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Kolkata – 700120
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ANNEXURE-A

[See rule 9]

Agreement for Sale

This Agreement for Sale (**Agreement**) executed on this (Date) day of
(Month), 20.....,

By and Between

[if the promoter is a company]

M/s (CIN No.) a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at , P.O. , Kolkata and its corporate office at (PAN -), represented by its authorized signatory (Aadhar No.) authorized vide board resolution datedhereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns).

OR

[if the promoter is a partnership firm]

PRAKRITI PROPERTIES a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at 395, Lenin Nagar, Holding No-743/1, P.O.- Garulia, P.S.- Noapara, Dist – North 24 Parganas Barrackpore....., (PAN is.....), represented by its authorized partner.....(Aadhar No.) authorized vide hereinafter referred to as the "Promoter", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

OR

[if the promoter is an individual]

Mr./Ms..... (Aadhar No.....) son/daughter of Mr. aged about Years, residing at (PAN is.....) hereinafter called the "Promoter", (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 & permitted assignees).

AND

[If the allottee is a company]

..... (CIN No.....) a Company incorporated under the provisions of the Companies Act, (1956 or the Companies Act, 2013 as the case may be), having its registered office at (PAN), represented by its authorized signatory (Aadhar No.....), duly authorized vide Board Resolution dated, hereinafter, referred to as the "Allottee(s)", (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor(s)-in-interest and permitted assigns).

OR

[If the allottee is a partnership firm]

M/s a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....), represented by its authorized partner....., (Aadhar No.....) duly authorized vide hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

OR

[If the allottee is an individual]

Mr./Mrs./Ms..... (Aadhar No.) son/daughter/wife of, Mr..... aged about Years, 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 & permitted assignees).

OR

[If the allottee is HUF]

Mr. /Ms. (AadharNo.....)
Son/daughter/wife of..... Aged about..... Years for self and as the Karta of Hindu Joint Mitakshara Family known as HUF, having its place of business/ residence at.....(PAN-.....), (hereinafter referred to as, "Allottee(s)", (which expression shall, unless repugnant to the context or meaning

thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators permitted assigns).

(Details of other allottees to be inserted, in case of more than one allottee)

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

INTERPRETATIONS/ DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- a) **"Act"** Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- b) **"Rules"** Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) **"Regulation"** means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.
- d) **"Section"** means a section of the Act.

WHEREAS-

A. The Promoter is the absolute and lawful of [Khasra Nos., C.S. /R.O.R. nos. (CS/RS/LR)/Assessment No./Survey nos.] (Please insert land details as per relevant laws) Mouza- _____, under _____,totally admeasuring of square meters situated at in subdivision & District etc. ("Said Land") vide sale deed(s) dated Registered as document no. At the office of the Sub-Registrar.

[OR]

1. SRI SUBIR KUMAR MITRA & 2. SRI SHANKAR MITRA (Owners)

are the absolute and lawful owners of [ALL THAT piece and parcel of Land measuring about **05 Cottahs 02 Chittacks 27.66 Sq.ft.** and upon physical measuring the said quantum of land comes down to all that piece and parcel of Land measuring about **05 Cottahs 01 Chittacks 24 Sq.ft.** along with demarcated portion of two storied residential structure covering an area

of 1460 Sq.Ft. in the ground floor and 775 Sq.Ft. on the first floor standing thereon, appertaining to Dag No-6366 under Khatian No-610 corresponding to L.R Khatian No-18086 & 20845 in L.R. Dag No-9875 which is lying and situated at Mouza-IchapuR, J.L No-03, Re. Su. No-89, in P.S-Noapara, within the limits of jurisdiction of North Barrackpore Municipality having Holding No-3969 under Ward No-12 and within the jurisdiction of A.D.S.R.O. Barrackpore in the District of North 24 Parganas which is butted and bounded by-

ON THE NORTH : 16 ft. wide Municipal Road (Udayanpally)
ON THE SOUTH : 6 ft. wide common passage;
ON THE EAST : Property of Kashinath Ghsoh;
ON THE WEST : Property of Sri Alok Kumar Mitra.

("Said Land") vide sale deed(s) Deed of Partition on 29.01.2019, which was duly registered in the office of A.D.S.R.O- Barrackpore, North 24 Parganas and recorded therein vide Book No .1, Volume No. 1505-2019, Pages No. 13477 to 13514, Being No. 1505000446 for the year 2019. The owner and the promoter have entered into a Registered Development Agreement which is registered before A.D.S.R. Barrackpore and copied in Book No. I, Volume No.1505-2019, Pages- 44074 to 44125, Being No-150501512 for the year 2019 and a Registered Power of Attorney which is registered before A.D.S.R. Barrackpore and copied in Book No. I, Volume No.1505-2019, Pages from - 44040 to 44073, Being No. 150501522 for the year 2019.

- B. The said land is earmarked for the purpose of building of a [commercial / residential / any other purpose] project, comprisingmultistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as ' ("Project")

OR

The said land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising.....one.....

plots and [insert any other components of the Projects] and the said project shall be known as **"PRAKRITI RESIDENCY"** ("Project")

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

- C. the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. the **"PRAKRITI PROPERTIES"**[Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide its approval dated Bearing registration no.;
- E. the promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from..... (Please insert the name of the concerned competent authority). The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- G. The Allottee had applied for an apartment in the Project vides application no. Dated And has been allotted apartment no. Having carpet area of Square feet, type, on Floor in [tower/block/building] no. ("Building") along with garage/covered parking no. admeasuring square feet in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied 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);

[OR]

The Allottee had applied for a plot in the Project vide application no. Dated And has been allotted plot no. Having area Square feet and plot for garage/covered parking no. admeasuring square feet (if applicable) in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro-rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in Schedule-A;

- H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. [Please enter any additional disclosures/details];
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- K. 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;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in Para G.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [Apartment / Plot] as specified in Para 'G'

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

Block/Building/ Tower Apartment no. ... 1 Type..... G+4..... Floor.....4.....	No....1.....	Rate of Apartment per square feet*
Total Price (in Rupees)		2500/sq,ft*

*Top floor Rs.2400/Sft.

* Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Para II etc., if/ as applicable.

(AND) (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

[OR]

Plot No.	Rate of Plot per square feet*
Type	
Total price (in Rupees)	-----

* Provide break-up of the amounts such as cost of plot, proportionate cost of common areas, , taxes, maintenance charges as per Para. II etc., if/ as applicable.

[AND] (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment / Plot.]
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Plot to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification.

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

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) 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/ Plot includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) 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