

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

U 405016

THIS AGREEMENT made
this 23rd day of March Two Thousand Fifteen

TIRUSHIVAM REALTY PVT. LTD.




Director

Seba Mukherjee

BETWEEN TIRUSHIVAM REALTY PRIVATE LIMITED (PAN AAECT6360R) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Kolkata- 700 017, hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART AND (1) JAIVEER HOUSING (P) LTD.** (PAN AACCCJ4132D), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(2) AMBALIKA PROPERTIES (P) LTD.** (PAN AAICA7217N), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(3) SARIDEEP DEVELOPERS (P) LTD.** (PAN AAOCS8738E), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(4) JAIVEER PROPERTIES (P) LTD.** (PAN AACCCJ4515G), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(5) JAIVEER CONSTRUCTION (P) LTD.** (PAN AACCCJ4514H), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(6) PADMA RESIDENCY (P) LTD.** (PAN AAFCP8134L), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(7) PADMA HIRISE (P) LTD.** (PAN AAFCP8136J), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **(8) PADMA TOWERS (P) LTD.** (PAN AAFCP8139H), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapur, Kolkata 700017, **all represented by their Constituted Attorney Mr.Saurav Garg**, hereinafter collectively referred to as "the **OWNERS / LAND OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **SECOND PART AND (1) MR. ANJAN KUMAR MUKHERJEE** (PAN AESPM6749Q) son of Akhilendra Nath Mukherjee **(2) MRS. SEBA MUKHERJEE** (PAN AYNPM0879Q) wife of Mr. Anjan Kumar Mukherjee both having their present address at Flat-A/4A/6, Poushalee Housing, 1, Raja Ram Mohan Roy Road, Kolkata- 700 041, hereinafter referred to as "the **PURCHASER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective heirs executors administrators legal representatives and assigns) of the **THIRD PART:**

WHEREAS:

- A. Unless, in this agreement, there be something contrary or repugnant to the subject or context:
- i) **SAID PREMISES** shall mean the municipal Premises No.95 Mahatma Gandhi Road, Police Station Thakurpukur, Kolkata-700063, more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

 *Seba Mukherjee*  

- vii) **UNITS** shall mean the independent and self-contained flats (herein called "**Flats**") and/or Commercial / Retail / Office / Non-Residential Spaces (herein called "**Commercial Spaces**") and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the Parking Space/s and/or roof/s and/or terrace/s and/or exclusive gardens / greens and/or other properties benefits and rights, if any, attached to the respective flats and/or Commercial / Retail / Office / Non-Residential Spaces and also the proportionate undivided share in the land comprised in the premises and in the common areas and installations, attributable thereto.
- viii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Building / Blocks at the premises and also the open parking spaces in the open compound at the ground level of the premises as expressed or intended by the Developer at their sole discretion for parking of motor cars and other vehicles.
- ix) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).
- x) **CHARGEABLE AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the Building and the Premises, attributable to such Unit as shall be determined by the Developer in its absolute discretion.
- xi) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the chargeable area of the said Unit may bear to the chargeable area of all the Units in the Said Premises **PROVIDED THAT** where it refers to the share of the Purchaser or any Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).
- xii) **SAID UNIT** shall mean the Residential Flat No. 12C on the 12th (Twelfth) floor of the Aria Block of the Building to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with fittings and fixtures to be provided therein by the Developer as mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written **and wherever the context so permits** shall include the Purchaser's



- (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit,
- (iii) to demand and directly release rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Unit.

PURCHASER'S ACKNOWLEDGEMENTS, COVENANTS AND ASSURANCES: The

Purchaser shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Said Premises or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Purchaser of the said Unit) nor do anything whereby the construction or development of the Said Premises or the said Premises or the sale or transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Purchaser, the Developer and/or the Owners are restrained from construction of the Said Premises and/or transferring and disposing of the other units in the Said Premises or the said Premises then and in that event without prejudice to such other rights the Developer and/or the Owners may have, the Purchaser shall be liable to compensate and also indemnify the Developer and the Owners for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Developer and the Owners.

- 9.1 The Purchaser shall not nor be entitled to ask, demand or seek delivery of possession of the said Unit so long the Purchaser has not paid, in full, the consideration and other amounts and deposits agreed to be paid herein or is in default in performing any of his obligations and covenants herein contained.
- 9.2 Save the said Unit, the Purchaser shall have no nor shall claim any right whatsoever or howsoever over and in respect of the other flats / commercial space / units and spaces or store-rooms or constructed areas or parking spaces at the said Premises or the Said Premises or the Building thereat.
- 9.3 The Purchaser shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
10. **DEFAULTS:** The Purchaser shall pay interest @18% per annum on all sums becoming due hereunder and which the Purchaser fails to pay to the Developer within the period stipulated hereunder for the period during which the Purchaser remains in default. This will be without prejudice to the other rights of the Developer hereunder. The Developer shall have the discretion to waive and/or reduce the interest payable as aforesaid.
- 10.1 In case the Purchaser commits default in making payment of the consideration mentioned herein or in observing his covenants herein within time then in such event, this agreement shall at the option of the Developer stand terminated and rescinded and



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

the Developer shall become entitled to enjoy and/or transfer the said Unit to any person without in any way becoming liable to the Purchaser and upon the Developer having entered into a contract for sale of the said Unit with any new buyer or buyers, the Developer shall refund to the Purchaser the earnest money paid by the Purchaser to the Developer after deduction of a sum equivalent to 10% (ten percent) thereof as and by way of pre determined compensation/liquidated damages.

In case the Developer condones the default of the Purchaser then in such event, the Purchaser shall, alongwith such dues and/or arrears, pay interest at the rate mentioned in clause 10 hereinabove for the period of default on all amounts remaining unpaid and nonetheless in addition thereto it is expressly agreed and declared that the period stipulated in **PART-III** of the **THIRD SCHEDULE** hereunder written for construction of the said Unit by the Developer shall stand automatically extended by such period of default by the Purchaser.

In case the Purchaser duly and punctually complies with and/or is ready and willing to comply with all his obligations hereunder and the Developer fails to construct the said Unit within the period stipulated in **Part-III** of the **Third Schedule** hereunder written, then the Developer shall be allowed automatically an extension of 6 (six) months whereof without being liable for any penalty or interest during such extended period and in case of failure on the part of the Developer to construct the said Unit even within such extended period then and only in such event-

(i) the Purchaser shall have the option either to claim Rs.10 per sq ft per month on the Chargeable Area of the said Flat / Commercial Space from the Developer as damages / compensation arising from the date of expiry of the period of construction and the extension thereof till the date of delivery of possession of the said Unit to the Purchaser;

or in the alternative

(ii) to terminate the contract and claim refund of the amount of consideration paid by the Purchaser to the Developer till then alongwith accrued damages / compensation mentioned in Clause immediately preceding.

11. **FORCE MAJEURE** : The giving of possession of the said Unit by the Developer to the Purchaser and the compliance of all other obligation by the Developer shall nevertheless be subject to the Developer not being prevented by force majeure and storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body and any other reason beyond the Developer's control shall be included in force-majeure for such purposes.

12. **RIGHTS OF THE DEVELOPER AND/OR THE OWNERS:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the Developer and the Purchaser as follows:



[Handwritten signature]

[Handwritten signature]