Nath Road, Post Office - Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata 700 020, under K.M.C. Ward No. 70, more particularly described in the SECOND SCHEDULE, TOGETHER WITH undivided proportionate share in land and the rights and properties appurtenant thereto which, inter alia, include the undivided proportionate share or interest in land at the said premises described in the FIRST SCHEDULE and also the undivided proportionate share or interest in the common parts and/ or portions of the Building and also the easements more fully described in the THIRD SCHEDULE hereto TOGETHER WITH the right of exclusive use and enjoyment of all other rights and liberties or at any time hereafter was situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate right, title, and/ or interest of the Vendor (Promoter) in the aforesaid properties and all deeds, pottahs, muniments of title whatsoever exclusively relating to the properties aforesaid

TOGETHER WITH common right to roof, all passages, sewers, drains, pipes, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto the easements and/ or quasi-easement and other stipulations and/ or provisions in connection with the beneficial use and enjoyment of the properties (all hereafter collectively called “the property”) free from all encumbrances and/ or alienation, whatsoever TO HAVE AND TO HOLD the property including the Apartment and the rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Purchaser (Allottee) absolutely and forever as heritable and transferable immovable properties within the meaning of law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and the Declaration and all the Rules and Regulations and the Bye-Laws pursuant to the provisions of the said Act and also subject to the payment of all revenues, taxes, assessments, rates dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government Of West Bengal and other local body/bodies or any other concerned authorities and subject to the condition that the said Apartment will be used only for residential purpose.

- II.** The total price for the Apartment, the Car Parking space (if any) along with all common share is Rs..... (Rupees .....  
.....) only which has already been paid by the Purchaser (Allottee) to the Vendor (Promoter) on or before execution of this present. The receipt

whereof the Vendor (Promoter) doth hereby and also the Memo and receipt hereunder admit and acknowledge. And the Vendor (Promoter) do hereby forever release and discharge the Purchaser (Allottee) the Apartment, the Car Parking (if any) along with all common facilities, easements rights etc. attached thereto.

**III. COMPLIANCE OF LAWS RELATING TO REMITTANCES : -**

The Purchaser (Allottee) acknowledge that, if his/her residence outside India, then the Purchaser (Allottee) shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI ACT') and the Rules and Regulations made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/sale/transfer or immovable properties in India etc.

**IV. ADJUSTMENT OF PAYMENTS : -**

As the Purchaser (Allottee) has already paid total consideration there is no question of any adjustment.

**V. SCHEDULE OF TIME : -**

The Vendor (Promoter) has abide by the Time Schedule for completing the said Project "BISHWAMITRA" as he mention at the time of registration of the project with the Authority.

**VI. CONSTRUCTION OF THE APARTMENT : -**



The Purchaser (Allottee) has seen and verified the layout plan, specifications, amenities and facilities of the Apartment and accepted the Floor Plan and the Specification, amenities and facilities mentioned in the said Agreement For Sale which has approved by the competent Authority, as represented by the Vendor (Promoter).

**VII. POSSESSION OF THE APARTMENT : -**

The Purchaser (Allottee) confirm that the Vendor (Promoter) has made timely delivery of possession of the Apartment to the Purchaser (Allottee).

- (i) **Procedure for taking possession :-** The Vendor (Promoter) will deliver the possession of the Apartment to the Purchaser (Allottee) within 2 (two) months from the date of receipt of Occupancy Certificate.
- (ii) **Cancellation by the Purchaser (Allottee) :-** The Purchaser (Allottee) shall have no right to cancel this transfer of the Apartment as it is absolute.
- (iii) **Compensation :-** The Purchaser (Allottee) confirm that there is no any defective in the title of land on which the Apartment is going to be constructed and shall not have any claim for the interest and compensation.

**VIII. REPRESENTATIONS AND WARRANTIES OF THE VENDOR (PROMOTER) :**

- i) That the interest which the Vendor (Promoter) hereby profess to transfer, subsists and the Vendor (Promoter) have good right, title, full power and absolute authority to grant, sell, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the Vendor (Promoter) hereby confirms the same unto and in favour of the Purchaser (Allottee) absolutely and forever.
- ii) That the Vendor (Promoter) has not at any time done or executed or knowingly suffered or been party or privy to any deed, document or writing whereby the property, i.e. the Apartment and the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.
- iii) That the property (i.e. the Apartment, the undivided share of land and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigation, lispendens, covenants, uses, debuttar, trusts, made or suffered by the Vendor (Promoter) or any person or persons arising or lawfully rightfully and/ or equitably claiming any estate or interest therein from, under or in trust for the Vendor (Promoter).
- iv) That the Purchaser (Allottee) shall and may at all times hereafter peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the Apartment together with undivided proportionate share in land and also enjoy the facilities

commonly with others in respect of common areas in the Building and every part thereof and/or receive the rents, issue and profits thereof for his/her use, without any suit, lawful eviction, interruption, disturbance, claims or demands whatsoever from or by the Vendor (Promoter) or any person or persons lawfully claiming or to claim through under or in trust for the Vendor (Promoter) and all persons having or lawfully claiming any estate right or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by, from, under or in trust for the Vendor (Promoter).

- v) That the Vendor (Promoter) shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser (Allottee) make, do acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the Purchaser (Allottee).
- vi) That the Apartment and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and forever discharged from and by the Vendor (Promoter) unto and in favour of the Purchaser (Allottee).
- vii) That the Purchaser (Allottee) shall hereafter have the right to get mutated his/her name in the record of The Kolkata Municipal Corporation or any other authority or authorities concerned, as a

owner of the Apartment, rights and properties appurtenant thereto and also to pay revenue and the Corporation Rates and Taxes as may be assessed or imposed in respect of the Apartment, rights and properties appurtenant thereto and until and unless the Apartment is separately assessed, the Purchaser (Allottee) will pay proportionate share of rates and taxes.

- viii) That the Purchaser (Allottee) shall be entitled to all rights, privileges, vertical and lateral supports, easement, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the Apartment or therewith held, used occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in The THIRD SCHEDULE hereunder written.
- ix) AND THAT unless prevented by fire or some other irresistible accident the Vendor (Promoter) shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser (Allottee) or at any hearing, suit, to the Purchaser (Allottee) and/or the agent/s of the Purchaser (Allottee) or at any hearing, suit, commission, examination or otherwise as occasions shall require the original documents and writings in respect of the premises which the Vendor (Promoter), as the case may be, shall keep all such documents safe, whole un-obliterated and un-cancelled and shall not use any of such document from alienating and/ or

encumbering the Apartment, rights and properties in any manner whatsoever.

**IX. THE PURCHASER (ALLOTTEE) DOETH HEREBY COVENANT WITH THE VENDOR (PROMOTER) :**

- i) That the Purchaser (Allottee) shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the Apartment wholly and common expenses and all other outgoings described in the SCHEDULE hereunder proportionately.
- ii) That the Purchaser (Allottee) shall not raise any unreasonable objection in respect of the said Apartment and put any requisition concerning the nature, scope and extent thereof.
- ii) That the Purchaser (Allottee) shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses, impositions and all other outgoings in respect of the Apartment and the rights and properties appurtenant thereto from the date of delivery of possession of the Apartment and the rights and properties appurtenant thereto.

- iv) That the Purchaser (Allottee) shall have the right to apply for and have the Apartment, rights and properties appurtenant thereto mutated in his/her name and separately assessed for the purpose of assessment of Municipal Corporation rates and taxes.
- v) That until such time the Purchaser (Allottee) and the rights and properties in the building is separately assessed and/ or mutated in respect of Corporation rates and taxes or impositions, the purchaser shall pay the same through the Vendor (Promoter); until the Owners' Association is formed and the association takes over charge of actual maintenance and management of the common parts, the proportionate amount as may be required from time to time.
- vi) That upon separation and/ or mutation of the Apartment and the rights and properties appurtenant thereto for the purpose of liability of Corporation rates and taxes and impositions the purchaser shall pay such tax impositions, as may be assessed, in respect of the said Apartment and the rights and properties appurtenant thereto directly to The Kolkata Municipal Corporation.

- vii) That the Purchaser (Allottee) shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of any such taxes or impositions proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchaser (Allottee) in complying with his/her obligations hereunder convening the payment and/or deposit of amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchaser (Allottee) will accrue with effect from the date of delivery of possession of the said Apartment and the rights and properties appurtenant thereto by the Vendor (Promoter) to the Purchaser (Allottee).
- ix) That the Purchaser (Allottee) hereby agree to enter into Association to be formed by the Apartment owners in the newly constructed building for the purpose of proper management, control of the common parts and do all acts, deeds and things as may be necessary or expedient for the common purposes, and the Purchaser (Allottee) agree that until the Association is formed and takes the maintenance and management of the common portion, the Purchaser (Allottee) shall co-operate with the Vendor (Promoter) and thereafter with the Owners' Association and pay his/her proportionate share of Corporation rates and taxes along with proportionate share of common expenses from the date of registration & possession of the said Apartment.

- x) That the Association of the Co-owners in the Building shall remain liable to indemnify and keep indemnified the Vendor (Promoter) for all liabilities due to non-fulfillment of their respective obligations hereunder.
  
- xi) That the Purchaser (Allottee) shall at his/her cost and expenses be entitled to repair, addition, alteration, modification, plaster, white washing, painting inside wall of the said Apartment and shall keep the flat and every part thereof, fixtures and fittings therein or exclusively for the Apartment comprised therein, properly painted and in good repairs and in a neat and clean condition as a decent and respectable place for residential purpose.

**SCHEDULE - "A"**

*(Description of the said land)*

**ALL THAT** piece and parcel of land measuring about 4 (four) Cottahs 5 (five) Chittaks 19 (nineteen) square feet along with two storied building lying and situated at Premises No 11/1A Justice Dwarka Nath Road, Post Office - Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata 700 020, under K.M.C. Ward No. 70, Assessee No 110702100525 which is butted and bounded in the following manner :



ON THE NORTH : 9, Justice Dwarka Nath Road

ON THE SOUTH : 13A, Justice Dwarka Nath Road

ON THE EAST : 19A, 19B, Balaram Bose 1<sup>st</sup> Lane,

ON THE WEST : Justice Dwarka Nath Road.

**SCHEDULE - "B"**

*(Description of the Apartment)*

**ALL THAT** in respect of the Residential Apartment being No. ....  
comprising of ..... Sq. ft. of Carpet Area more or less on the .....  
Floor of the building known as "BISHWAMITRA" and delineated in the  
Plan annexed hereto and duly bordered thereon in RED in the building  
at the said Premises morefully described in the Schedule "A" above  
written.

**SCHEDULE - "C"**

**( MEMO OF CONSIDERATION )**

Received from the within named Purchaser (Allottee) the within mentioned sum  
of **Rs**...../- (**Rupees** .....  
..... **only**) as full consideration as per memo  
below : -

Date	Cheques No.	Bank Name	Branch	Amount
	<b>TOTAL :</b>			<b>Rs</b>

**(Rupees ..... only).**

**WITNESSES :**

1.

\_\_\_\_\_  
**(SIGNATURE OF THE DEVELOPER)**

2.

**SCHEDULE - "D"**

*[ Common expenses ]*

**MAINTENANCE :**

All cost & expenses of maintaining, paining, repairing, lighting etc.

**STAFF :**

The salaries and other expenses of the Staff for the purpose of Accounting, managing, caretaking etc.

**TAXES & LEVIES :**

Municipal rates, taxes and levies for common areas of the Building.

**ASSOCIATION OF ALLOTTEES :**

Establishment and all other expenses of the Associations of the Allottees of the Building.

**INSURANCE :**

Insurance Premium for earthquake, damages, fire, mob, Civil Commotion etc.

**RESERVES :**

Arrangement of Funds for replacement, renovation or other expenses.

**OTHERS :**

All other expenses fixed by the Vendor or Association of Allottees for common purpose.

**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:**

**Allottee :**

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Please affix  
Photographs  
and Sign  
across the  
photograph

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

**Vendor (Promoter):**

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Please affix  
Photographs  
and Sign  
across the  
photograph

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

**WITNESSES:**

1. Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_

2. Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_