

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made on this the ..... day of  
..... **2019** (Two Thousand Nineteen).

**BETWEEN**

(1) **SHRI AMAR NATH GARAI** (PAN : AEAPG9058C and Aadhaar No. : 5401 3980 3636 and Mobile No. 94339 05878), son of Late Biswanath Garai, by Occupation-Business, by Nationality-Indian, by Faith-Hindu and residing at 2/1B/1, Bidhan Nagar Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and (2) **SHRI RANA GARAI** (PAN : ALKPG6573H and Aadhaar No : 6021 3861 1891 and Mobile No. 94322 68722), son of Late Rabindra Nath Garai, by Occupation-Business, by Nationality-Indian, by Faith-Hindu and residing at 2/1B/1, Bidhan Nagar Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and (3) **SHRI ALOKE KUMAR GARAI** (PAN : AVGPG4998L and Aadhaar No. : 7181 9646 0793 and Mobile No. 93393 33570), son of Late Atul Chadra Garai, by Occupation-Business, by Nationality-Indian, by Faith-Hindu and residing at 2/1B/1, Bidhan Nagar Road, P.O. and P.S. Ultadanga, Kolkata-700 067 hereinafter jointly called and referred to as the **LAND OWNERS/ FIRST PARTY**, (which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **ONE PART** (Herein Land Owners/ First Party are represented by Shri Uttam Kumar Kundu son of Late Jadab Chandra Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu and residing at 13 / 8D, Ariff Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and Shri Samiran Kundu son of Shri Uttam Kumar Kundu, by Occupation-Business, by Nationality - Indian, by Faith – Hindu, residing at AE-124, Salt Lake, Sector – I, P.S. - Bidhannagar, Kolkata- 700064 Partners of MATRIX CONSTRUCTION as Power of Attorney holder of **LAND OWNERS/ FIRST PARTY** as **POWER OF ATTORNEY** executed and registered in the office of A.D.S.R. Sealdah vide Book No. – 1, C.D., volume No. 1606-2019, page from 23127 to 23164 being No. 160600621 for the year 2019).

**AND**

**MATRIX CONSTRUCTION** (PAN : ABGFM 4974Q), a Partnership firm, having its Regd. office at 157/2A, Acharya Prafulla Chandra Road, 1<sup>st</sup> Floor, Room-1B, P.O. Shyambazar P.S. Shyampukur, Kolkata-700 004, hereinafter called and referred to as the **DEVELOPER/ PROMOTOR / SECOND PARTY** represented by its two Partners namely (1) **SHRI UTTAM KUMAR KUNDU** (PAN : AFYPK1781M and Aadhaar No. : 2735 1143 6624 and Mobile No. 93310 52340), son of Late Jadab Chandra Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu and residing at 13 / 8D, Ariff Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and (2) **SHRI SAMIRAN KUNDU** (PAN : BEWPK1160G and Aadhaar No. : 6026 2958 4918 and Mobile No. 92300 21001), son of Sri Uttam Kumar Kundu, by Occupation- Business, by Nationality - Indian, by Faith – Hindu and residing at AE-124, , Salt Lake, Sector – I, P.S. Bidhannagar, Kolkata- 700064, (Which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include its

successors-in-office, executors, administrators, legal representatives and assigns) of the **SECOND PART**, (Herein Land Owners/ First Party are represented by Shri Uttam Kumar Kundu son of Late Jadab Chandra Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu and residing at 13 / 8D, Ariff Road, P.O. and P.S. Ultadanga, Kolkata-700 067 and Shri Samiran Kundu son of Shri Uttam Kumar Kundu, by Occupation- Business, by Nationality - Indian, by Faith – Hindu and residing at AE-124, Salt Lake, Sector – I, P.S. Bidhannagar, Kolkata- 700064 Partners of **MATRIX CONSTRUCTION** as Power of Attorney holder of **LAND OWNERS/ FIRST PARTY** as **POWER OF ATTORNEY** executed and registered in the office of A.D.S.R. Sealdah vide Book No. – 1, C.D., volume No. 1606-2019, page from 23127 to 23164 being No. 160600621 for the year 2019)

**AND**

....., son/daughter/wife of ....., and by faith-Hindu, by Occupation-....., and ....., husband/father/mother of ..... by faith-Hindu, by occupation-..... residing at ..... hereinafter referred to and called as the **PURCHASERS/ALLOTTEES** (which terms or expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

.....

**PAN :**

**WHEREAS:**

**A. Whereas** by an Agreement dated the 14th day of February 1937, between Sri Jadu Nath Roy and Sri Priya Nath Roy, the then resident of 16, Sovabazar Street, Calcutta, as Party of the First Part and Sri Banbehary Sikdar, Sri Nani Gopal Sikdar, Sri Govinda Prosad Sikdar, Sri Byomkesh Sikdar alias Sri Joy Gopal Sikdar, Sri Khudiram Sikdar and Sri Nanda Lal Sikdar, all are the then resident of P-46, Rashtraguru Avenue, P.S. Dum Dum, Calcutta-28, as Party of the Second Part and the Reliance Property Company Limited, a Company registered under Act. VIII of 1913, in liquidation, having its the then regd. Office at 6, Royal Exchange Place, Calcutta, as Party of the Third Part, all matters concerning the partition of the Premises Nos. 1, 2, 2/1 and 2/2, Ultadanga Main Road and Premises No. 150, Ultadanga Main Road and Premises Nos. 8 and 8/ 1, Canal East Road, Calcutta, by metes and bounds amongst the said Parties into their respective shares viz. 1 / 4th, 1 / 4th and 1/2 as mentioned in the aid Agreement were referred to the sole Arbitration of Sri C.K. Sarkar.

**And Whereas** the said Sri C.K. Sarkar, the sole Arbitrator having heard the all Parties and having duly weighed and considered all the matters placed by the all Parties before him, he made and published an award in writing and concerning the matters referred to above.

**And Whereas** by the said award the Arbitrator allotted to the aforesaid Sri Banbehary Sikdar, Sri Nani Gopal Sikdar, Sri Gobinda Prosad Sikdar, Sri Byomkesh Sikdar alias Sri Joygopal Sikdar, Sri Naba Kumar Sikdar, Sri Kunjabehari Sidkar, Sri Kali Prosad Sikdar, Sri Khudiram Sikdar and Sri Nanda Lal Sikdar, amongst other properties in lieu of their 1 / 4th share in the said Premises Nos. 1, 2, 2/1 and 2/2, Ultadanga Main Road and Premises No. 150, Ultadanga Main Road and Premises Nos. 8 and 8/ 1, Canal East Road and after The Premises Nos. 1,2,2/ 1 and 2 / 2, Ultadanga Main Road, all that piece and parcel of Bastu Land measuring 01 Bigha 15 Cottahs, 12 Chattaks and 43 Sq.Ft. with structures, as particularly described in Part II, of the Schedule of the said award and shown marked Lot "B" within colour by "Blue" border in the enclosed Site Plan as Annexure-"Y" of the said award to be held and enjoyed by them jointly among themselves.

**And Whereas** in terms of the aforesaid award the said co-sharers Sri Banbehary Sikdar, Sri Nani Gopal Sikdar, Sri Gobinda Prosad Sikdar, Sri Byomkesh Sikdar alias Sri Joygopal Sikdar, Sri Naba Kumar Sikdar, Sri Kunjabehari Sidkar, Sri Kali Prosad Sikdar, Sri Khudiram Sikdar and Sri Nanda Lal Sikdar become seized' and possessed of the aforesaid undivided property / Bastu Land measuring 01 Bigha 15 Cottahs 12 Chattaks and 43 Sq.Ft. and Jointly enjoyed the same, being forming portion of Premises Nos. 1, 2, 2/1 and 2/2 Ultadanga Main Road and after wards which was stand as re-numbered Premises Nos. 1A, 1B, 1C, 2A, 2B, 2/1A and 2/1B, Ultadanga Main Road (Now Bidhannagar Road).

**And Whereas** by passage of time admittedly Sri Sashi Sekhar Paul, son of Late Hem Chandra Paul, the then resident of 23A, Ultadanga Road, P.S. Ultadanga, Calcutta-4, become one of the co- owner having his undivided 1 / 4th share, Sri Nani Gopal Sikdar, son of Late Beni Madhab Sikdar, the then resident of P-46, Rashtraguru Avenue, P.S. Dum Dum, Calcutta-28, having his undivided 1/ 8<sup>th</sup> share and (1) Sri Samaresh Sikdar (2) Sri Sachin Kumar Sikdar and (3) Sri Gour Chandra Sikdar, all sons of Late Byomkesh Sikdar alias Late Joygopal Sikdar, the then resident of 95, Southern Avenue, P.S. Tollygunge, Calcutta, having 1/8th undivided joint share and Sri Nani Gopal Dey and others, having their joint undivided 1/2 (half) share in the aforesaid under two number Premises Nos. 2B and 2/ 1B, Ultadanga Main Road (Now Bidhan Nagar Road).

**And Whereas** in course of joint possession and enjoyment of the aforesaid properties / premises having proved-in-convenient, a Partition Suit arise between the parties before the Court of Sixth

Subordinate Judge at Alipore, being T.S. No. 118 of 1953, for partition of the aforesaid properties / premises among the co-shares by metes and bounds as per share.

**And Whereas** after passing of the preliminary Decree in the said Partition Suit (Order No. 158, dated 24/ 04/ 1962), as per submitted report with annexed partition plan, submitted and prepared by the Partition Commissioner, dated 18/ 05/ 1960, appointed by the said Court of Sixth Subordinate Judge at Alipore.

**And Whereas** property marked as Lot- "B", being all that piece and parcel of Bastu Land, measuring of 04 Cottahs - 00 Chattak – 00 Sq.Ft., be the same a little more or less, togetherwith structures, being demarcated portion under only Premises No. 2/ 1B, Ultadanga Main Road (Now Bidhan Nagar Road) was absolutely allotted to Sri Nani Gopal Sikdar, son of Late Beni Madhab Sikdar, the then resident of P-46, Rashtraguru Avenue, P.S. Dum Dum, Calcutta-28, in lieu of his 1/ 8th share therein and Lot-"A", Lot-"C" and Lot-"D", mentioned property was allotted to other co-owners as aforesaid.

**And Whereas** property marked as Lot- "C", being all that piece and parcel of Bastu Land, measuring of 04 Cottahs - 00 Chattack - 00 Sq.Ft., be the same a little more or less, togetherwith structures, being demarcated portion under only Premises No. 2/ 1B, Ultadanga Main Road (Now Bidhan Nagar Road) was absolutely allotted to Sri Samaresh Sikdar, Sri Sachin Kumar Sikdar and Sri Gour Chandra Sikdar, all sons of Late Byomkesh Sikdar alias Late Joygopal Sikdar, the then resident of 95, Southern Avenue, P.S. Tollygunge, Calcutta, in lieu of their 1/ 8th joint share therein and Lot-"A", Lot-"B" and Lot-"D", mentioned property was allotted to other co-owners as aforesaid.

**And Whereas** property marked as Lot- "A", being all that piece and parcel of Bastu Land, measuring of 09 Cottahs - 03 Chattaks - 25 Sq.Ft., be the same a little more or less, togetherwith structures, being demarcated portion under two number Premises Nos. 2B and 2/ 1B, Ultadanga Main Road (Now Bidhan Nagar Road) was absolutely allotted to Sri Sashi Sekhar Paul, son of Late Hem Chandra Paul, the then resident of 23A, Ultadanga Main Road, P.S. Ultadanga, Calcutta-4, in lieu of his 1/ 4th share therein and Lot-"B", Lot-"C" and Lot-"D", mentioned property was allotted to other co-owners as aforesaid.

**And Whereas** thus Final Decree in the said Partition Suit, being T.S. No. 118 of 1953, was passed on 24/04/1962, vide order No. 158, by the said Court of Sixth Subordinate Judge at Alipore.

**And Whereas** being dissatisfied with the said Final Decree of said Partition Suit being T.S. No. 118 of 1953, said Sri Sashi Sekhar Paul, filed a first appeal before the Hon'ble High Court , Calcutta, being first appeal being F.A. No. 719 of 1962.

**And Whereas** during pendency of the said appeal, said Sri Sashi Sekhar Paul taking decision not to proceed with the said first appeal further, filed an application before the Hon'ble High Court , Calcutta and the Hon'ble High Court , Calcutta, accepting the said petition was pleased to pass an order for dismissal of the said first appeal on 04/03/1979, so far information as received.

**And Whereas** on dismissal of the said first appeal the former said Final Decree stood as final, which was passed on 24/ 04/ 1962, vide order No. 158, in the said Partition Suit being No. T.S. 118 of 1953.

**And Whereas** in course of continuation of ownership right by Sri Sashi Sekhar Paul, in respect of the aforesaid entire property marked as Lot- "A", being all that piece and parcel of Bastu Land, measuring of 09 Cottahs - 03 Chattaks - 25 Sq.Ft., be the same a little more or less, part / portion property of Premises No. 2/ 1B, Ultadanga Main Road, the said Sri Sashi Sekhar Paul, by dint of regd. "Deed of Indenture" dated 24/04/ 1979, regd. in the O/o. the Sub- registrar, Sealdah, Dist : South 24-Parganas and recorded in Book No. I, Volume No. 17, Page Nos. 123 to 129, Being No. 396, For the year 1979, sold, conveyed and assured the said entire property marked as Lot- "A", in favour of Sri Ajoy Kumar Das and Sri Sukumar Das, both sons of Sri Judhistir Das, the then resident of 2/ 1 /H/ 10,Ultadanga Main Road, P.S. Ultadanga, Calcutta-67, on valuable consideration mentioned therein and since purchase the said entire property marked as Lot- "A", the said Sri Ajoy Kumar Das and Sri Sukumar Das, become the absolute joint owners of the aforesaid entire property marked as Lot- "A", but their joint names were not mutata in the then Assessor Department of the then C.M.C. office.

**And Whereas** in course of continuation of ownership right by the said Sri Ajoy Kumar Das and Sri Sukumar Das, further all that piece and parcel of Bastu Land, measuring of 02 Cottahs - 12 Chattaks - 22 Sq.Ft., be the same a little more or less, with structures, from the part / portion property of Premises No. 2/ 1B, Ultadanga Road (Now- Bidhan Nagar Road), out of their aforesaid entire purchased property marked as Lot- "A", by dint of regd. bengali "Deed of Sale", dated 27/04/81, regd. in the O/ o. the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 147, Page Nos. 140 to 146, Being No. 3490, for the year 1981, the said Sri Ajoy Kumar Das and Sri Sukumar Das, jointly sold, conveyed and assured the said part/ portion property in favour of Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Alope Kumar Garai, all sons of Late Atul Chandra Garai (Father) / Late Rajlakshmi Garai (Mother) on valuable consideration mentioned therein and since purchase the aforesaid part / portion property by the said Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Alope Kumar Garai, they become the absolute joint owners of the aforesaid part / portion property of Bastu Land with structures. It is pertinent to mention here that pre-decessor-in-interest of Sri Atul Chandra Garai, was the occupier / tenant (the then separate Pre. No. 2/1B/H/14/1) in respect of the aforesaid part / portion property of Bastu Land during his life time and after demise of Atul Chandra Garai (date of death 24 /04 / 1979), the said purchasers prior to purchase as aforesaid part / portion property of

Bastu Land were the joint occupiers / tenants (the then separate Pre. No. 2/1B/H/14/1 of the said part / portion property of the then Premises No. 2/ 1B, Ultadanga Main Road, under the said joint vendors.

**And Whereas** by virtue of the aforesaid Bengali "Deed of Sale", dated 27/ 04/ 1981, the said Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Alope Kumar Garai, became undivided joint owners of all that piece and parcel of Bastu Land measuring of 02 Cottahs - 12 Chattaks-22 Sq.Ft. be the same a little more or less, with structures being part / portion property (the then separate Pre. No. 2 / 1B / H/14/1) of Premises No. 2/1B, Ultadanga Main Road (Now Bidhan Nagar Road).

**And Whereas** the aforesaid purchasers (Sri Biswanath Garai, Sri Rabindra Nath Garai and Sri Alope Kumar Garai) applied before the then Assessor Department of the C.M.C. office, for mutation of their joint names in respect of the aforesaid part / portion property on deleting the name of recorded occupier / tenant (the then separate Pre. No. 2 / 1B / H/ 14/ 1) i.e. Sri Atul Chandra Garai (since deceased) with conversion ("B" to "P") of said premises number (the then separate Pre. No. 2 / 1B / H / 14 / 1) and then the authority concern i.e. Assessor Department of the C.M.C. office, though approved the said mutation in their joint names by deleting the name of deceased Atul Chandra Garai, w.e.f. 01 / 10/ 1986, but conversion ("B" to "P") of the said premises number (the then separate Pre. No. 2/ 1B / H / 14 / 1) was not been done, hereinafter referred to the said "undivided joint property".

**And Whereas** in course of peaceful possession of the said "undivided joint property" one of the joint owner namely Sri Biswanath Garai, who was a Hindu governed by Dayabhanga School of Hindu Law, having his undivided 1 /3rd share in the said "undivided joint property" died intestate on 21 /04/ 1983 leaving behind him surviving his only widow namely Smt. Dali Rani Garai and only son namely Sri Amar Nath Garai, as his joint legal-heirs and successors to inherit aforesaid undivided 1 /3rd share in the said "undivided joint property" left by deceased Biswanath Garai and thus said Smt. Dali Rani Garai become joint owner in respect of her undivided 1/6th share and similarly Sri Amar Nath Garai also become joint owner in respect of his undivided 1/ 6th share in the said "undivided joint property".

**And Whereas** in course of peaceful possession of the said "undivided joint property" one of the joint owner namely Sri Rabindra Nath Garai, who was a Hindu governed by Dayabhanga School of Hindu Law, having his undivided 1/3rd share in the said "undivided joint property", died intestate on 23 / 11/ 2007 leaving behind him surviving his only widow namely Smt. Archana Garai and only son namely Sri Rana Garai and two married daughters namely Smt. Mahuya Sadhukhan (Nee-Garai) @ Smt. Mahua Sadhukhan, wife of Sri Samir Sadhukhan and Smt. Papiya Biswas (Nee-Garai) @ Smt. Papiya Biswas, wife of Sri Manabendra Nath Biswas, as his joint legal-heirs and successors to inherit aforesaid undivided 1 / 3rd share in the said "undivided joint property" left by deceased Rabindra Nath Garai and thus said Smt. Archana Garai, become joint owner in respect of her undivided 1/12th share, Sri Rana Garai, become joint owner in respect of his undivided 1/12th share Smt. Mahuya Sadhukhan

(Nee-Garai) @ Smt. Mahua Sadhukhan, become joint owner in respect of her undivided 1/12th share and similarly Smt. Papiya Biswas (Nee-Garai) @ Smt. Papiya Biswas, become joint owner in respect of her undivided 1/12th share in the said "undivided joint property".

**And Whereas** the said Sri Amar Nath Garai (having his undivided 1 / 6th share), Smt. Dali Rani Garai (having her undivided 1 / 6th share), Smt. Archana Garai (having her undivided 1/12th share), Sri Rana Garai (having his undivided 1 / 12th share), Smt. Mahuya Sadhukhan, Nee-Garai @ Smt. Mahua Sadhukhan, (having her undivided 1 / 12<sup>th</sup> share), Smt. Papiya Biswas, Nee-Garai @ Smt. Papiya Biswas (having her undivided 1 / 12th share) and Sri Alope Kumar Garai, (having his undivided 1 / 3rd share), being undivided joint owners of all that piece and parcel of Bastu Land measuring 02Cottahs-12Chattaks-22 Sq.Ft. be the same a little more or less, with structures, lying and situate at part / portion property (the then separate Pre. No. 2 / 1B / H / 14 / 1) of Premises No. 2/ 1B, Bidhan Nagar Road, P.O. and P.S. Ultadanga, Kolkata-700 067, under the K.M.C. Ward No. 013 and further they jointly applied on 22/06/2012, to the Assessment-Collection (N) Deptt. of the K.M.C. Office for mutation of their joint names with conversion ("B" to "P") of said premises number (the then separate Pre. No.2 / 1B / H / 14 / 1) and the said application has been duly approved by the Joint Municipal Commissioner, vide his order dated 04/ 07/ 17 and the aforesaid premises number (the then separate Pre. No. 2/ 1B / H / 14 / 1) has been duly converted ("B" to "P") to New Premises No. 2/ 1B/ 1, Bidhan Nagar Road, being New Assessee No. 1 1-013-03-0437-0 and they have already obtained Mutation Certificate, dated 28/07/2017 through Conversion Case No. C/013/ 10-JUL-17/ 16.

**And Whereas** the said Sri Amar Nath Garai, Smt. Dali Rani Garai, Smt. Archana Garai, Sri Rana Garai, Smt. Mahuya Sadhukhan (Nee-Garai) @ Smt. Mahua Sadhukhan and Smt. Papiya Biswas (Nee-Garai) @ Smt. Papiya Biswas are the undivided joint owners of all that piece and parcel of Bastu Land measuring 02 (Two)Cottahs-12 (Twelve) Chattaks-22 (Twenty Two) Sq.Ft. be the same a little more or less, with structures therein, lying and situate at Premises No. 2/ 1B / 1, Bidhan Nagar Road, P.S. and P.O. Ultadanga, Kolkata-700 067, under K.M.C. Ward No. 013, Borough No. III, Assessee No. 11-013-03-0437-0 and District of South 24-Parganas, hereinafter referred to the said "undivided joint property".

**And Whereas** the said Smt. Dali Rani Garai, Smt. Archana Garai, Smt. Mahuya Sadhukhan (Nee-Garai) @ Smt. Mahua Sadhukhan and Smt. Papiya Biswas (Nee-Garai) @ Smt. Papiya Biswas, in consideration of natural love and affection gifted their undivided 1/ 6th share, undivided 1/ 12th share, undivided 1/ 12<sup>th</sup> share and undivided 1/ 12th share, respectively, in the said "undivided joint property" i.e. undivided share of Bastu Land measuring 00 (Zero) Cottah - 07 (Seven) Chattaks - 19 (Nineteen) Sq. Ft. be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its undivided share of 250 Sq.Ft. be the



same a little more or less, in favour of Sri Amar Nath Garai, being biological / natural son of Smt. Dali Rani Garai and another i.e. undivided share of Bastu Land measuring 00 (Zero) Cottah - 11 (Eleven) Chattaks - 06 (Six) Sq. Ft. be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its undivided share of 375 Sq.Ft. be the same a little more or less, lying and situate at Premises No. 2 / 1B / 1, Bidhan Nagar Road, Kolkata 700 067, in favour of Sri Rana Garai, being biological / natural son of Smt. Archana Garai and full blood related brother of Smt. Mahuya Sadhukhan (Nee-Garai) @ Smt. Mahua Sadhukhan and Smt. Papiya Biswas (Nee-Garai) @ Smt. Papiya Biswas, by virtue of a regd. 'Deed of Gift', dated 10/01/2018, regd. in the O/o. the A.D.S.R. Sealdah, Dist : South 24- Parganas and recorded there in Book No. I, Volume No. 1606-2018, Page from 4037 to 4084, Being No. 160600113, For the year 2018 and then Sri Amar Nath Garai and Sri Rana Garai, became the undivided joint owners in respect of 1 / 3rd share each, out of total Bastu Land measuring 02 (eight) Cottahs - 12 (Twelve) Chattaks - 22 (Twenty Two) Sq. Ft. be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having covered area 1500 sq.ft. be the same a little more or less.

**And Whereas** the said Sri Amar Nath Garai, (having his undivided 1 / 3rd share), Sri Rana Garai (having his undivided 1 / 3<sup>rd</sup> share) and Sri Alope Kumar Garai (having his undivided 1 / 3<sup>rd</sup> share) being all are undivided joint owner of all that piece and parcel of revenue re-deemed Bastu Land measuring 02 (Two) Cottahs – 12 (Twelve) Chattaks - 22 (Twenty Two) Sq. Ft. be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its covered area 1500 Sq.Ft. be the same a little more or less, lying and situate at Premises No. 2 / 1B / 1, Bidhan Nagar Road, P.S. and P.O. Ultadanga, Kolkata-700 067, under the K.M.C. Ward No. 013, Borough No. III, Assessee No. 11-013-03-0437-0 and District of South 24-Parganas and they are further applied on 16/01 / 18, for mutation of their joint names instead of Smt. Dali Rani Garai, Smt. Archana Garai, Smt. Mahuya Sadhukhan (Nee-Garai) @ Smt. Mahua Sadhukhan and Smt. Papiya Biswas (Nee-Garai) @ Smt. Papiya Biswas, on transfer ground through simple / one visit Mutation Case No. 0/013/16- JAN-18/ 108282 and the said mutation application duly approved on 18/01/2018 by the authority concern and they have already obtain a Mutation Certificate, dated 19/01/2018, hereinafter referred to the said "undivided one joint property".

**While** in course of continuation of their ownership right by the said Sri Nani Gopal Sikdar and Sri Samaresh Sikdar, Sri Sachin Kumar Sikdar and Sri Gour Chandra Sikdar in respect of their aforesaid two part / portion property (marked as Lot-"B" and Lot-"C"), being part / portion property of Premises No. 2/ 1B, Ultadanga Main Road, being all that piece and parcel of Bastu Land measuring of 08 Cottahs-00Chattak-00 Sq.Ft. be the same a little more or less, with structures by dint of two separate

regd. "Deed of Indenture" both dated 14/03/ 1981, both regd. in the O/o. the District Registrar at Alipore, Dist : South 24-Parganas and recorded their in Book No. I, Volume No. 244, Page Nos. 233 to 243, Being No. 7131 and another in Book No. I, Volume No. 244, Page Nos. 244 to 254, Being No. 7132, For the year 1981, they the said Sri Nani Gopal Sikdar and Sri Samaresh Sikdar, Sri Sachin Kumar Sikdar, Sri Gour Chandra Sikdar, sold, conveyed and assured the said two part / portion property of Bastu Land (marked as Lot-"B" and Lot-"C") in favour of Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Alope Kumar Garai, all sons of Late Atul Chandra Garai (Father) / Late Rajlakshmi Garai (Mother) and Sri Amar Nath Garai, son of Sri Biswanath Garai (Father) / Smt. Dali Rani Garai (Mother) on valuable consideration mentioned therein and since purchase the aforesaid part / portion property by the said Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Alope Kumar Garai and Sri Amar Nath Garai, they become the absolute joint owners of the aforesaid part / portion property of Bastu Land with structure. It is pertinent to mention here that pre-decessor-in-interest of Sri Atul Chandra Garai, was the occupier / tenant (the then separate Pre. No. 2/ 1B / H / 15) in respect of the aforesaid part / portion property of Bastu Land during his life time and after demise of Atul Chandra Garai (date of death 24/ 04 / 1979), the said purchasers prior to purchase as aforesaid part / portion property of Bastu Land were the joint occupiers / tenants (the then separate Pre. No. 2 / 1B / H/ 15) of the said part / portion property of Bastu Land under the said joint vendors.

**And Whereas** by virtue of the aforesaid two separate "Deed of Indenture", both dated 14/03/ 1981, the said Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Alope Kumar Garai and Sri Amar Nath Garai, became undivided joint owners of all that piece and parcel of Bastu Land measuring of 08 Cottahs- 00Chattak- 00 Sq.Ft. be the same a little more or less, with structures, being part / portion property (the then separate Pre. No. 2/ 1B/ H / 15) of Premises No. 2/ 1B, Ultadanga Main Road (Now Bidhan Nagar Road).

**And Whereas** the aforesaid purchasers (Sri Biswanath Garai, Sri Rabindra Nath Garai, Sri Alope Kumar Garai and Sri Amar Nath Garai), applied before the then Assessor Department of the C.M.C. office, for mutation of their joint names in respect of the aforesaid part/ portion property of Bastu Land on deleting the name of recorded occupier / tenant (the then separate Pre. No. 2/1B/H/15) i.e. Sri Atul Chandra Garai (since deceased) with conversion ("B" to "P") of said premises number (the then separate Pre. No. 2/1B/H/15) and then the authority concern i.e. Assessor Department of the C.M.C. office, though approved the said mutation in their joint names by deleting the name of deceased Atul Chandra Garai, w.e.f. 01 /10 / 1986, but conversion ("B" to "P") of the said premises number (the then separate Pre. No. 2/ 1B/H/15) was not been done, hereinafter referred to the said "undivided joint property"

**And Whereas** in course of peaceful possession of the aforesaid "undivided joint property" one of the joint owner Sri Biswanath Garai, who was a Hindu governed by Dayabhanga School of Hindu Law, having his undivided 1/ 4th share in the aforesaid "**undivided joint property**" died intestate on 21/ 04 / 1983 leaving behind him surviving his only widow namely Smt. Dali Rani Garai and only son namely Sri Amar Nath Garai, as his joint legal-heirs and successors to inherit aforesaid undivided 1/ 4th share in the said "**undivided joint property**" left by deceased Biswanath Garai i.e. undivided 1/8th share in the said "**undivided joint property**" were inherited by each of them, it is pertinent to mention here prior to inheritance as aforesaid Sri Amar Nath Garai, was undivided joint owner in respect of undivided 1 / 4th share in the said "**undivided joint property**" and after inheritance of his 1/8th undivided share from his father i.e. deceased Biswanath Garai and after said Sri Amar Nath Garai become joint owner in respect of his undivided 3/ 8th share and Smt. Dali Rani Garai become joint owner in respect of her undivided 1/ 8<sup>th</sup> share in the said "**undivided joint property**".

**And Whereas** in course of peaceful possession of the said "**undivided joint property**" one of the joint owner Sri Rabindra Nath Garai, who was a Hindu governed by Dayabhanga School of Hindu Law, having his undivided 1/ 4th share in the said "**undivided joint property**", died intestate on 23/ 11 /2007 leaving behind him surviving his only widow namely Smt. Archana Garai and only son namely Sri Rana Garai and two married daughters namely Smt. Mahua Sadhukhan @ Smt. Mahuya Sadhukhan (Nee-Garai), wife of Sri Samir Sadhukhan and Smt. Papiya Biswas @ Smt. Papiya Biswas (Nee-Garai), wife of Sri Manabendra Nath Biswas, as his joint legal-heirs and successors to inherit said undivided 1/ 4th share in the said "**undivided joint property**" left by deceased Rabindra Nath Garai, i.e. 1/ 16<sup>th</sup> share in the said "**undivided joint property**", were inherited by each of them.

**And Whereas** by virtue of a regd. "Deed of Gift", dated 27/ 10 / 2010, regd. in the O/o. the ARA-I, Kolkata and recorded there in Book No-I, CD Volume No.-25, Page from 2687 to 2700, Being No. 10206, For the year 2010, the aforesaid Smt. Archana Garai, Smt. Mahua Sadhukhan @ Smt. Mahuya Sadhukhan (Nee-Garai) and Smt. Papiya Biswas @ Smt. Papiya Biswas (Nee-Garai), in consideration of natural love and affection gifted their undivided 3/ 16th share in the said "**undivided joint property**" or 3/ 4th share out of said undivided 1 / 4th share left by deceased Rabindra Nath Garai i.e. undivided 3 / 4th share out of Bastu Land measuring 02 Cotthas- 00 Chattak- 00Sq.Ft. be the same a little more or less, with structures in favour of Sri Rana Garai, being their biological / natural son and full blood related brother respectively and thus Sri Rana Garai, become the undivided joint owner in respect of undivided 1/ 4th share out of total Bastu Lane measuring of 08Cottahs-00Chattak-00 Sq.Ft. be the same a little more or less, with structures in the said "**undivided joint property**".

**And Whereas** the said Sri Amar Nath Garai (having his undivided 3/ 8th share), Smt. Dali Rani Garai (having her undivided 1/ 8<sup>th</sup> share), Sri Rana Garai (having his undivided 1/4th share) and Sri Aloke

Kumar Garai (having his undivided 1/ 4th share), being undivided joint owners of all that piece and parcel of Bastu Land measuring 08Cottahs-00Chattak-00 Sq.Ft. be the same a little more or less, with structures, lying and situate at part / portion property of Premises No. 2/ 1B, Bidhan Nagar Road (the then separate Pre. No. 2/1B/H/15), P.O. and P.S. Ultadanga, Kolkata-700 067, under the K.M.C. Ward No. 013 and further they are jointly applied on 22/06/2012 to the Assessment-Collection (N) Deptt. of the K.M.C. Office for mutation of their joint names with conversion ("B" to "P") of said premises number (the then separate Pre. No. 2/ 1B/H/ 15) and the said application has been duly approved by the **Joint Municipal Commissioner**, vide his **order dated 04/07/17** and the aforesaid premises number (the then separate Pre. No. 2/ 1B/H/ 15) has been duly converted ("B" to "P") to New **Premises No. 2/ 1B/2, Bidhan Nagar Road**, being New Assessee No. **11-013-03-0438-2** and they have already obtained **Mutation Certificate, dated 28/ 07 / 20 17** through Conversion Case No. **C/013/ 10-JUL-17/17**.

**And Whereas** the said Sri Amar Nath Garai, Smt. Dali Rani Garai, Sri Rana Garai and Sri Alope Kumar Garai are the undivided joint owners of all that piece and parcel of Bastu Land measuring 08 (Eight) Cottahs-00 (Zero) Chattak-00 (Zero) Sq.Ft. be the same a little more or less, with structures being lying and situate at Premises No. 2 / IB / 2, Bidhan Nagar Road, P.S. and P.O. Ultadanga, Kolkata- 700 067, under K.M.C. Ward No. 013, Borough No. III, Assessee No. 11-013-03-0438-2 and District of South 24-Parganas, hereinafter referred to the said "**undivided joint property**".

**And Whereas** the said Smt. Dali Rani Garai, in consideration of natural love and affection gifted her undivided 1 /8th share in the said "**undivided joint property**" i.e. undivided Bastu Land measuring 01 (One) Cottah - 00 (Zero) Chattak - 00 (Zero) Sq. Ft. be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its undivided share of 533 Sq.Ft. be the same a little more or less, in favour of Sri Amar Nath Garai, being her biological / natural son, by virtue of a regd. 'Deed of Gift', dated 10/ 01/ 2018, regd. in the O/o. the A.D.S.R. Sealdah, Dist : South 24- Parganas and recorded there in Book No. I, Volume No. 1606-2018, Page from 4007 to 4036, Being No. 160600112, For the year 2018 and then Sri Amar Nath Garai, became the undivided joint owner in respected of 1/ 2 or 50% share out of total Bastu Land measuring 08 (Eight) Cottahs - 00 (Zero) Chattak - 00 (Zero) Sq. Ft. be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its covered area 4260 sq.ft. be the same a little more or less.

**And Whereas** the said Sri Amar Nath Garai, (having his undivided 50% share), Sri Rana Garai (having his undivided 25% share) and Sri Alope Kumar Garai (having his undivided 25% share) being all are undivided joint owner of all that piece and parcel of revenue re-deemed Bastu Land measuring 08 (Eight) Cottahs – 00 (Zero) Chattaks - 00 (Zero) Sq. ft. be the same a little more or less,

togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its covered area 4260 Sq.Ft. be the same a little more or less, lying and situate at Premises No. 2 / 1B/ 2, Bidhan Nagar Road, P.S. and P.O. Ultadanga, Kolkata- 700 067, under the K.M.C. Ward No. 013, Borough No. III, Assessee No. 11-013-03-0438-2 and District of South 24-Parganas and they are further applied on 16/01/18, for mutation of their joint names instead of Smt. Dali Rani Garai, on transfer ground through simple / one visit Mutation Case No. O/013/ 16-JAN-18/ 108290 and the said mutation application duly approved on 18/01 / 2018 by the authority concern and they have already obtain a Mutation Certificate, dated 19/01 / 2018, hereinafter referred to as the said "undivided another joint property".

**And Whereas** the said Sri Amar Nath Garai (Land Owners / First Party No. 1, herein), Sri Rana Garai (Land Owners / First Party No. 2, herein) and Sri Alope Kumar Garai (Land Owners / First Party No. 3, herein), all are undivided joint owners of the said "one and another joint property" , as per their mutual understanding and better enjoyment to willingly again applied on 20/01/2018 to the Assessement-Collection (N) Department of the K.M.C. office for amalgamation of their said "one and another joint property" through amalgamation Case No. **M/013/20-JAN-18/2627** and the said amalgamation application has been duly approved by the Special Municipal Commissioner (R/S.), vide his order dated 12/09/2018 and the said "one and another joint property" i.e. two Premises No. 2/ 1B/ 1 and Premises No. 2 / 1B/ 2, Bidhan Nagar Road, being two Assessee No. 11-013-03-0437-0 and Assessee No. 11-013- 03-0438-2, has been duly converted/ stand into one unit premises number i.e. Premises No. 2/ 1B/ 1, Bidhan Nagar Road, being Assessee No 11-013-03-0437-0 and they have already obtained Mutation /Amalgamation Certificate, dated 27/09/18 and after completion of Amalgamation, the said Sri Amar Nath Garai (having his undivided 45.70% share), Sri Rana Garai (having his undivided 27.15% share) and Sri Alope Kumar Garai (having his undivided 27.15% share) out of entire amalgamated property of All That piece and parcel of revenue re-deemed Bastu Land measuring 10 (Ten) Cottahs - 12 (Twelve) Chattaks - 22 (Twenty Two) Sq. Ft. be the same a little more or less, togetherwith 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its covered area 5760 sq.ft. be the same a little more or less, hereinafter referred to the said "undivided joint ownership one unit property", morefully described in the First Schedule mentioned property hereunder written.

**And Whereas** while thus seized and possessed the said "undivided joint ownership one unit property" free from all encumbrances, the Land Owners/ First Party herein, have since expressed their desire to construct a multistoried building after demolishing of existing old structures through a proper Developer / Promotor Second Party and thereafter getting such information from a reliable source, the Developer/ Promotor / Second Party herein, approached before the said Land Owners/ First Party

herein to construct such a multistoried building consisting of several Flats / rooms / shops / offices / units. On account of such proposal, the said Land Owners/ First Party herein allowed the said Developer/ Promotor / Second Party herein to inspect of the said "undivided joint ownership one unit property" stated in the First Schedule mentioned property hereunder written along with all relevant deeds and documents.

**And Whereas** the said Developer / Promotor / Second Party herein has inspected the First Schedule; mentioned property hereunder written and having been completely satisfied with its clarity of title and commercial viability, have approached the said Land Owners/ First Party herein to allow their to construct a multistoried building after demolishing of old structures over the same.

**And Whereas** the Development of Agreement executed and registered on the day of 15<sup>th</sup> February 2019 between Land Owners/ First Party and Developer / Promotor / Second Party in favour of Shri Uttam Kumar Kundu and Shri Samiran Kundu both partners of **MATRIX CONSTRUCTION** having registered office premises No. 157/2A, Acharya Prafulla Chandra Road, 1<sup>st</sup> Floor, P.O.- Shyambazar, P.S.- Shyampukur, Kolkata-700004, duly executed and registered in the office of A.D.S.R. Sealdah which are recorded for Development Agreement vide Book No. -I, C.D. Volume No.- 1606-2019, pages from 22796 to 22862 being No. 160600610 for the year 2019 and for Power of Attorney executed and registered on the day of 15<sup>th</sup> February 2019 in the office A.D.S.R. Sealdah, vide Book No.- I, C.D. Volume No.- 1606-2019, pages from 23127 to 23164 being No. 160600621 for the year 2019.

**And Whereas** the Land Owners/ First Party are desirous to develop the said property and in respect of the said intension of the Land Owners/ First Party and the Developer / Promotor / Second Party negotiated with Land Owners/ First Party and upon satisfaction of title in favour of the Land Owners/ First Party and upon total discussions made by and between the parties herein the Developer / Promotor / Second Party agreed to construct the said Bastu Land at the building in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation as the land mentioned in the First Schedule property after demolishing of existing structure within 31/12/2023.

**And Whereas** upon the aforesaid verification of title of the owners concerning the First Schedule property and discussion made between the parties hereto, the Developer / Promotor / Second Party have agreed to develop the said property being premises no. 2/1B/1, Bidhannagar Road, Ultadanga, Kolkata - 700067. The present Developer / Promotor / Second Party desired to develop the Premises No. 2/1B/1, Bidhannagar Road, Ultadanga, Kolkata - 700067 by constructing a new proposed multi-storied building thereon applied for sanction of building plan to the competent authority of Kolkata

Municipal Corporation. On the same way the competent authority sanctioned the building plan according to building plan No. .... Dated .....

- B.** The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as **“ROYAL ENCLAVE”**.
- 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 Kolkata Municipal Corporation has granted the commencement certificate to develop the project vide approval dated ..... bearing registration no. ....
- E.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F.** The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... on ..... under registration no..... ;
- G.** The Allottees had applied for an apartment in the Project vide application no..... dated ..... and have been allotted apartment no. ....having carpet area of..... square feet, ..... type, on floor..... in block no. .... of **“ROYAL ENCLAVE”** along with parking no. .... admeasuring square feet..... on the ground floor , as permissible under the applicable law and of pro rata share in the common areas (**“Common Areas”**) as defined under clause (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**);
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- I.** [Please enter any additional disclosures/details]; not applicable
- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- 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 Allottees hereby agrees to purchase the Flat No. .... and the under roof car parking as specified in para G.

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

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agrees to purchase, the Flat No. .... as specified in para G.

The Total Price for the Flat based on the carpet area is Rs.....(Rupees ..... only (“Total Price”) (Give break up and description):

|  |                                  |
|--|----------------------------------|
| Block No. ....<br>Flat No. ....<br>Type .....<br>Floor ..... | Rate of Flat per Sq.Ft. Rs. .... |
| <b>Total</b>   | <b>Rs. ....</b>                  |
| <b>Total (in Rupees)</b>                                     |                                  |

AND (if/as applicable)

|                                |       |
|--------------------------------|-------|
| Parking - 1                    | Price |
| <b>Total price (In Rupees)</b> |       |

- i) The total price above includes the booking amount paid by the Allottees to the promoter towards the Flat.
- 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) up to the date of handing over the possession of the Flat to the Allottees 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 Allottees 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 scheduled 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 Allottees;

- iii) The Promoter shall periodically intimate in writing to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv) The Total Price of Flat includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat and the Project.

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

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

The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottees by discounting such early payments @-% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such

rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottees by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottees as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm to the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottees within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottees, the Promoter may demand that from the Allottees as per the next milestone of the Payment Plan as provided in Schedule 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

Subject to para 9.3 the Promoter agrees and acknowledges, the Allottees shall have the right to the Flat as mentioned below:

- (i) The Allottees shall have exclusive ownership of the Flat.
- (ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. And includes cost for providing all other facilities, amenities and specifications to be provided within the [Flat] and the Project;

(iv) The Allottees have the right to visit the project site to assess the extent of development of the project and their apartment/plot, as the case may be.

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

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

The Allottees have paid a sum of Rs. .... (Rupees..... only) as booking amount being part payment towards the Total Price of the Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan [Schedule 'C'] as may be demanded by the Promoter within the time and in the manner specified therein:

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

**2. MODE of PAYMENT:**

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

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

The Allottees, it resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale' transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of me Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable issued by the Reserve of Bank of India, he/she may be, liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities it any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

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

The Allottees authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottees against the Flat, if any, in his/her name and the Allottees undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/Plot] to the Allottees and the common areas to the association of Allottees or the competent authority, as the case may be.

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

The Allottees have seen the proposed layout plan, specifications, amenities and facilities of the Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the KOLKATA MUNICIPAL CORPORATION BUILDING RULE [Please insert the relevant State laws] and shall not have an option to make any variation /alteration in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT/PLOT:**

Schedule for possession of the said Flat :- The Promoter agrees and understands that timely delivery of possession of the Flat to the Allottees and the common areas to the association of Allottees or the competent authority, as the case may be. is the essence of the Agreement. The Promoter assures to hand over possession of the Flat along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31/12/2023 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate ('Force Majeure.'). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the

Allottees agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the Allottees about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottees, the Allottees agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession: - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Allottees in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottees shall be carried by the Promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the occupancy certificate of the apartment/ plot, as the case may be, to the Allottees at the time of conveyance of the same.

**Failure of Allottees to take Possession of Flat.-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottees shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the [Apartment/Plot] to the Allottees. In case the Allottees fails to take possession within the time provided in para 7.2, such Allottees shall continue to be liable to pay maintenance charges as specified in para 7.2.

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

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

**Cancellation by Allottees:** - The Allottees shall have the right to cancel/withdraw their allotment in the Project as provided in the Act:

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

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1: or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottees wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with interest at the rate prescribed in the rules including compensation in the manner as provided and under the Act within forty-five days of it becoming due:

Provided that where if the Allottees does not intend to withdraw from the Project, the Promoter shall pay the Allottees interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Flat which shall be paid by Promoter to the Allottees within forty-five days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottees as follows:

- (i) The Promoter has absolute, clear and marketable title respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Flat which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Flat to the Allottees and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the association of Allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or



requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

#### **9. EVENTS OF DEFAULTS AND CONSEQUENCES :**

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

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

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

In case of default by Promoter under the conditions listed above, Allottees is entitled to the following: (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottees stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or

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

Provided that where an Allottees does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Flat, which shall be paid by the Promoter to the Allottees within forty-five days of it becoming due.

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

(i) In case the Allottees fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottees under the condition listed above continues for a period beyond 2 (Two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Flat in favour of the Allottees and refund the money paid to him by the Allottees by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

Provided that the Promoter shall 'intimate the Allottees about such termination at least thirty days prior to such termination.

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

The Promoter. on receipt of Total Price of the Flat as per para 1.2 under the Agreement from the Allottees, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottees:

Provided that, in the absence of local law, the conveyance deed in favour of the Allottees shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate. However, in case the Allottees fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottees authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottees.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Flat.

**12. DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the association of Allottees and/or maintenance agency to enter into the Flat 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.

**14. USAGE :**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the (project name), shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

**15. COMPLIANCE WITH RESPECT TO THE APARTMENT :**

Subject to para 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Flat 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 Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and

tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottees further undertakes, assures and guarantees that he/she would not put any sign- board / name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase or the Building. The Allottees shall also not remove any wall including the outer and load bearing wall of the Flat.

The Allottees shall plan and distribute its electrical load in conformity the electrical systems installed by the Promoter and there after 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 of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**17. ADDITIONAL CONSTRUCTIONS :**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottees who have taken or agreed to take such Flat.

**19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the WBHIRA [Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/regulations as applicable in WBHIRA.

**20. BINDING EFFECT :**

Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Sub-Registrar for its 'registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.

**21. 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/plot/building, as the case may be.

**22 . RIGHT TO AMEND :**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES/SUBSEQUENT ALLOTTEES:**

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

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

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

Failure on me part of the Parties to enforce at any time or for any period of me provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY :**

If any provision of Agreement shall be determined to be void or unenforceable under the Act or the Rules- and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made tneunder 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.

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

Wherever in this Agreement it is stipulated that the Allottees have to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flat in the Project.

**27. 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.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be

mutually agreed between the Promoter and the Allottees, in 157/2A, Acharya Prafulla Chandra Road, Kolkata – 700004 after the Agreement is duly executed by the Allottees and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Kolkata (Additional Registrar of Assurances Kolkata). Hence this Agreement shall be deemed to have been executed at Additional Registrar of Assurances Kolkata.

**29. NOTICES :**

That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post at their respective addresses specified below:

..... Name of Allottees

.....(Allottees Address)

M/s ..... Promoter name

.....(Promoter Address)

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

**30. JOINT ALLOTTEES :**

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

**31. SAVINGS :**

Any application letter, allotment letter, agreement, or any other document signed by the Allottees in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottees under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW :**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the' interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

**(Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made there under.)**

**34. JURISDICTION**

Kolkata Courts alone shall be the jurisdiction in all matters arising out of and/or touching and/or concerning this agreement.

**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:**

**PROMOTER:**

(1) Signature .....

Name .....

Address .....

(2) Signature .....

Name .....

Address .....

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

**ALLOTTEE:** (including joint buyers)

(1) Signature .....

Name .....

Address .....

(2) Signature .....

Name .....

Address .....

**WITNESSES:**

1. Signature .....

Names .....

Address .....

2. Signature .....

Name .....

Address .....

**SCHEDULE 'A'**

**ALL THAT** piece and parcel of revenue redeemed Bastu Land measuring about 10 (Ten) Cottahs - 12 (Twelve) Chattaks – 22 (Twenty Two) Sq.Ft. be the same a little more or less, including 50 years old brick built tin / tiles roofed and cemented floor, fully residential structures, having its Covered Area 5760 Sq.Ft. be the same a little more or less, togetherwith all easements appurtenances and common right available therein, lying and situated at Premises No. 2/ 1B/ 1, Bidhan Nagar Road (prior amalgamated another Premises No. 2/1B/2, Bidhan Nagar Road, being Assessee No. 11-013-03-0438-2) P.O. and P.S. Ultadanga, Kolkata 700 067, under the K.M.C. Ward No. 013, Borough No. III,



Assessee No. 11-013-03- 0437-0 and District of South 24-Parganas, butted and bounded in the following manner :

ON THE NORTH BY : Premises No. 2B, Bidhan Nagar Road (Portion)

ON THE SOUTH BY : Aprox 39'-08" wide, Bidhan Nagar Road (K.M.C. Road)

ON THE EAST BY : Premises No. T-3A, Bidhan Nagar Road

ON THE WEST BY : Partly by 10 feet and Partly by 11 feet 6 inches wide, Bidhan Nagar Road (K.M.C. Road) and after Premises No. 2B & 2/1A/H/1, Bidhan Nagar Road

### **SCHEDULE 'B'**

**ALL THAT** a self contained residential **Flat No. ....**, admeasuring (carpet area ..... sq.ft.) ..... sq.ft. super built-up area (approx) on the ..... **Floor** of having ..... Flooring of the building containing ..... (.....) Bedrooms, 1(One) Living cum Dining Room, 2 (Two) Toilets and 1 (One) Kitchen of the building of **ROYAL ENCLAVE** at Premises No. 2/1B/1, Bidhannagar Road, P.O. & P.S.- Ultadanga, Kolkata-700067, under the Kolkata Municipality Corporation ward No. 13, more particularly described under the Schedule 'A' hereinabove written together with undivided proportionate share in the land comprised in the said premises with common areas and common users and butted and bounded as follows:-

ON THE NORTH BY : Premises No. 2B, Bidhan Nagar Road (Portion)

ON THE SOUTH BY : Aprox 39'-08" wide, Bidhan Nagar Road (K.M.C. Road)

ON THE EAST BY : Premises No. T-3A, Bidhan Nagar Road

ON THE WEST BY : Partly by 10 feet and Partly by 11 feet 6 inches wide, Bidhan Nagar Road (K.M.C. Road) and after Premises No. 2B & 2/1A/H/1, Bidhan Nagar Road

Attached Plan of respective Flat

### **SCHEDULE 'C'**

The Purchaser hereby agrees to pay the total consideration amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) out of which the Purchasers have already paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) at or before execution of this Agreement (which amount the Seller and the Owner doth admit and acknowledge to have been received and the balance amount of the said consideration amount shall be paid to the Seller and the Owner in the proportion as aforesaid in the manner hereinafter appearing:

Total Consideration Rs. ....(Rupees .....) )

1. On or before signing of this agreement (inclusive of the application ) 10% of the total consideration
2. On Completion of Foundation 10% of the total consideration
3. On Casting of Ground Floor 10% of the total consideration
4. On Casting of 1<sup>st</sup> Floor 15% of the total consideration
5. On Casting of 2<sup>nd</sup> Floor 15% of the total consideration
6. On Casting of 3<sup>rd</sup> Floor 10% of the total consideration
7. On Casting of 4<sup>th</sup> Floor 10% of the total consideration
8. On Brick work of the flat 10% of the total consideration
9. On Possession or on or before execution & registration of deed of conveyance of the flat 10% of the total consideration

**SCHEDULE 'D'**

**SPECIFICATION**

|                             |  |
|-----------------------------|--|
| <b>FOUNDATION:</b>          | R.C.C Structure building with R.C.C and Pile foundation (R.C. C. Column & Beam as per plan, material M20 grade concrete, steel ISI 500 plus TMT grade and use of A category cement).                               |
| <b>FLOORING:</b>            | Vitrified tiles in Bedrooms, Living/Dining rooms, lobbies on all floors according to developer's choice.   |
| <b>KITCHEN :</b>            | Anti Skid Ceramic Tiles on floor, Granite Kitchen Counter, Stainless Steel Sink, Glazed Ceramic Tiles (600 mm height) above Granite Counter, C.P. fittings on reputed make.  |
| <b>TOILET :</b>             | Anti skid ceramic tiles on floor glazed ceramic Tiles up to Door height, C.P. fitting on reputed make.   |
| <b>INTERNAL WALL:</b>       | Use of Putty   |
| <b>DOORS &amp; WINDOWS:</b> | Wooden frames, Main door and all internal Door will be flush Door. Aluminum channel window with Smoked Glass.  |
| <b>LIFT :</b>               | Reputed elevator or equivalent make.   |
| <b>WATER SUPPLY :</b>       | 24 hours Supply from water reservoir (KMC)   |
| <b>PLUMBING WORK:</b>       | Internal concealed Plumbing work.  |
| <b>ELECTRICAL :</b>         | Concealed insulated copper wiring with I.S.I. Branded Switches of reputed make. AC point for Bedrooms, Guesser point in Bathrooms, Aquaguard point in Kitchen Cable T.V., Telephone Points, Washing Machine Point. |
| <b>POWER SUPPLY :</b>       | CESC   |
| <b>COMMON LIGHTING :</b>    | Overhead illumination for compound, Illumination in all lobbies, staircases and common areas.  |
| <b>DRAINAGE :</b>           | Underground drainage and sewage system   |
| <b>OVERHEAD RESERVOIR :</b> | R.C.C & outer wall Covered by Brick Work.  |
| <b>EXTERNAL FINISH :</b>    | Acrylic emulsion paint / Weather coat.   |
| <b>POWER BACK UP :</b>      | Power Backup for Common area & Utilities.  |
| <b>ROOF :</b>               | Properly water proof.  |

**SCHEDULE 'E'**

**PROJECT SPECIFICATIONS:**

1. Fire-Fighting
2. Generator (For Common Area And Utility)
3. Intercom System
4. 24 Hrs. Security
5. 24 Hrs. Power Supply
6. 24 Hrs. Water Supply