AGREEMENT TO SELL / AGREEMENT FOR SALE (PLOT)

This Agreement to Sell ("Agreement") is made and executed on this ___ day of _____, ***20*** at _____.

BY AND BETWEEN

Munka Tradecomm Private Limited, a company, having its registered office at New Town Square, Unit – 3A Chinarpark, P.S. Rajarhat, Atghara, Parganas North, Kolkata-700136, West Bengal, India, PAN: AAFCM3106M, CIN: U67120WB2007PTC120679 , through its duly authorized representative Mr. Gajanand Munka, authorized vide board resolution dated 24.04.2026 (hereinafter referred to as the **"Seller"** / **"Promoter"**, which expression shall, unless repugnant to the context, include its successors, legal representatives and permitted assigns);
AND

Mr./Ms. _____, son/daughter/wife of _____, aged about ___ years, residing at _____, PAN _____, Aadhaar _____,

and, if joint purchaser,

Mr./Ms. _____, son/daughter/wife of _____, aged about ___ years, residing at _____, PAN _____, Aadhaar _____,

(hereinafter collectively referred to as the **"Purchaser"** / **"Allottee"**, which expression shall, unless repugnant to the context, include his/her/their heirs, legal representatives, executors, administrators and permitted assigns).

The Seller/Promoter and the Purchaser/Allottee are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party"**.

Recitals

WHEREAS:

A. The Seller is the sole and absolute owner and in lawful possession of the land admeasuring _____ situated at _____, comprised in Survey/Khasra/Plot No(s). _____, Tehsil/Taluka _____, District _____, State _____ (hereinafter referred to as the **"Project Land"**), by virtue of _____ dated _____, registered as document no. _____ before the office of the Sub-Registrar _____.

B. The Seller/Promoter has conceived, planned and developed / is developing a plotted development project known as **"_____"** on the Project Land in accordance with the sanctioned layout plan and approvals granted by the competent authority.

C. The said project is registered under the Real Estate (Regulation and Development) Act, 2016 under RERA Registration No. _____, valid up to _____.[web:8][web:13]

D. The Purchaser had applied for allotment of Plot No. ___, admeasuring ___ square meters / square feet / square yards, in the said project, and the Seller has agreed to sell the said plot to the Purchaser on the terms contained herein.

E. The Purchaser confirms that he/she/they has/have inspected or has/have been afforded an opportunity to inspect the title documents, approved layout, RERA disclosures, payment plan, specifications of development works and the location of the plot.[web:8][web:13]

F. The Parties are entering into this Agreement to record the terms and conditions governing the sale of the said plot, payment of consideration, delivery of possession and execution of the final conveyance deed / sale deed in favour of the Purchaser.[web:8][web:13]

Definitions

Unless the context otherwise requires:

1. **"Act"** means the Real Estate (Regulation and Development) Act, 2016, as amended from time to time.[web:8]
2. **"Allottee"** means the Purchaser to whom the plot is agreed to be sold under this Agreement.[web:8]
3. **"Plot"** means Plot No. ___, admeasuring ___ sq. mtr./sq. ft./sq. yd., more particularly described in Schedule A.
4. **"Common Areas"** means roads, pathways, open spaces, parks, utility corridors, drains, service infrastructure and such other common facilities within the project as recognized under applicable law and project documents.[web:8][web:13]
5. **"Total Price"** means the total sale consideration payable by the Purchaser as set out in Clause 3 and Schedule C.
6. **"Competent Authority"** means the planning/development/local authority and any statutory authority having jurisdiction over the project.

7. **"Force Majeure"** means war, flood, drought, fire, cyclone, earthquake, pandemic or other events beyond the reasonable control of the Seller/Promoter materially affecting the development of the project, to the extent recognized by applicable law.[web:8][web:13]

Terms and Conditions

1. **Agreement to sell**
   Subject to the terms and conditions contained herein, the Seller/Promoter agrees to sell and the Purchaser/Allottee agrees to purchase the Plot together with proportionate rights of use in the Common Areas and facilities appurtenant thereto, subject to applicable law, sanctioned layout and project documents.[web:13]

2. **Description of plot**
   The Plot agreed to be sold under this Agreement is Plot No. ***, Block/Sector/Pocket , admeasuring ___ square meters / square feet / square yards, situated in the project "***_____", as more particularly described in Schedule A annexed hereto.

3. **Total sale consideration**
   The total price/consideration for the Plot is Rs. _____ (Rupees _____ only) (the **"Total Price"**), details whereof are as follows:

   - Basic sale price of plot: Rs. _____
   - Internal development charges: Rs. _____
   - External development charges: Rs. _____
   - Preferential location charges (if any): Rs. _____
   - Taxes / statutory levies, if applicable: Rs. _____
   - One-time charges / maintenance security / utility connection charges (if agreed and lawfully recoverable): Rs. _____
   - Total: Rs. _____
     The pricing and breakup should match the allotment terms and payment plan disclosed to the allottee.[web:8][web:13]

4. **Booking amount and payment plan**
   The Purchaser has paid a sum of Rs. _____ as booking / earnest amount, receipt whereof the Seller acknowledges. The balance amount shall be paid by the Purchaser in the manner and within the time set out in Schedule C annexed hereto.[web:8][web:13]

5. **Restriction on advance beyond statutory limit**
   The Seller shall comply with the statutory restriction on accepting advance/booking amount beyond the permissible limit before execution of this Agreement for Sale, as required by RERA.[web:8]

6. **Escalation**
   The Total Price is escalation-free except for increases on account of development charges, taxes, levies or charges lawfully imposed by competent authorities after the date of this Agreement and recoverable in accordance with applicable law, with documentary support.[web:8][web:13]

7. **Approvals and development**
   The Seller represents that the project layout and approvals have been obtained from the competent authority and undertakes not to make changes in sanctioned plans except in accordance with Section 14 of the Act and other applicable law.[web:8][web:13]

8. **Rights of Purchaser**
   The Purchaser shall have exclusive rights in respect of the Plot and non-exclusive proportionate rights of use in the Common Areas, subject to the project documents, applicable law and future association/maintenance framework. The Plot price includes the cost elements disclosed for land and project-level development works and common infrastructure as applicable to the plotted development.[web:8][web:13]

9. **Possession**
   The Seller shall hand over possession of the Plot along with access to the common infrastructure and common areas in accordance with the project timeline disclosed under RERA, subject to force majeure and compliance with the Purchaser's payment obligations.[web:13]

10. **Conveyance / sale deed**
    After receipt of full consideration and fulfillment of contractual obligations, and upon completion/part completion/layout completion as applicable under local law, the Seller shall execute and register the final conveyance deed / sale deed in favour of the Purchaser within the period prescribed by applicable law.[web:13]

11. **Outgoings before transfer**
    The Seller shall pay all outgoings collected from the Purchaser and all dues relating to the project up to handing over possession, including municipal or local taxes and other charges, to the extent required by law. If the Seller fails to discharge such collected outgoings, the Seller shall remain liable for the same even after transfer, in accordance with law.[web:8][web:13]

12. **Delay in payment by Purchaser**
    If the Purchaser delays payment of any installment or amount lawfully due under this Agreement, the Purchaser shall be liable to pay interest at the rate prescribed under the applicable RERA rules from the due date until realization.[web:8][web:13]

13. **Delay in possession by Seller**
    If the Seller fails to deliver possession in accordance with this Agreement, except for force majeure or reasons legally excused, the Purchaser shall have the rights and remedies available under the Act, including refund with interest in case of withdrawal, or interest for delayed possession where the Purchaser chooses to remain in the project.[web:13]

14. **Default by Purchaser**
    If the Purchaser commits persistent default in payment even after notice, the Seller may take action in accordance with this Agreement and applicable RERA rules, including cancellation subject to lawful deductions, if any, and after giving due written notice.[web:13]

15. **Representation and warranty of Seller**
    The Seller represents and warrants that:

    - the Seller has clear and marketable title to the Project Land;
    - the Seller has full right and authority to enter into this Agreement;
    - the project is being developed in accordance with approvals and applicable law;
    - except as disclosed in writing, there are no encumbrances or litigations materially affecting transfer of the Plot; and
    - the Seller shall transfer lawful, peaceful and marketable title in the Plot at the time of execution of the conveyance deed.[web:13]

16. **Use of plot**
    The Purchaser shall use the Plot and carry out construction only in accordance with the sanctioned layout, zoning regulations, building bye-laws, environmental norms and approvals required from the competent authority.

17. **Maintenance and common services**
    The Purchaser shall join and comply with the maintenance arrangement / association framework as may be established for the project in accordance with law, and shall pay maintenance and common

service charges as lawfully applicable from the date specified in the project documents or offer of possession.[web:8][web:13]

18. **Transfer / nomination by Purchaser**
    Any transfer, assignment or nomination by the Purchaser before execution of the conveyance deed shall be subject to applicable law, project documentation requirements, payment of all dues and charges lawfully payable, and production of necessary NOC from any lending institution, if applicable. Any transfer restriction clause should be checked against state-specific law and current RERA jurisprudence before final use.

19. **Indemnity for defective title**
    The Seller shall be liable to compensate the Purchaser for loss caused due to defective title of the Project Land, in the manner provided under the Act.[web:13]

20. **Force majeure**
    In the event of force majeure rendering development temporarily impossible, the timeline for performance shall stand extended to the extent permitted by law. If the project becomes impossible to perform in law, refund consequences shall follow as per the Act and applicable rules.[web:13]

21. **Dispute resolution and jurisdiction**
    The rights and obligations of the Parties shall be governed by the laws of India and the laws applicable in the State of _____. Disputes shall be subject to the forums and remedies available under RERA and other applicable laws, and subject also to jurisdiction of competent courts/tribunals at _____.

Schedule A - Description of Plot

- Project name: MUNKA TRADECOMM
- RERA registration number: _____
- Plot number: _____
- Block / sector / pocket: _____
- Plot area: _____
- Village / Mouza: _____
- Tehsil / Taluka: _____
- District: _____

- State: _____
- Boundaries:

  East: _____

  West: _____

  North: _____

  South: _____

Schedule B - Project approvals and title particulars

- Title deed details of Seller: _____
- Sanctioned layout approval no. and date: _____
- Competent authority: _____
- RERA registration details: _____
- Encumbrance disclosure, if any: _____

Schedule C - Payment Plan

- On booking / token / earnest money: Rs. _____
- On execution of this Agreement: Rs. _____
- On completion of internal development milestone 1: Rs. _____
- On completion of internal development milestone 2: Rs. _____
- On offer of possession / before execution of sale deed: Rs. _____
- Any statutory / actual charges payable separately: _____

Schedule D - Common infrastructure / amenities

- Internal roads
- Drainage / sewer line
- Water pipeline / water point network
- Electricity distribution infrastructure to common connection point
- Street lighting
- Boundary / gate / landscaping / parks / open spaces, if applicable

- Any other amenities specifically promised in brochure/project disclosure: _____

Execution

IN WITNESS WHEREOF, the Parties have signed this Agreement to Sell on the day, month and year first above written.

SELLER / **PROMOTER**

Signature: _____

Name: _____

Designation: _____

PURCHASER / **ALLOTTEE**

Signature: _____

Name: _____

PURCHASER / **ALLOTTEE**

Signature: _____

Name: _____

Witnesses

1. Signature: _____
   Name: _____
   Address: _____

2. Signature: _____
   Name: _____
   Address: _____