

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this day of April, 2024

BY AND BETWEEN

EUPHORIA GREENS PROJECTS LLP (PAN AAGFE9531N) a Limited Liabilities Partnership Firm having its registered office situated at 53C, Mirza Ghalib Street, Kolkata – 700 016 P.S. & P.O Park Street and represented by one of its designated partners **Shri ASHOK KUMAR JAIN (PAN ACFPJ8518D) (AADHAR No. 3670 2055 5055)** son of Late T.C. Jain working for gain at 53C, Mirza Ghalib Street, Kolkata – 700 016 P.S. & P.O Park Street hereinafter referred to as the **PROMOTER/SELLER/PROMOTE** hereinafter called the **“VENDOR/PROMOTER”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal representatives, successors-in-interest/office, nominees and assigns) of the **FIRST PART**

AND

(1) SANJAY ATHA also known as SANJAY KUMAR ATHA (PAN ADAPA3091Q) (AADHAR No. 4233 5276 3275) son of Sri Ramniklal Khatau residing at No. 7/1B Sunny Park, Kolkata 700 019 P.S. & P.O. Ballygunge, Kolkata 700 019 AND **(2) KAUSHIK KUMAR ATHA (PAN ABMPA3152C) (AADHAR NO. 7136 9388 3040)** adopted son of Natwar Lal Atta and natural **born** son of Late Lalji Khatau Atha residing at 15 DX2, LOCH Tower, Hiland Park, 1925 Chakgaria P.S. Survey Park P.O. Panchyasar, Kolkata – 700 094 hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**

AND

1. _____, having PAN: _____
 ____, AADHAAR NO: _____, M: _____,
 son of _____

_____, aged about _____ years, by faith Hindu,
 by occupation _____, being Citizen of India and residing at
 Premises No. _____

_____ under Post Office and Police Station

_____ and **2. 1.** _____,
 having PAN: _____, AADHAAR NO: _____

_____, M: _____,
 _____, son of _____, aged about _____
 years, by faith Hindu, by occupation _____, being Citizen of India and
 residing at Premises No. _____ under Post Office

and Police Station _____ hereinafter collectively called and referred to as
 the **“ALLOTTEE/PURCHASER”** (which term or expression shall unless
 excluded by or repugnant to the context be deemed to mean and include their
 heirs, executors, administrators, legal representatives and or assigns) of the

THIRD PART

The Vendor/Promoter, Owners and Allottee shall hereinafter collectively
 be referred to as the “Parties” and individually as a “Party”

DEFINITIONS:

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

- a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (Act No.16 of 2016 dated 26.3.2016);
- b) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 (w.e.f 27.7.2021) Notification No, 1-GN-HO-15/1/2021-LAW CELL-Deptt of HO 27th July 2021;
- c) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) **“Section”** means a section of the Act;
- e) **“Vendor/Promoter”** shall mean **EUPHORIA GREENS PROJECTS LLP**, a Limited Liability Partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 53C, Mirza Ghalib Street, Kolkata – 700 016 P.S. & P.O Park Street and shall unless excluded by or repugnant to the context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, executors, administrators, legal representatives and or assigns.
- f) **“Allottee/Purchaser”** shall mean and include **1. _____ 2. _____** and their heirs, executors, administrators, legal representatives and or assigns.
- G) **“Scheduled Property”** shall mean and include **ALL THAT** the Municipal Premises No.2 Beckbagan Row, P.S. Karaya Kolkata 700 017 containing by admeasurement an area of 07 cottahs 15 chittacks 17 sq.ft. (more or less) but upon actual measurement found to contained an area of 7 cottahs 9 chittacks 3 sq.ft. (more or less) but after an area of 16.64 sq.ft. having been gifted to K.M.C. presently containing by estimation an area of 7 cottahs 8 chittacks and 31.36 sq.ft. (more or less) together C.I. shed structures measuring 2024 sq.ft. more or less standing thereon within the Municipal Limits of Kolkata Municipal Corporation under Ward No. 69 as more fully and particularly described in the **Schedule - I** hereinafter written.
- H) **“Demised Property”** shall mean and include: -

ALL THAT one self contained residential/commercial **Flat No. __** containing by estimation carpet area of _____ **square feet**, built up area of _____ **square feet**, built up area of _____ **square feet** more or less, consisting of 3 (Three) Bedrooms, 1 (One) Living cum-Dining Hall, 1 (One) Kitchen, 3 (Three) Bath-cum-Privy located on the **_th floor** and **one covered car parking** space on the ground floor of the said building named as **“EUPHORIA AVENUE”** situate lying at Municipal Premises No. 2 Beckbagan Row, P.S. Karaya Kolkata 700 017 as more fully and particularly described in the

Schedule-II , hereinafter written.

- j) **“Building”** shall mean the commercial & residential building consisting of Ground plus Four upper floors, which is under construction in accordance with the **Building Plan** sanctioned by the Kolkata Municipal Corporation over the said Scheduled Property.
- k) **“Project”** shall mean the work of development of the Premises, construction and completion of the Building and marketing and sale of the Units and other rights.
- l) **“Building Plan”** shall mean the **Building Plan/Permit No.** No.2022080061 dated 30th July 2022 sanctioned by the Kolkata Municipal Corporation for the construction of G+ four storied building over the Scheduled Property including the elevation, designs, drawing as prepared by the Architect with variations therein, if any.
- m) Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
- n) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

WHEREAS:

- o) By an Indenture dated 24th November 1965 and made between Smt. Indu Probha Bhattacharya therein referred to as the Vendor of the One Part and (1) Lalji Khatau Atha (2) Natwarlal Khatau Atha and (3) Ramniklal Khatau Atha therein collectively referred to as the Allottees of the Other Part and registered at the office of the Sub Registrar, Sealdah in Book No. I Volume No. 55 Pages 202 to 210 Being No. 2603 for the year 1965 the said Indu Probha Bhattacharya for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said (1) Lalji Khatau Atha (2) Natwarlal Khatau Atha and (3) Ramniklal Khatau Atha ALL THAT the Municipal Premises No. 2 Beck Bagan Row, Kolkata 700 017 (hereinafter referred to as the said **PREMISES**) each of the said Allottees acquiring undivided one third share or interest into or upon the said Premises
- p) The said Premises had several C. I. sheds and structures and was being used as a Motor Garage and as such the said Premises was known as a “Garage”
- q) By a registered Deed of Lease dated 15th June 1968 and made between (1) Lalji Khatau Atha (2) Natwarlal Khatau Atha and (3) Ramniklal Khatau Atha therein collectively referred to as the Lessors of the One Part and Misrilal Properties (P) Ltd therein referred to as the Lessee of the Other Part and registered at the office of Sub Registrar, Sealdah in Book No.1 Being Deed No. 1160 for the year 1968 the said Lessors granted a Lease in respect of the said Premises unto and in favour of the said Lessee for a term of 50 years together with the right to renew and/or extend the same for a further period

of 10 years at the rent and subject to the terms and conditions contained and recorded in the said Deed of Lease

- r) Though the said Deed of Lease was executed and registered the same had never been given effect to and as such the said Owners namely (1) Lalji Khatau Atha (2) Natwarlal Khatau Atha and (3) Ramniklal Khatau Atha continued to remain in exclusive possession and occupation of the entirety of the said Premises and in any event the said Deed of Lease has become inoperative by efflux of time.
- s) By a registered Deed of Conveyance dated 23rd March 1974 and made between Ramniklal Khatau Atha therein referred to as the Vendor of the One Part and Lalji Khatau Atha therein referred to as the Allottee of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. 1 Volume No. 56 pages 188 to 199 Being No. 1683 for the year 1974 the said Ramniklal Khatau Atha for the consideration therein mentioned sold transferred and conveyed ALL THAT the undivided half share or interest out of his undivided one third share or interest that is to say undivided 1/6th share or interest into or upon the said Premises unto and in favour of the said Lalji Khatau Atha
- t) By another registered Deed of Conveyance dated 27th March 1974 and made between Ramniklal Khatau Atha therein referred to as the Vendor of the One Part and Natwarlal Khatau Atha therein referred to as the Allottee of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. 1 Volume No.88 Being No. 1723 for the year 1974 the said Ramniklal Khatau Atha for the consideration therein mentioned sold transferred and conveyed ALL THAT the undivided half share or interest out of his undivided one third share or interest that is to say undivided 1/6th share or interest into or upon the said Premises unto and in favour of the said Natwarlal Khatau Atha
- u) In the events as recited hereinabove the said Lalji Khatau Atha and the said Natawarlal Khatau Atha thus became entitled to the entirety of the said Premises each one of them being entitled to undivided half share or interest into or upon the said Premises
- v) The said Lalji Khatau Atha died intestate on 4th December 2003 leaving him surviving his wife Smt. Dhirajben Atha, three sons namely (1) Mahesh Atha (2) Gautam Atha and (3) Kaushik Atha and his married daughter Smt. Sangita K Mawani as his only heirs and/or legal representatives who upon his death became entitled to his undivided half share or interest into or upon the said Premises
- w) The said Smt. Dhirajben Atha widow of the said Late Lalji Khatau Atha also died intestate on 16th January 2013 leaving her surviving her three sons namely (1) Mahesh Atha (2) Gautam Atha and (3) Kaushik Atha and her married daughter Smt. Sangita K Mawani as her only heirs and/or legal representatives who upon her death became entitled to the undivided half share or interest into or upon the said Premises held and/or belonging to the said Late Lalji Khatau Atha each one of them being entitled to undivided 1/4th share or interest into or upon one half share or interest into or upon the said

Premises that is to say undivided 12.50% share or interest into or upon the said Premises

- x) The said Natwarlal Khatau also died on 27th October 2010 after having made and published his Last Will and Testament dated 20th May 2008 whereby and whereunder he gave bequeathed and devised his undivided half share or interest and/or the entirety of his right title interest into or upon the said Premises unto and in favour of Smt. Bharti Ramnik Atha absolutely and forever
- y) In pursuance of an application for probate being filed in the Hon'ble High Court at Calcutta in its testamentary and intestate jurisdiction being PLA No.269 of 2012 probate in respect of the said Will has been granted and the estate of late Natwarlal Khatau has been fully administered and as such the said Smt. Bharti Ramnik Atha thus become entitled to undivided half share of interest into or upon the said Premises
- z) The Owners and each one of them declare and confirm that the said Natwarlal Khatau during his lifetime was entitled to undivided half share or interest into or upon the said Premises and was legally competent to bequeath the same in favour of the said Smt. Bharti Ramnik Atha
- aa) By a registered Deed of Gift dated 29th November 2018 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No.I Being Deed No.9153 for the year 2018, the said Smt. Bharti Ramnik Atha being entitled to undivided half share or interest into or upon the said Premises transferred the entirety of her right title interest into or upon the said Premises unto and in favour the said Sanjay Atha also known as Sanjay Kumar Atha who thus became entitled to undivided half share or interest into or upon the said Premises
- bb) By another registered Deed of Gift dated 29th November 2018 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I Being Deed No.9152 for the year 2018, the said Mahesh Atha being entitled to undivided 12.50% share or interest into or upon the said Premises transferred the entirety of his right title interest into or upon the said Premises unto and in favour of his brother, Kaushik Kumar Atha also known as Kaushik Atha absolutely and forever
- cc) By another registered Deed of Gift dated 29th November 2018 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I Being Deed No.9151 for the year 2018, the said Gautam Atha being entitled to undivided 12.50% share or interest into or upon the said Premises transferred the entirety of his right title interest into or upon the said Premises unto and in favour of his brother, Kaushik Kumar Atha also known as Kaushik Atha absolutely and forever
- dd) By another registered Deed of Gift also dated 29th November 2018 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No.I Being Deed No.8948 for the year 2018, the said Smt. Sangita Mavani being entitled to undivided 12.50% share or interest into or upon the said Premises transferred the entirety of her right title interest into or upon the said

Premises unto and in favour of her brother, Kaushik Kumar Atha also known as Kaushik Atha absolutely and forever

- ee) In the events as recited hereinabove the said Sanjay Kumar Atha and Kaushik Kumar Atha (the Owners herein) thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the entirety of the said Premises each one of them being entitled to undivided half share or interest therein
- ff) By a Joint Development Agreement dated 19th December 2018 entered into between Sanjay Kumar Atha and Kaushik Atha therein collectively referred to as the Owners of the One Part and Euphoria Green Projects LLP (The Seller/Promoter herein) therein referred to as the Developer of the Other Part and registered at the office of the Additional Registrar of Assurances-1, Kolkata in Book No. I Volume No. 1901-2018 Pages 406958 to 407014 Being No. 190109586 for the year 2018 the Owners granted the right of development in respect of the said Premises unto and in favour of the Seller/Promoter herein for the consideration and on the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the DEVELOPMENT AGREEMENT)
- gg) By a Deed of Declaration dated 27th April 2022 registered at the office of the Additional Registrar of Assurances-1 Kolkata in Book No. 1 Volume No. 1901-2022 Pages 187806 to 187818 being No. 190103735 for the year 2002 and made between Bharati Ramnik Atha therein referred to as the Donor of the One Part and Sanjay Kumar Atha therein referred to as the Donee of the Other Part certain mistakes which had occurred in the registered Deed of Gift dated 29th November 2022 had been rectified
- hh) The said Development Agreement inter alia provides as follows:

ARTICLE XII - REVENUE SHARING

- 12.1 In consideration of the above and keep in view the marketing expertise of the Developer it has been agreed that the entirety of the constructed area forming part of the development shall be sold and marketed by the Developer and that the Developer shall be entitled to enter into agreement for sale and transfer in respect of the various flats units constructed spaces and car parking spaces forming part of the development in its own name and to receive realize and collect the sale proceeds and the Owners shall be parties to any agreement if needed and/or required
- 12.2 For the purpose of sharing of revenue between the parties in terms of this agreement it has been agreed that out of the gross receipts after adjustment and appropriation of the Pass Through Charges as hereinbefore recited the net sale proceeds accruing consequent to sale and transfer of the development shall be shared between the parties hereto in a manner whereby.
 - i) The Owner shall be entitled to 50% of the net sale proceeds (hereinafter referred to as the OWNER SHARE) and
 - ii) The Developer shall be entitled to retain for itself the remaining 50% of such net revenue (hereinafter referred to as the DEVELOPER'S SHARE)

- 12.3 In addition to the share of revenue to part form of the Developer's Share the Developer shall be entitled to retain all amounts paid by the intending Allottees on account of deposits and/or advances on account of municipal rates and taxes, Sinking Fund, Electricity Deposits and other amount and this will not be taken into account for the purpose of determination of net revenue. The aforesaid amounts on account of deposits and advances to be retained by the Developer shall be made over by the Developer to the Holding Organization upon its formation.
- ii) For the purpose of undertaking the development of the said Premises the Developer caused to be prepared a map or plan and submitted the same to Kolkata Municipal Corporation for sanction but for the purpose of sanction of the said Plan an area of 16.64 sq.ft. of land forming of the said Premises was to be transferred in favour of Kolkata Municipal Corporation (KMC) and as such by Deed of Gift dated 12th April 2022 registered at the office of the Additional Registrar of Assurances-IV (ARA IV) , Kolkata IN Book No. 1 Volume No. 1904-2022 pages 469456 to 469467 Being No. 190406557 for the year 2022 and area of land forming part of the said Premises admeasuring an area of 16.64 sq.ft. (more or less) was transferred in favour of KMC and consequent to transfer of gift of the said 16.64 sq.ft in favour of KMC the Owners continued to remain as the Owners of Municipal Premises No. 2 Beck Bagan Row, Kolkata 700 017 containing by estimation an area of 7 cottahs 8 chittacks 31.36 sq.ft. (more or less) (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES)
- jj) The said Plan was ultimately sanctioned by Kolkata Municipal Corporation being No.2022080061dated 30th July 2022 (hereinafter referred to as the said PLAN) whereby the Seller/Promoter has become entitled to construct erect and complete a new building comprising of ground plus four upper floors at the said Premises comprising of 8 (eight) units out of which 6 (six) units are intended for residential purposes (hereinafter referred to as the RESIDENTIAL UNITS) and the remaining 2 (two) Units on the first floor of the said building are meant for commercial purposes (hereinafter referred to as the COMMERCIAL UNITS).
- kk) By virtue of aforesaid the Allottee/Purchaser is absolutely seized and possessed of or otherwise well and sufficiently entitled inter-alia to **ALL THAT** one self contained residential **Flat No. _____**, containing by estimation carpet area of _____ **square feet** built up area of _____ **square feet**, consisting of 3 (Three) Bedrooms, 1 (One) Living cum-Dining Hall, 1 (One) Kitchen, 2 (Two) Bath- cum-Privy with tiles flooring located on the _____th **floor** and **one covered car parking** space on the ground floor of the said building named as "**EUPHORIA AVENUE**" on the land comprised in Municipal Premises No.2 Beckbagan Row, within P.S. Karaya Kolkata 700 017 , as more fully and particularly described in the **Schedule - II** hereinafter written, and for short hereinafter called and referred to as the **DEMISED PROPERTY**.

- ll) The said property/land is earmarked for the purpose of building a residential project comprising multistoried apartment building/buildings and the said project shall always be known as **“EUPHORIA AVENUE”**.
- mm) The Owners/Vendor/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner/Vendor/Promoter regarding the Said Land on which Project is to be constructed have been completed.
- nn) The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide **Building Plan/Permit No.** No.2022080061 dated 30th July 2022
- oo) The Owners/Vendor/Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, building, from the Kolkata Municipal Corporation. The Owner/Vendor/Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- pp) The Owner/Vendor/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority (RERA) at Kolkata, West Bengal under registration.no. NPR001357: on ____
- qq) The Allottee had applied for an apartment in the Project vide application no. no. **dated** __ and has been allotted apartment no. _ having carpet area of _____ **square feet**, covered/built up area of _____ **square feet**, type **3BHK**, on _____th **floor** in [tower/block/building] no. 1 (“Building”) along with **one covered car parking space** 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 (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule II and the floor plan or the apartment is annexed hereto and marked as Schedule V).
- rr) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- ss) 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
- tt) 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.
- uu) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Vendor/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/open or covered parking (if applicable) as specified herein.
- vv) **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:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owners/Vendor/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph qq;
- 1.2 The Total Price for the Apartment based on the carpet/built up area is **Rs.**
_____/- (Rupees _____) only
("Total Price")

Block/Building/Tower No. NA Apartment No./ Flat No. Type: 3BHK Floor: __ floor	Rate of Apartment per square feet* Area _____sq. ft @ Rs. _____/- per sq.ft. Rs. _____/-
Total price (in Rupees)	Rupees _____only

Covered /Open Parking	1 (One)
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Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Vendor/Promoter towards the Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor/Promoter by way of Value Added Tax, Service Tax, GST, 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 Vendor/Promoter, up to the date of handing over the possession of the Apartment.

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

- (iii) The Vendor/Promoter shall periodically intimate in writing to the Allottee, the amount and/or part thereof payable as stated in clause (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendor/Promoter shall provide to the Allottee 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 Area; and __covered/open parking (s) as provided in the Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee 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/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Vendor/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
 - 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule IV ("Payment Plan").
 - 1.5 The Vendor/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at a reasonable percentage per annum for the period by which the respective installment 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 Allottee by the Vendor/Promoter.
 - 1.6 It is agreed that the Vendor/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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Vendor/Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
 - 1.7 The Vendor/Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Vendor/Promoter. If there is any reduction in the carpet area within the defined limit then Vendor/Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the

carpet area allotted to Allottee, the Vendor/Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Vendor/Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owners/Vendor/Promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the Apartment 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, fire detection and firefighting equipment in the common areas etc and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Vendor/Promoter and the Allottee agrees that the Apartment along with one covered/open 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 Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e., areas and facilities falling outside the Project namely **"EUPHORIA AVENUE"** 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.

1.10 The Vendor/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 Vendor/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 Vendor/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.

- 1.11 The Allottee has paid a sum of **Rs. _____/- (Rupees _____only)** as booking amount being part payment towards the Total Price of the Apartment at the time of application/execution of this agreement for sale, the receipt of which the Owner/Vendor/Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule IV] as may be demanded by the Vendor/Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount for 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 Vendor/Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the 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 **EUPHORIA GREENS PROJECTS LLP** payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, 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 thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Owner/Vendor/Promoter with

such permission, approvals which would enable the Owner/Vendor/Promoter 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 Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve 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.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of essence for the Vendor/Promoter as well as the Allottee. The Vendor/Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor/Promoter as provided in Schedule IV ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the specifications of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities, which has been approved by the competent authority, as represented by the Vendor/Promoter . The Vendor/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendor/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the by-laws, FAR and density norms and provisions prescribed by the Real Estate (regulation and Development) Act 2016 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 Vendor/Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment** - The Vendor/Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Vendor/Promoter based on the approved plans and specifications assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within 3 years 6 months after the construction starts 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 project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Vendor/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment; Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Vendor/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/Promoter shall refund to the Allottee the entire amount received by the Vendor/Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Vendor/Promoter and that the Vendor/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 8.1 **Procedure for taking possession** - The Vendor/Promoter , upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Vendor/Promoter shall give possession of the Apartment to the Allottee.
- The Vendor/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Promoter . The Allottee agree(s) to pay the maintenance charges as determined by the Vendor/Promoter /association of Allottees, as the case may be after the issuance of the completion certificate for the project. The Vendor/Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate of the Project.
- 8.2 **Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Vendor/Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 8.3 **Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Vendor/Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 8.4 **Cancellation by Allottee** - The Allottee shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act; Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Vendor/Promoter , the Vendor/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Vendor/Promoter to the Allottee within 45 days of such cancellation.
- 8.5 **Compensation** - The Vendor/Promoter shall compensate the Allottee 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 compensation under this section 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 Vendor/Promoter 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 herein; 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 Vendor/Promoter shall be liable, on demand to the Allottees, in case the Allottee 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 Apartment, with interest at the rate specified in the Rules within forty-five days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Vendor/Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

9. REPRESENTATIONS AND WARRANTIES OF THE OWNER/VENDOR/PROMOTER:

The Owner/Vendor/Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Owners have 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;
- (ii) The Vendor/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 with respect to the said Land, Project or the Apartment;
- (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 Vendor/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 Apartment and common areas;

(vi) The Owners/Vendor/Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Owners/Vendor/Promoter have 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 Allottee under this Agreement;

(viii) The Owner/Vendor/Promoter confirms that the Owner/Vendor/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Owners/Vendor/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;

(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 Owners/Vendor/Promoter 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 said project to the competent Authorities;

(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 Owners/Vendor/Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property;

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Vendor/Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause '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 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 there under.

10.2 In case of Default by Vendor/Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Vendor/Promoter as demanded by the Vendor/Promoter . If the Allottee stops making payments, the Vendor/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Vendor/Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Vendor/Promoter , interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

10.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for consecutive demands made by the Vendor/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Vendor/Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Vendor/Promoter in this regard, the Vendor/Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

11. CONVEYANCE OF THE SAID APARTMENT:

The Owners/Vendor/Promoter , on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas

within 3 (three) months from the date of issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Owners/Vendor/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor/Promoter is made by the Allottee. The Allottee 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).

12. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Vendor/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 the Allottees which will be handed over to the Association. The cost of such maintenance has been included in the Total Price of the Apartment. The maintenance shall be handed over to the association immediately after receiving the building completion certificate from Kolkata Municipal Corporation.

13. 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 Vendor/Promoter as per the agreement for sale relating to such development is brought to the notice of the Vendor/Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Vendor/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.

14. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligation in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Vendor/Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees 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.

16. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **"EUPHORIA AVENUE"** shall be earmarked 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 equipment's etc. and other permitted uses as per sanctioned plans. The Allottee 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.

17. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 17.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their 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 to the Apartment and keep the Apartment, 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.
- 17.2 The Allottee 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 Allottee 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 Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

- 17.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Allottee 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 Allottee hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she 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 his/her own cost.

19. ADDITIONAL CONSTRUCTIONS:

The Owners/Vendor/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, has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

20. OWNERS/VENDOR/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Owner/Vendor/Promoter executes this Agreement, he shall not mortgage or create a charge on the Apartment/Plot/Building 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 Allottee who has taken or agreed to take such Apartment.

21. APARTMENT OWNERSHIP ACT:

The Owner/Vendor/Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act 1972. The Owners/Vendor/Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

22. BINDING EFFECT:

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

23. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersede 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.

24. RIGHT TO AMEND:

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

26. WAIVER NOT A LIMITATION TO ENFORCE:

- 26.1 The Vendor/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule IV] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Vendor/Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Vendor/Promoter to exercise such discretion in the case of other Allottees.
- 26.2 Failure on the part of the Vendor/Promoter 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 thereafter to enforce each and every provision.

27. 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 there under 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.

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

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

29. 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.

30. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Vendor/Promoter through its authorized signatory at the Promoter's Office, or at some other Place, which may be mutually agreed between the Vendor/Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Vendor/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Registrar/Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

31. NOTICES:

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

Name of Allottee:

(Allottee Address):

Promoter Name: **EUPHORIA GREENS PROJECTS LLP**

(Promoter Address): 53C, Mirza Ghalib Street, Kolkata – 700 016.

It shall be the duty of the Allottee and the Vendor/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 Vendor/Promoter or the Allottee, as the case may be.

32. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Vendor/Promoter to the Allottee 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.

33. 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 there under including other applicable laws of India for the time being in force.

34. 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.

35. OTHER PAYMENTS

1. H.T/L.T/Transformer charges @ Rs. -----/-per Sq.ft.
2. Generator Charges approx 1250W (only for fans & lights, Not for AC, Geyser, etc) @ Rs.-----/- per Sq.ft.
3. In the event of the Owner/Vendor/Promoter providing any additional materials facilities or gadget to the benefit of the resident of the building then the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common areas. On whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Owner/Vendor/Promoter in consultation with the Purchaser.
4. Advance Maintenance Charges for one year maintenance (interest free) Rs. 1,10,000/=
5. Legal & Documentation Charges for Agreement and Conveyance Rs.-----
-----/- only.
6. Sinking Fund (interest free) @ Rs.1,90,000/=
7. Property Tax as per on actual demand.
8. GST as may be applicable at such rate as prescribed in the GST Act

ACKNOWLEDGEMENT, DISCLOSURE AND DISCLAIMER BY THE PURCHASER

The Allottee Purchaser/s hereby acknowledges, discloses and confirms:

- i) That he/she has fully satisfied as to the title of the Owners and the right of the Seller to enter into this agreement
 - ii) Has inspected the said Plan
 - iii) Has inspected the said Joint Development Agreement dated 19th December 2018 and is fully satisfied as to the right of the Seller to enter into this Agreement
 - iv) Is fully satisfied as to the total carpet area, total built up area and total super built up area to comprise in the said Unit
 - v) Acknowledges that the right of the Purchaser shall remain restricted to the said Unit and the Properties Appurtenant Thereto and shall have no right over and in respect of the other parts and portions of the said new building
 - vi) Acknowledges that the Seller and/or the Architect shall be entitled to alter and/or modify the said plan so long as such modification does not affect the unit intended to be acquired by the Purchaser in terms of this Agreement
 - vii) Has agreed not to claim any abatement in the amount of consideration and other amounts payable by the Purchaser in terms of this agreement
- And has agreed not to raise any objection whatsoever or howsoever

ARTICLE XXXV - MISCELLANEOUS

35.1 NO RENDITION OF SERVICES - It is hereby expressly agreed and declared that the dominant of the parties hereto is to sell and transfer the said Unit to the Purchaser in terms of this agreement and it is not the intention for this agreement, be construed to mean in the self rendering any services.

35.2 NO ASSIGNMENT – The Purchaser shall not be entitled to assign the benefit of this Agreement to any other person and/or persons without

35.3 MORTGAGE – CHARGE - The Purchaser shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Unit without the consent in writing of the Seller till such time the Purchaser has fulfilled all the obligations and the possession of the said Unit has been obtained by the Purchaser.

35.4 REGISTRATION OF THIS AGREEMENT – It shall be the obligation and responsibility of the Purchaser to cause this Agreement to be duly stamped and registered and to make payment of the amounts which may become due and payable on account of the stamp duty and registration charges. As such the original of this Agreement duly executed by Seller has been forwarded to the Purchaser and the Purchaser as already stated above shall be obligated to cause this agreement to be registered. Upon 7 (seven) days notice being given to the

Purchaser, the Seller shall remain present for the purpose of admitting the execution of this Agreement. In the event of the Purchaser failing to cause this agreement to be stamped and registered consequent to which the Seller is exposed to and/or saddled with any liability then and in that event the Purchaser alone shall be liable and shall keep the Seller and/or its partners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

- 35.5 NAME OF THE BUILDING - The said Building at the said Premises shall be known by the name of “**EUPHORIA AVENUE**” and the said name shall not be changed under any circumstances.
- 35.6 PAYMENT OF TAXES AND OTHER STATUTORY OUTGOINGS - The Purchaser shall be liable and agrees to make payment of the amounts payable on account of the Sales Tax, VAT, Works Contract Tax, Service Tax or any other statutory tax or duty or levy without raising any objection whatsoever or howsoever.
- 35.7 GOOD FAITH – Each of the parties hereto undertakes to the other to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this agreement and the Articles and to act reasonably and in good faith towards each other in the exercise of their rights and in the discharge of their obligations hereunder
- 35.8 BINDING EFFECT – This Agreement shall be binding on the parties hereto and their respective successors
- 35.9 AMENDMENTS – No amendments, supplement, modifications or clarifications to this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties to this agreement
- 35.10 WAIVER– Waiver of any provisions or of right under this Agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.
- 35.11 COUNTERPARTS - This Agreement is being signed in duplicate and each of them would be treated as the original. As already stated above the Purchaser has assumed the obligation to cause this Agreement to be stamped and registered at his/her/its own cost and the Seller will remain present for the purpose of presenting this Agreement for registration in the event of the Purchaser requiring the same to be registered and the stamp duty, registration charges and other expenses incidental thereto shall be paid borne and discharged by the Purchaser.
- 35.12 This Agreement is personal and the Purchaser shall not be entitled to transfer let out mortgage grant lease in respect of the said Unit without the consent in writing of the Seller until such time the full amount of consideration has been paid by the Purchaser to the Seller and the Purchaser performing and observing all the other terms and conditions herein contained and on the part of the Purchaser to be performed and observed PROVIDED HOWEVER after the full payment of the entire consideration amount the Purchaser shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the said Units for which no further consent of the Seller shall be required.

- 35.13 BORROWING - For the purpose of acquiring the said Unit in the aforesaid Building the Purchaser will be entitled to apply for and obtain financial assistance from banks and other financial institutions but in no event the Seller will be liable or assume any liability for such loans and granting of any loan will always be subject to the terms and conditions herein contained.
- 35.14 RELATIONSHIP – This Agreement does not create a relation of employment, agency or partnership between the parties. The Seller and the Purchaser have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Seller and the Purchaser or to be construed as a joint venture or joint ventures between the Purchaser and the Seller nor shall the Seller and the Purchaser constitute an association of persons. Such party shall keep the other party duly indemnified from and against the same.
- 35.15 ENTIRE UNDERSTANDING - This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both the parties. The Purchaser acknowledges upon signing this agreement, conditions, stipulation, representations guarantees or warranties have been made by the Seller other than what is specifically set forth herein. In the event of any of the clauses becoming void and/or unenforceable then and in that event the other clauses such survive.
- 35.16 Each clause contained in this agreement is independent of the other and in the event of any of the clause and/or clauses being found to be unenforceable then and in that event the other clauses shall survive including the Arbitration Clause as hereinafter appearing
- 35.17 SUPERCESSION-This Agreement supercedes all other agreements arrangements, understanding or brochure and in no event the Purchaser shall be entitled to set up any oral Agreement.

ARTICLE XXXVI- NOTICE

- 36.1 All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

ARTICLE XXXVII – ARBITRATION

37.1 The parties as far as possible shall amicably try and resolve all disputes and differences which may arise. However, in the event of any such disputes and/or differences being incapable of being resolved amicably the parties acknowledge that the appropriate forum for effective redressal of such disputes will be to refer all such disputes and differences to Arbitration. In the event of there being any disputes and/or differences being incapable of being resolved amicably then and in that event the parties shall refer such disputes and differences to the sole arbitration of a person in whom both parties have full trust and confidence failing whereof the Seller shall be entitled to nominate and appoint one Arbitrator and the Purchaser shall be entitled to nominate and appoint one Arbitrator and both the said two Arbitrators shall appoint the Third and/or Presiding Arbitrator (hereinafter referred to as the ARBITRATORS) and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other modification or enactment thereto for the time being in force.

37.1 The Arbitrators shall have summary powers

37.2 The Arbitrators shall be entitled to lay down his own procedure

37.3 It shall not be obligatory on the Arbitrators to give any speaking and/or reasoned award

37.4 The parties hereto agree and covenant with each other that they have full trust and confidence in the Arbitrators and agree to abide by all his awards and/or directions and not to challenge the same in any manner whatsoever or howsoever

37.5 The Arbitrator and/or Arbitrators as the case may be shall make best efforts to make and publish their Award within a period of four months from the date of entering upon the reference.

ARTICLE XXXVIII – JURISDICTION

38.1 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

SCHEDULE - I AS REFERRED TO ABOVE**Description of Land and Premises**

ALL THAT the Municipal Premises No.2 Beckbagan Row, P.S. Karaya Kolkata 700 017 containing by admeasurement an area of 07 cottahs 15 chittacks 17 sq.ft. (more or less) but upon actual measurement found to contained an area of 7 cottahs 9 chittacks 3 sq.ft. (more or less) but after an area of 16.64 sq.ft. having been gifted to K.M.C. presently containing by estimation an area of 7 cottahs 8 chittacks and 31.36 sq.ft. (more or less) together C.I. shed structures measuring 2024 sq.ft. more or less standing thereon within the Municipal Limits of Kolkata Municipal Corporation under Ward No. 69 and butted and bounded as follows:

ON THE NORTH : By Beck Bagan Row
ON THE SOUTH : By Premises No. 1 Ahiripukur 1st Lane
ON THE EAST : By Premises No. 8/6, Beck Bagan Row
ON THE WEST : By Ahiripukur 1st Lane

SCHEDULE - II AS REFERRED TO ABOVE**Description of Unit purchased**

ALL THAT one self contained residential/commercial **Flat No. ____**, containing by estimation carpet area of -----**square feet**, built up area of -----**square feet**, more or less, consisting of 3 (Three) Bedrooms, 1 (One) Living cum-Dining Hall, 1 (One) Kitchen, 3 (Three) Bathroom located on the th **floor** and **one covered car parking space admeasuring _____square feet** on the ground floor of the said building named as **“EUPHORIA AVENUE”** , situate lying at and being Municipal Premises No.2 Beckbagan Row, within P.S. Karaya Kolkata 700 017, under Kolkata Municipal Corporation Ward No. 069 and Additional District Sub-Registry Sealdah and District Registry Alipore, District 24 Parganas (South) and butted and bounded as follows :-

ON THE NORTH : By Beck Bagan Row
ON THE SOUTH : By Premises No. 1 Ahiripukur 1st Lane
ON THE EAST : By Premises No. 8/6, Beck Bagan Row
ON THE WEST : By Ahiripukur 1st Lane

SCHEDULE – III AS REFERRED TO ABOVE

(Showing the Specification of work/Specifications, amenities, facilities of the apartment at

the said project)

1. The Building to be of R.C.C., frame construction with brick filler wall, rendered externally and internally with cement plaster with inside portion walls punned with Plaster of Paris. The exterior walls will be finished with good quality water proof cement paint.
2. Flooring, etc :-
 - i. Vitrified Tiles in Drawing/Dining and Bed Room.
 - ii. Anti-skid Ceramic Tiles in Bathroom
 - iii. Ceramic/Vitrified Tiles in Kitchen
 - iv. Ceramic Tiles dado upto a height of 7 Feet in Bathroom.
 - v. Ceramic Tiles dado upto a height of 2 Feet above counter in kitchen and Granite counter with stainless sink.
3. Doors and Hardware :-
 - a. Flush Door in Main Door.
 - b. Flush door in Bed Room, Bathroom and Kitchen.
 - c. Hardware fittings of good quality.
4. **Windows :-**
Aluminum Window with clear glass and fittings.
5. **Sanitary & Plumbing :-**
The entire sanitary and plumbing work will be concealed after careful testing to ensure trouble-free performance. All fittings and fixtures will be of standard ISI mark.
6. **Electricity and Power :-**
Concealed copper wiring with modular switches, provision for AC, TV and Telephone points in all Bedrooms, Living Room and Dining Room and Geyser points in all toilets.

Foot Note: - 1. *The Iron grill on the window shall be fixed at the cost of the purchaser.*

2. Meter for the supply of electricity shall be installed at the cost of the PURCHASERS and the amount of the security deposit required by the C.E.S.C Ltd. paid by the purchasers

3. The PURCHASERS has to contribute proportionate amount for the installation of the Transformer.

SCHEDULE IV AS REFERRED TO ABOVE

(Showing the Mode of Cheque Payment/Payment Plan)

SL.	PARTICULARS	AMOUNT
		Rs. -----/- (Rupees ----- -----) inclusive of GST @ 5% as applied now
1.	Total Consideration amount	Rs. -----/- (Rupees ----- -----)
2.	15% of the total consideration price as Booking Amount + GST as applicable thereon On or before signing of this agreement (inclusive of the application fee)	Rs. -----/- (Rupees ----- -----)
3.	15% of the total consideration price + GST as applicable thereon On Completion of Piling and Foundation	Rs. -----/- (Rupees ----- -----)
4.	10% of the total consideration price + GST as applicable thereon On Slab Casting of the 2nd Floor	Rs. -----/- (Rupees ----- -----)
5.	10% of the total consideration price+ GST as applicable thereon On Slab Casting of the 3rd Floor	Rs. -----/- (Rupees ----- -----)
6.	15% of the total consideration price+ GST as applicable thereon On Slab Casting of the 4th Floor	Rs. -----/- (Rupees ----- -----)
7.	25% of the total consideration price + GST as applicable thereon On Brickwork of the Unit booked	Rs. -----/- (Rupees ----- -----)
8.	Balance of the total consideration price + GST as applicable thereon On Possession	Rs. -----/- (Rupees ----- -----)
	NOTE: - GST, which the purchaser is liable to pay separately at the prescribed rate under GST Act	

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:

**For & on behalf of EUPHORIA
GREENS PROJECTS LLP**

(ASHOK KUMAR JAIN)

Designated Partners

Please affix
Photographs
and Sign across
the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee/Purchaser: (including joint buyers)

Signature _____

Name:

Address:

Signature _____

Address:

Please affix
Photographs
and Sign across
the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners : SANJAY KUMAR ATHA

Please affix
Photographs
and Sign across
the photograph

Signature _____

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners : KAUSHIK KUMAR ATHA

Please affix
Photographs
and Sign across
the photograph

Signature _____

Name:

Address:

At Kolkata on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Drafted and prepared by:
(AJAY GAGGAR)
Advocate HIGH
COURT AT
CALCUTTA
Enrolment No. 1160/2003

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser a sum of **Rs.**
 /= (**Rupees** **only**) including GST and/or any other tax as applicable by
 law a being the amount payable in terms of this Agreement.

Date	Cheque/DD/RTGS	In favour of	Amount	GST	Total Amount
		TDS			

(**RUPEES** _____ **ONLY**)

SIGNATURE OF THE OWNER/VENDOR/PROMOTER

EUPHORIA GREEN PROJECTS LLP
(Acting through its Designated
Partner ASHOK KUMAR JAIN)

WITNESSES:

1.

2.

@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@
DATED THIS _____ DAY OF _____, 2024
@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@

BETWEEN
EUPHORIA GREENS PROJECTS LLP
....VENDOR/SELLER

A N D

.....ALLOTTEE/PURCHASER/BUYER

AND
SANJAY KUMAR ATHA & ANR
..... OWNERS

A G R E E M E N T
FLAT NO. ON FLOOR
2, BECK BAGAN ROW
KOLKATA 700017

GAGGAR & CO. LLP
SOLICITORS & ADVOCATES
6 OLD POST OFFICE STREET
KOLKATA 70000