

**AGREEMENT FOR SALE**

**THIS AGREEMENT** is made on this \_\_\_\_ day of March 2024 (Two Thousand and Twenty Four).

**BY AND BETWEEN**

(1) **SRI. TAPAN RAY CHAUDHURI** alias **SRI. TAPAN ROY CHOWDHURY** (PAN. ADKPR8151N), (AADHAR. 9175 0194 0434), (D.O.B. 22/02/1945), (MOBILE No. 9239227866) son of Late Jagabandhu Roy Choudhury, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 12A, Rani Bhabani Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, District - South 24 Parganas, and (2) **SRI. SUBHASH ROY CHOWDHURY**, (PAN. ADJPR8160Q), (AADHAR. 4315 7362 3605), (D.O.B. 23/01/1947), (MOBILE No. 6289192898) son of Late Jagabandhu Roy Choudhury, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 12A, Rani Bhabani Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, District - South 24 Parganas, represented through their lawful **Constituted Attorney SRI. TARUN KUMAR GHOSH**, (PAN. ADUPG1361P), (AADHAR. 4516 0358 8050), (D.O.B. 11/09/1961), (Mobile No. 9831063573), Son of Late Dhruvapada

*Tarun Kumar Ghosh*  


Ghosh, by religion - Hindu, by nationality - Indian, by occupation - Business, residing at 2 Rani Bhawani Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, hereinafter called and referred to as the **OWNERS/VENDORS** (which expression shall unless exclude by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives and assigns) of the **ONE PART**

AND

**SRI TARUN KUMAR GHOSH** (PAN No: ADUPG1361P), (AADHAR: 4516 0358 8050), (D.O.B. 11/09/1961), (Mobile No. 9831063573), Son of Late Dhruvapada Ghosh, by religion - Hindu, by Nationality - Indian, by occupation - Business, residing at 2 Rani Bhawani Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, District - South 24 Parganas, hereinafter called and referred to as the **DEVELOPER/CONFIRMING PARTY**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his, executors, administrators, representatives and assigns) of the **SECOND PART**

AND

**SRI \_\_\_\_\_**, (PAN- \_\_\_\_\_), (AADHAAR NO. \_\_\_\_\_) son of \_\_\_\_\_, by faith- Hindu, by Nationality- Indian, by occupation- \_\_\_\_\_, residing at Type \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S.- \_\_\_\_\_, is hereinafter called and referred to as the **PURCHASER** (which terms or expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their respective legal heirs, successors, successors in interest, executors, administrators, legal representatives and/or assigns) of the **THIRD PART**.

The Owner, Developer and the Purchaser shall hereinafter collectively be referred to as the "**parties**" and the individually as a "**party**".

**WHEREAS** one Jagabandhu Roy Chowdhury since deceased was the sole and absolute Owner of amongst other properties the said three premises being Premises No. 182, S.P. Mukherjee Road, Kolkata - 700026, measuring 5 Cottahs 13 Chittacks and 30 Sq. Ft., more or less and premises No. 2 Rani Bhabani Road, Kolkata - 700026 measuring 3 Cottahs and 1 Chittack and 11 Sq. Ft. more or less and Premises No.



4A, Rani Bhabani Road, Kolkata - 700026 measuring 3 Cottahs 2 Chittacks and 36 Sq. Ft. more or less respectively.

**AND WHEREAS** the said Jagabandhu Roy Chowdhury on about 24th August, 1966 after making and publishing his last will and testament dated the 12th July, 1962 modified by a Codicil dated 17<sup>th</sup> day of June, 1966 whereby and where under he appointed his both sons Tapan Roy Chowdhury and Subhas Roy Chowdhury and his widow Smt. Namita Roy Chowdhury and one Sudhindra Nath Roy as the joint executors and executrix to his estate and gave devised and bequeathed amongst his other properties and assets and the said

Premises No. 182, Shyama Prasad Mukherjee Road, Kolkata - 700026 to his said two sons namely the said Tapan Roy Chowdhury and the said Subhas Roy Chowdhury in equal shares and Premises No. 2, Rani Bhabani Road, Kolkata - 700026 to his daughter said Smt. Tapati Roy and Premises No. 4A, Rani Bhabani Road, Kolkata - 700026 to his other daughter said Smt. Arati Basu.

**AND WHEREAS** the said executors and executrix to the estate of the said Jagabandhu Roy Chowdhury applied for grant of probate of the said Will vide Case No. 197 of 1967 in the High Court, Kolkata (Testamentary and Intestate Jurisdiction) and the Hon'ble High Court vide order dated the 30<sup>th</sup> September, 1967 granted probate thereof.

**AND WHEREAS** by virtue of the grant of probate to the said Will said Tapan Roy Chowdhury and Subhas Roy Chowdhury became the Joint Owners of the Premises No. 182, Shyama Prasad Mukherjee Road, Kolkata - 700026 and said Tapati Roy became the sole and absolute Owner of Premises No.2, Rani Bhabani Road, Kolkata - 700026 and said Smt. Arati Basu became the sole and absolute Owner of the Premises No. 4A, Rani Bhabani Road, Kolkata - 700026.

**AND WHEREAS** the said Tapan Roy Chowdhury and Subhash Roy Chowdhury became the joint Owners, each having 50% share, of the fully tenanted Premises no. 182, Shyama Prasad Mukherjee Road, Kolkata - 700026, consisting of various old Kancha structures with tile sheds standing thereon and the owners though being desirous of developing the said Premises had been unable to shift and/or vacate

Tapan Roy Chowdhury  
Kolkata  
Proprietor



the tenants at Premises No. 182, S.P. Mukherjee Road, Kolkata - 700026, measuring 5 Cottahs 13 Chittacks and 30 Square Feet more or less.

**AND WHEREAS** said Tapan Roy Chowdhury and Subhash Roy Chowdhury being the present owners herein mutated their name as recorded owner in the books and record of the Kolkata Municipal Corporation in respect of the said plot of land and structure with tiles shed and after mutation the said plot of land and structure with tiles shed had been numbered and recorded as being holding and premises no. 182, Shyama Prasad Mukherjee Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, within Kolkata Municipal Corporation, under Ward No. 88, District - South 24 Paraganas.

**AND WHEREAS** after acquiring absolute right title and interest over the said property being holding and premises no. 182, Shyama Prasad Mukherjee Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, within Kolkata Municipal Corporation, under Ward No. 88, District - South 24 Parganas, the owners/ vendors hereto of the owners/vendors the one part herein have expressed their desire to develop the said property, the details of which is more fully described in the First Schedule hereunder in written and hereinafter for the sake of brevity referred to as the SAID PREMISES free from all encumbrances, charges, liens, attachments, lispensens whatsoever, through any recognised Developer/ Promoter for construction of Multi-storied Building thereon consisting of several flats in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.

**AND WHEREAS** having come to know the aforesaid intention of the party hereto of the one part the party hereto of the other part being the existing tenant and a reputed Developer/ Promoter have also expressed their desire to take up the task of Development of the said First Schedule Property in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation.

**AND WHEREAS** after having detailed discussion the party hereto of the one part being joint and absolute owners of the said First Schedule property have agreed to develop their said premises for construction of Standalone Building thereon consisting of several Flats, Car parking

Tapan Roy Chowdhury  
Kolkata  
Proprietor



space, Commercial spaces, etc. through the party hereto of the other part.

**AND WHEREAS** the owner herein have satisfied regarding the soundness of fund and knowledge of construction including experience of the Developer herein and the owners agreed with the developer for construction a Standalone building on the said land and one development agreement has been executed by and between the vendors and the Developer for the purpose of the proposed Standalone building thereon and the said Development Agreement were executed and registered in the Office of the A.D.S.R. at Alipore on 4th April 2016 and it was recorded in Book no.1, Volume No. 1605 - 2016, pages from 66954 to 66991 and being no. 160502470 for the year 2016 with the terms and conditions more full and specifically mentioned therein.

**AND WHEREAS** a general power of attorney was executed and registered by the owners/ vendors in favour of the developer namely, **Dr. Tarun Kumar Ghosh**, Son of Late. Dhruvapada Ghosh, by religion - Hindu, by occupation - Business, residing at 2, Rani Bhabani Road, P.O. - Kalighat, P.S. - Tollygunge, Kolkata - 700026, District - South 24 Parganas, which was registered in the office of the A.D.S.R. at Alipore, on 4th April 2016 and it was recorded in Book No. 1, Volume No. 1605-2016, pages 65822 to 65837 and being no. 160502475 for the year 2016.

**AND WHEREAS** a valid building sanction plan vide no. 2018080154 dated 12/11/2018 was obtained from Kolkata Municipal Corporation for the purpose of construction of a multi storied building on the said land in the name of the vendors by the said Developer.

**AND WHEREAS** one supplementary development agreement has been executed by and between the vendors and the developer for the purpose of the proposed multi storied building thereon and the said Development Agreement were executed and registered in the office of the A.D.S.R. at Alipore in the year 2019 and it was recorded in Book No. 1 and being no. 160505585 for the year 2019 with the terms and conditions more full specifically mentioned therein.

Tarun Kumar Ghosh  
Kolkata  
Proprietor



**AND WHEREAS** there after obtaining the sanctioned plan the said Developer, have started to construct the Standalone building as per the valid sanction plan consisting of several residential ownership flats and/or units, shops, garages and spaces.

**AND WHEREAS** in need of a residential flat the Purchasers herein approached the Owner/Vendor/Developer herein for purchasing of a self-contained tiles finished residential flat being no. .... measuring about ..... sq. Ft. more or less Super Built-up area (..... Sq.Ft. Super Built-up area from Flat No. .... and ..... Sq.Ft. Super Built-up area from the adjacent portion of Flat No. ....,) on the ..... floor of .....side of the said building consisting of ..... bedrooms, one Living Room, one dining space, one kitchen room, one balcony and two toilets wherein after refer to as the 'Said Flat' together with one covered car parking space, marked as ....., measuring about ..... Sq. Ft. more or less on the ground floor of the said building wherein after refer to as the 'Said Car Parking Space' situated at and being Premises No. 182, Shyama Prasad Mukherjee Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, within Kolkata Municipal Corporation, under Ward No. 88, District - South 24 Parganas, together with undivided , undemarcated proportionate share of the land and all easement right and rights and after satisfied from all aspects the Owner/Vendor/Developer have agreed to sell the said flat along with the said car parking space wherein after for the brevity of contract referred to as the 'Said Property" stated herein above from the said Purchasers herein and the said flat more fully and specifically mentioned in the Second Schedule hereunder in written with a total consideration of Rs...../- (Rupees .....) only.

AND WHEREAS the Owner/Vendor/Developer and the Purchasers have entered into one agreement on ....., wherein inter alia it was agreed by the parties that the Purchasers will purchase the flat of more or less ..... sq. ft. Super Built-up area on the third floor of the newly constructed building comprised of ..... Sq. ft from Flat No. .... and ..... Sq. Ft. Super Built-up Area from the adjacent portion from Flat No. .... After modification of revised building plan by Rule-26 of the KMC Act, the said flat has been renumbered as Flat No. .... (..... Sq.Ft. Carpet area from Flat No. .... and ..... Sq.Ft. Carpet area from Flat No. ....). It is particularly stated that

Tanu  
Kolkata  
Proprietor



the area from the aforesaid flats remain same and unchanged. After execution of the deed of conveyance the said flat being Flat No. ...., more fully described in the Schedule B below, which will be considered as one unit without part and/or division and the mutation will be done accordingly as single unit being Flat No. .... by the Purchasers. The said flat being Flat No. ...., is marked and delineated with Red ink in the attached plan.

**NOW THIS INDENTURE WITNESSETH** that in consideration of sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only including GST as to be applicable under the provisions of Income Tax Act.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE as follows:**

1. TERMS:

a. Subject to the terms and conditions as detailed in this Agreement, the Owner and the Developer jointly agree to sell to the Purchaser and the Purchaser hereby agrees to purchase, the said Flat/ Apartment as more fully described in the **SCHEDULE A** herein below.

b. The Total Price for the Apartment based on the Carpet Area of the Flat is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as per the details given in the **SCHEDULE "C"** hereunder written (the **"TOTAL PRICE"**) which means Unit Price, Other Charges and GST.

Description	Amount (In INR)
Unit No:            Type :            BHK:            Floor: Area:	
Cost of Unit	Rs. _____/-
Cost of Car Park	Rs. _____/-
Total Consideration for the apartment	Rs. _____/-

The Total Price has been arrived at in the following manner:

Taru  
  


The Allottees have further agreed to pay the following amount as and by way of extra payments to the Owner/Vendor/Developer and the same shall be paid after the execution of this agreement as and when demanded by the promoter

<b>Extra Payments (Extras &amp; Deposits)</b>	
<b>Maintenance Deposit-</b> This amount is payable against 12 months advance maintenance charges for the said Apartment	Rs. _____/-
<b>CESC Security Charges</b>	On Actuals (for electric meter)
<b>Legal Charges</b> - (including legal fees pertaining to drafting of this Agreement to Sale and the Deed of Conveyance)	Rs. _____/-
<b>Association Formation Charges</b>	Rs. _____/-
<b>Property tax deposit-</b> This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months.	Rs. _____/-
<b>Rule 25 Charges (if applicable)</b>	On Actuals
<b>Total Extras &amp; Deposits</b>	Rs. _____/-

Explanation:

(i) The Total Price above includes the Booking Amount paid by the Purchaser to the Owner/Vendor/Developer towards the said Apartment. In this context it is agreed that "Booking Amount" shall always mean a sum equivalent to 10% (ten percent) of the Unit Price excluding GST (the "**Booking Amount**").

(ii) The Total Price above includes taxes (consisting of tax paid or payable by the Developer, as applicable, by way of Value Added Tax, Goods and Services Tax, CGST, if any as per law and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner/Vendor/Developer, (by whatever name called) up to the date of handing over the possession or Deemed date of possession of the Unit to the Purchaser and the Project to the association of Flat Owners after obtaining the completion certificate.

Tamara Kulkarni  




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

(iii) The Owner/Vendor/Developer shall periodically intimate in writing to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment demanded by the Developer within 30 (thirty) days from the date of such written intimation. In addition, the Owner/Vendor/Developer shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price of Apartment includes 1) pro-rata share in the Common Areas; and 2) Parking Space as provided in the Agreement

c. The Total Price is escalation-free, save and except increases which the Owner/Vendor/Developer 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 Owner/Vendor/Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, costs/charges imposed by the competent authorities, the Owner/Vendor/Developer shall enclose the relevant notification/order/rule/ regulation to that effect along with the demand letter/email being issued to the Purchaser, which shall only be applicable on subsequent payments.

d. The Purchaser shall make the payment to the Owner/Vendor/Developer as per the mode of payment as set out in the **SCHEDULE C** hereto (the "**MODE OF PAYMENT**").

e. The Owner/Vendor/Developer may allow, in their sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments at a mutually agreed percentage per annum for the period by which the respective installment has been proponed.

f. It is agreed that the Owner/Vendor/Developer shall not make any additions and/or alterations in the sanctioned plan of the proposed building, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **SCHEDULE** herein in respect

Tamara Kulkarni  
  
Proprietor

of the Apartment without the previous written consent of the Purchaser, as per the provisions of the Act.

Provided that, the Owner/Vendor/Developer may make such minor additions or alterations, as may be required by the Purchaser, or such minor changes or alteration are as per the provisions of the Act.

g. The Owner/Vendor/Developer shall confirm to the Purchaser the final Carpet Area of the Apartment that has been allotted to the Purchaser after the construction of the Building in which the Apartment is situated is complete and the occupancy certificate (or such other certificate by whatever name called is issued by the competent Authority) is granted by the competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Developer. If there is reduction in the Carpet Area, within the defined limit, then the Developer shall refund and /or adjust the excess money paid by the Purchaser at the time of final possession or within 45 (forty five) days from the date of final demand for possession, along with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is an increase in the Carpet Area of the apartment allotted to the Purchaser, the Developer shall demand that from the Purchaser as per the next milestone of the mode of Payment as provided in the **SCHEDULE C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

h. Subject to para 9.3 below the Owner/Vendor/Developer agrees and acknowledges, that the Purchaser shall have the right to the Apartment as mentioned below:

- i. The Purchaser shall have exclusive ownership of the Apartment;
- ii. The Purchaser shall also have right to use undivided proportionate share/interest in the Common Areas and also the right to use such Common Areas to the extent required for beneficial use and enjoyment of the Apartment. Since the share/interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use all Common Areas along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to

Tamara Kulkarni  


the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owner/Vendor/Developer shall convey undivided proportionate title in the Common Areas to the association of Purchaser as provided in the Act.

(iii) The computation of price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, Car Parking, internal development charges, external development charges, taxes, cost of providing electric wiring, in the Common Areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

i. It is made clear by the Owner/Vendor/Developer and the Purchaser agrees that the Apartment (including the Parking Space), as the case may be, if any, allotted to the Purchaser by the Owner/Vendor/Developer and as so mentioned in the **SCHEDULE A** hereto 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/or the additions made thereto and shall 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 Purchaser. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the other Owners (including the Purchaser herein) of the Project.

It is understood by the Purchaser that all other areas, that is, areas and facilities falling outside the Project, namely "**ORCHID**" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

j. The Owner/Vendor/Developer agrees to pay all outgoing before transferring the physical possession of the apartments to the Purchaser, which the Developer has collected from all the Flat Owners (including the Purchaser herein) 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(s) and financial institutions which are related to the Project). If the Owner/Vendor/Developer fails to pay all or any of the outgoings collected by the Developer from the all Flat Owners (including the Purchaser herein) or any liability, mortgage loan and interest thereon

Tanu  
Kolkata  
Proprietor



before transferring the apartments respectively to the Purchasers, then, and in such event, the Owner/Vendor/Developer agrees to be liable, even after the transfer of the Apartment, 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 proceeding which may be taken therefore by such authority or person.

k. The Purchaser has paid a sum of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_)** as Booking Amount, being part payment towards the Unit Price of the Apartment at the time of application and the receipt of which the Owner/Vendor/Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Apartment as prescribed in the Mode of Payment in the **SCHEDULE C** hereunder written) as may be demanded by the Owner/Vendor/Developer within the time and in the manner specified therein.

Provided that if the Purchaser delays in payment towards any amount, which is payable, within the due date, the Purchaser shall be liable to pay interest at the rate as prescribed in the Rules which is currently equivalent to the prevailing Prime Lending Rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum for the period of such delay, as prescribed in the Rules.

## 2. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Purchaser shall make all payments and the Owner/Vendor/Developer abiding by the construction milestones, on written demand/e-mail by the Owner/Vendor/Developer, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/demand draft/ banker's cheque or online payment (as applicable) in the manner mentioned in the said demand/email. Outstation cheques shall not be accepted. Further, on dishonor of a cheque on any ground whatsoever, the Purchaser shall be liable to pay to the Promoters a charge of Rupees Five hundred only plus applicable taxes, for every such dishonor.

## 3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

3.1 The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made there under or any statutory amendment(s) modification(s) made

Tamara Kulkarni  


thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developers with such permission, approvals which would enable the Developers to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on Purchaser's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Purchaser may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Owner/Vendor/Developer accept no responsibility in regard to matters specified in para 3.1 above. The Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Owner/Vendor/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser 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 Owner/Vendor/Developer shall be issuing the payment receipts in favour of the Purchaser only.

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

The Purchaser authorizes the Owner/Vendor/Developer to adjust/appropriate all payments made by the Purchaser under any head(s) of dues against lawful outstanding of the Purchaser against the Apartment, if any, in the Purchaser's name as the Owner/Vendor/Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Owner/Vendor/Developer to adjust his payments in any manner.

Tamara Kulkarni  


## 5. TIME IS ESSENCE:

Time is of essence for the Developer as well as the Purchaser. The Owner/Vendor/Developer shall abide by the time schedule for completing the Project and/or for handing over the Apartment to the Purchaser and the Common Areas to the association of Purchaser or the competent authority, after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Vendor/Developer as provided in the Payment Plan in the **SCHEDULE C**. The Common Areas, amenities and facilities of the said Project, however, will be handed over only upon of completion of the entire Project in due course of time.

## 6. CONSTRUCTION OF THE PROJECT:

The Purchaser has seen and accepted the proposed layout plan and the floor plan of the Apartment shown in **Annexure-B** to the Agreement, specifications, amenities and facilities of the Project as mentioned in the **SCHEDULE "D"** hereto and have accepted the same which has been approved by the competent Authority, as represented by the Owner/Vendor/Developer. The Owner/Vendor/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Owner/Vendor/Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT:

**7.1 Schedule for possession of the Apartment** - The Owner/Vendor/Developer agrees and understands that timely delivery of possession of the Flat/Apartment to the Purchaser and the Common Areas to the association of Purchaser is the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with right to use Common Areas with all specifications, amenities and facilities attached to the Project in place **on or before 31<sup>st</sup> December 2025** unless

Tanuj Kumar  
Kolkata  
Proprietor



there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic and/ or lockdowns due to pandemic or any other calamity caused by nature affecting the regular development of the Project (the "**FORCE MAJEURE**"). If, however, the completion of the proposed Building in the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Flat/ Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Owner/Vendor/Developer to implement the proposed building of the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Vendor/Developer shall refund to the Purchaser the entire amount received by the Owner/Vendor/Developer from the allotment within 45 days from that date. The Developer shall intimate to the Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agrees that the Purchaser shall not have any right, claim etc. against the Developer and that the Owner/Vendor/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** - The Owner/Vendor/Developer upon obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent Authority, shall within a maximum period of fifteen days from such date (the "**NOTICE OF POSSESSION**") offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Purchaser to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice of Possession by the Purchaser (the "**POSSESSION DATE /DEEMED DATE OF POSSESSION**") Provided that the conveyance deed of the Apartment in favour of the Purchaser shall be executed and registered by the Promoters (subject, however, to the Purchaser making all payments as mentioned in the **SCHEDULE C** hereto and taking possession of the Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Developer as per

Tamara Kulkarni  


requisition of the Developer ) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) and the Owner/Vendor/Developer shall give possession of the Apartment to the Purchaser . The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developer. The Purchaser, after taking possession and/or from the Deemed Date of Possession, agree(s) to pay the maintenance charges taxes etc. as determined by the Developer/association of Purchasers, as the case may be after the issuance of the completion certificate for the Project.

**7.3 Failure of the Purchaser to take Possession of Apartment -**

Upon receiving the Notice of Possession from the Owner/Vendor/Developer, as per para 7.2, the Purchaser shall take possession of the Apartment from the Owner/Vendor/Developer within the Possession Date by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner/Vendor/Developer shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in para 7.2 and/or even after the expiry of the Possession Date, such Purchaser shall continue to be liable to pay maintenance charges, taxes etc as specified in para 7.2.

**7.4 Possession by the Purchaser-** After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to the Purchaser and on handing over of Common Areas to the association of Purchasers, it shall be the responsibility of the Owner/Vendor/Developer to hand over the necessary documents and plans, including Common Areas, to the association of Purchasers or the competent authority, as the case may be, as per the local laws, :

**7.5 Cancellation by Purchaser –**

The Purchaser shall have the right to cancel/withdraw the Purchaser's allotment in the Project as provided in the Act. Provided that, where the Purchaser proposes to cancel/withdraw from the Project without any fault of the

Tamara Kulkarni  




Owner/Vendor/Developer, the Owner/Vendor/Developer shall herein shall be entitled to forfeit the Booking Amount paid for the allotment and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Purchaser. The balance amount of money paid by the Purchaser shall be returned by the Developer to the Purchaser within 45 (forty five) days of such cancellation.

#### 7.6 Compensation –

The Owner/Vendor/Developer shall compensate the Purchaser in case of any loss caused to him due to defective title of the Said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this 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 Owner/Vendor/Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified 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 Owner/Vendor/Developer shall be liable, on demand to the Purchaser, in case the Purchaser wishes to withdraw from the Sixth Phase of the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, along with interest at the rate prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent )per annum) including compensation in the manner as provided in the Act , within 45 (forty-five) days of it becoming due.

Provided That where the Purchaser does not intend to withdraw from the Project, the Owner/Vendor/Developer shall pay the Purchaser interest at the rate at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum), for every month of delay, till the handing over of the possession and/or Deemed date of possession of the Apartment, whichever is earlier.

#### 8. REPRESENTATION AND WARRANTIES OF THE DEVELOPER:

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

Tanuj  
Kumar  
Proprietor



- i. The Owner/Vendor/Developer has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project save and except as mentioned in sub clause (iv) below.
- ii. The Owner/Vendor/Developer have 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 save and except that the Developer have taken a loan from State Bank of India (said bank)/financial institution(s) against security of the Said Land and the construction having already been made and/or being made. The Developer shall cause the said bank(s), if necessary, to issue no objection letter in favour of the Purchaser to enable the Purchaser to take loan from any bank or financial institution for financing the purchase of the Apartment and the Owner/Vendor/Developer further undertake that the Owner/Vendor/Developer shall cause the said bank(s) to release the Apartment from the mortgage created by the Owner/Vendor/Developer on or before the Developer executing the deed of conveyance of the Apartment in favour of the Purchaser and the Purchaser will get the title of the Apartment free from all encumbrances.
- iv. There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment / Plot].
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Vendor/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, building, Apartment and Common Areas;
- vi. The Owner/Vendor/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

Tamara Kulkarni  
Proprietor



- vii. The Owner/Vendor/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Owner/Vendor/Developer confirms that the Developer are not restricted in any manner whatsoever from selling the Apartment to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Owner/Vendor/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the Common Areas to the association of Purchasers or the competent authority, as the case may be at the time of completion of entire Project.
- x. The Said Land 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 Said Land;
- xi. The Owner/Vendor/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the completion certificate has been issued and possession of Apartment or Building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **Part I** and **Part II** of the **SCHEDULE "D"** hereto) has been handed over to the Purchaser and the association of Purchasers 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 Developer in respect of the Said Land and/or the Project.
- xiii. That the Said Land is not a Wakf property.

Tanujit  
Kolkata  
Proprietor



## 9. EVENT OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Owner/Vendor/Developer shall be considered under a condition of Default, in the following events:
- i. The Owner/Vendor/Developer fails to provide ready to move in possession of the Apartment to the Purchaser within the time period specified in para 7.1. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects;
  - ii. Discontinuance of the Developer's business as a developer on account of suspension or revocation of Developer's registration under the provisions of the Act and/or the Rules and/or the regulations (the "**Regulations**") made there under.
- 9.2. In case of Default by the Owner/Vendor/Developer under the conditions listed above, the Purchaser is entitled to the following:
- i. Stop making further payments to the Owner/Vendor/Developer as demanded by the Owner/Vendor/Developer. If the Purchaser stops making payments, the Owner/Vendor/Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any penal interest; or
  - ii. The Purchaser have the option of terminating the Agreement in which case the Owner/Vendor/Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the Apartment, along with interest at the rate as prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum), within 45 (forty five) days of receiving the termination notice.

Provided that, where the Purchaser does not intend to withdraw from the Project or terminate the Agreement, the Purchaser shall be paid, by the Owner/Vendor/Developer, interest at the rate as prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum), for

Tamara Kulkarni  


every month of delay till the handing over of the possession/Deemed Date Of Possession of the Apartment, whichever is earlier.

9.3. The Purchaser shall be considered under condition of Default, on the occurrence of the following events:

- a. In case the Purchaser fails to make payment for two consecutive demands made by the Owner/Vendor/Developer as per the Payment Plan, of any amount due and payable by the Purchaser under this Agreement (including the Purchasers proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of installments or notice for rectification of default as per the Payment Schedule shall also be considered as Demand for the purpose of this clause. In such event the Purchaser shall be liable to pay interest to the Owner/Vendor/Developer, interest, as prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) on all unpaid amount at the rate specified in the Rules. .
- b. Without prejudice to the right of the Owner/Vendor/Developer to charge interest in terms of Clause 9.3 (i) above, in case of Default by Purchaser under the condition listed above continues for a period beyond 2 (two) consecutive months after notice for rectification of default from the Owner/Vendor/Developer in this regard, the Owner/Vendor/Developer shall cancel the allotment of the Apartment in favour of the Purchaser and terminate this Agreement and refund the amount money paid to it by the Purchaser by deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Owner/Vendor/Developer, and this Agreement and any liability of the Owner/Vendor/Developer shall thereupon stand terminated.

## 10. CONVEYANCE OF THE APARTMENT:

- i. The Owner/Vendor/Developer, on receipt of Total Price of the Apartment as per para 1.2 above and as mentioned in the **SCHEDULE C** below along with any other dues from the

Tamara Kulkarni  


Purchaser, shall execute a conveyance deed and convey the title of the Apartment together with right to use proportionate undivided/indivisible share/interest in the Common Areas with the right to use such Common Areas along with the other occupants of the Project and/or with rights appurtenant thereto within three months from the date of Completion Certificate or such other certificate by whatever name called issued by the competent authority to the Purchaser. In case, however, the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the notice, the Purchaser authorizes the Owner/Vendor/Developer to withhold registration of the conveyance deed in favour of the Purchaser till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

#### **11. MAINTENANCE OF THE PROJECT:**

The Owner/Vendor/Developer 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 Purchasers. The cost of such maintenance has been included in the Total Price.

#### **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 Owner/Vendor/Developer as per the agreement for sale relating to such development is brought to the notice of the Owner/Vendor/Developer within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Owner/Vendor/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner/Vendor/Developer's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

#### **13. RIGHT OF THE PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.**

Tamara Kulkarni  


The Purchaser hereby agrees to purchase the Apartment on the specific understanding that the Purchaser's right to the use of Common Areas subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all the Purchaser's obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time.

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

The Owner/Vendor/Developer/maintenance agency/association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking and open parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE:**

**Use of Service Area:** The service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, underground water tanks, pump rooms, maintenance and service rooms, etc. and other permitted uses as per the Said Plan and/or the Revised Plan and/or the plans to be revised/sanctioned in future, as the case may be. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchasers formed by the Purchaser or caused to be formed for the Purchasers for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT**

16.1 Subject to Clause 12 above, the Purchaser shall, from the Deemed Date Of Possession, be solely responsible to maintain the Apartment at the Purchaser's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions

Tamara  
Kokata  
Proprietor



to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances there to 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.

16.2 The Purchaser further undertakes, assures and guarantees that the Purchaser 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 Purchaser 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 Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.

16.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Flat Owners and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

#### **18. ADDITIONAL CONSTRUCTIONS:**

The Owner/Vendor/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Said Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

Tamara Kulkarni  




**19. OWNER/VENDOR/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:**

After the Owner/Vendor/Developer execute this Agreement the Owner/Vendor/Developer shall not create any further mortgage or create any further charge on the Apartment 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 Purchaser who has taken or agreed to take such Apartment.

**20. APARTMENT OWNERSHIP ACT:**

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

**21. BINDING EFFECT:**

Forwarding of this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser 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 of the same by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the concerned Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser, the application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the Booking Amount shall be returned to the Purchaser without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether

Tanujit Kumar  


written or oral, if any, between the Parties in regard to the Apartment/Project, as the case may be.

**23. RIGHT TO AMEND:**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER / SUBSEQUENT PURCHASERS:**

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

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

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

**26. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 thereunder or the applicable law, as the case may be, and the

Tamara  
Kokata  
Proprietor



remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchasers in the Project/Complex, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments/Units in the Project/Complex.

**28. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorised signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser in Kolkata after the Agreement is duly executed by the Purchaser and the Developer simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registry office having jurisdiction and authority at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

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

**Name of Purchaser:**

**Address of Purchaser:**

**Developer's name: TARUN KUMAR GHOSH**

**Address of Developer: 2 Rani Bhawani Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026**



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

**31. JOINT PURCHASERS:**

That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser 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 Purchasers.

**32. GOVERNING LAW:**

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

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

**THE SCHEDULE "A" ABOVE REFERRED TO**  
**(Description of the Said Space)**  
**Part - I**  
**(Apartment)**

**ALL THAT** Flat/ Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor on the building being constructed on the land as a part of the project having a carpet area of about \_\_\_\_\_ Sq.Ft more or less, with the respective areas of the verandah/balcony, open terrace (if any) and store (if any) being respectively \_\_\_\_\_ Sq.ft more or less, \_\_\_\_\_ sq.ft more or less and \_\_\_\_\_ sq.ft more or less, thus aggregating to a built up area of \_\_\_\_\_ sq.ft more or less.



For the purpose of payment of the proportionate common expenses and maintenance charges by the Purchaser, the chargeable area shall be the sum total of the Built Up Area and Proportionate Common Areas which comes to \_\_\_\_\_ sq.ft more or less (super built up area).

**Part-II**  
**(Car Parking Space)**

All that the \_\_\_\_\_ (\_\_\_\_) number(s) of covered space(s) at the building on the land, as earmarked, identified, and designated by the Promoter for the parking of private medium sized car(s) owned by the Purchaser within such space.

ON THE NORTH : 178, Shyama Prasad Mukherjee Road;

ON THE SOUTH : 40 feet wide Rani Bhabani Road;

ON THE EAST : 120 feet wide Shyama Prasad Mukherjee Road;

ON THE WEST : 2, Rani Bhabani Road.

**THE SCHEDULE "B" ABOVE REFERRED TO**  
**(Floor Plan of the Apartment)**

**THE SCHEDULE "C" ABOVE REFERRED TO**  
**(MODE OF PAYMENT)**

The total consideration of the said Flat/ Apartment has been settled a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), which means Unit price, Other charges and GST for the Flat/ Apartment to be paid by the Purchaser to the Developer in the manner as follows:

Particulars	Particulars
At the time of booking	10 Lacs + Applicable Tax
On Agreement (less Booking Amount)	10% of Total Consideration + Applicable Tax

  


On Completion of Foundation	10% of Total Consideration + Applicable Tax
On Completion of 1 <sup>st</sup> Floor Casting	10% of Total Consideration + Applicable Tax
On Completion of 2 <sup>nd</sup> Floor Casting	10% of Total Consideration + Applicable Tax
On Completion of 3 <sup>rd</sup> Floor Casting	10% of Total Consideration + Applicable Tax
On Completion of 4 <sup>th</sup> Floor Casting	10% of Total Consideration + Applicable Tax
On Completion of 5 <sup>th</sup> Floor Casting	10% of Total Consideration + Applicable Tax
On Completion of Brickwork	10% of Total Consideration + Applicable Tax
On Completion of Plumbing	7.50% of Total Consideration + Applicable Tax
On Completion of Flooring	7.50% of Total Consideration + Applicable Tax
On or Before Possession	5% of Total Consideration + Applicable Tax

- Apart from Total Price the Interest Free Maintenance Deposit as mentioned hereinbefore shall be paid at time of possession

**SCHEDULE "D"**  
**SPECIFICATIONS**

**Structure**

Foundation	RCC Foundation
Building	RCC earthquake resistant framed structure with Columns, beams and slabs



**Living Room/ Dinning Area**

Flooring	Italian Marble
Wall	Wall Putty (Ready to Paint)
Ceiling	Wall Putty (Ready to Paint)

**Bedrooms**

Flooring	Vitrified Tiles
Wall	Wall Putty (Ready to Paint)
Ceiling	Wall Putty (Ready to Paint)
Doors	Sal-wood frames along with flush doors with handles

**Kitchen**

Flooring-	Anti-skid vitrified tiles
Counter Top	Granite finish counter top
Fittings & Fixtures	Stainless sink of reputed brands such as Nirali, Jaguar or equivalent
Wall-	Tiles upto 2 ft above the counter top, rest area wall putty (Ready to Paint)
Plumbing	Provision for Hot & Cold Water Lines

**Doors & Windows**

Main Door-Sal wood frames with decorated flush door with poly-coated laminates on one side. Godrej lock with night latch.

Internal Doors - Sal Wood Frames along with flush doors and handles

Balcony- Sliding aluminium doors with glass



Window- Powder coated aluminium windows with a combination of both openable and fixed windows, sliding windows.

### Electrical

Modular switches of reputed make such as (schinder, Havells, Anchor or equivalent) along with copper wiring, telephone points, AC points in all bedrooms, living rooms, dining area.

### Toilets

Flooring Anti-Skid Ceramic Tiles

Wall Tiles upto lintel level i.e upto 7 ft height, above that Wall Putty (Ready to Paint)

Ceiling Wall Putty (Ready to Paint)

Sanitary Ware Jaguar/ Kohler

CP Fittings - Jaguar/ Kohler

### Balcony/ Utility Areas

Flooring Anti-Skid Tiles

Wall Wall Putty (Ready to Paint)

Ceiling Wall Putty (Ready to Paint)

Beautifully designed entrance lobby.

Automatic lifts of reputed make.

24 Hrs Security & CCTV Camera Surveillance in all common areas.

Provision for Air- Conditioning systems in all units at extra costs.

**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Tamara Khatun  




**SIGNED SEALED AND DELIVERED** by the said **OWNER** of the **FIRST PART** at Kolkata in the presence of:

**SIGNED SEALED AND DELIVERED** by the said **PROMOTER** of the **SECOND PART** at Kolkata in the presence of: -

**SIGNED SEALED AND DELIVERED** by the said **PURCHASER** of the **THIRD PART** at Kolkata in the presence of: -

**MEMO OF RECEIPT**

**RECEIVED** a sum of Rs. \_\_\_\_\_ /- only as earnest money and/or part payment out of total consideration of Rs. \_\_\_\_\_ /- in respect of the said Flat and Car Parking Space as mentioned in the **SCHEDULE C** from the within named **PURCHASER** in the following manners :-

**WITNESSES**

1.

2.



---

Signature of the **PROMOTER**

Tarun Kumar Gupta  
Proprietor

A circular purple ink stamp is located at the bottom right of the page. The text within the stamp reads "TARUN KUMAR GUPTA" at the top, "Proprietor" at the bottom, and "H.S.O." on the right side. There are two small stars on either side of the word "Proprietor". The stamp is partially overlaid by a handwritten signature in blue ink that reads "Tarun Kumar Gupta".