

THIS AGREEMENT is executed at Kolkata on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

BETWEEN

**GANAPATI RESIDENCY PVT. LTD.** a company is incorporated under the Companies Act, 1956 and governed by the provisions of Companies Act, 2013, having its registered office at 2A, Ganesh Chandra Avenue, Commerce House, 4<sup>th</sup> Floor, Room no-10 & 11, Kolkata-700013 (PAN AACCG8427G) represented by its authorized signatory Sri Sanjay Kumar Gupta (PAN- AHIPG6823A) son of Late Panna Lal Gupta, by faith Hindu, by nationality Indian, by occupation Business of 37, Hem Chandra Naskar Road, Kolkata-700010 authorized signatory vide authorized Board Resolution dated 16-08-2017 hereinafter referred to as the **PROMOTER** which expression shall include its successors and assigns and/or assigns of the **ONE PART**

**AND**

\_\_\_\_\_, son/daughter of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter referred to as the **ALLOTTEE**, which expression shall include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**

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

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "Section" means a section of the Act.

## **RECITALS**

A. (1). Smt. Nandita Chowdhury of 2/1A, Shibdas Bhaduri Street, Kolkata 700 004, Miss Srirupa Chowdhury of 2/1A Shibdas Bhaduri Street, Kolkata 700 004, and Smt. Sudipta Biswas of 2/1A, Shibdas Bhaduri Street, Kolkata 700 004 (hereinafter referred to as Owners) are jointly entitled to absolute freehold ownership of the property comprised at municipal premises no. 2/1A, Shibdas Bhaduri Street, Kolkata 700 004 within Kolkata Municipal Corporation Ward No. 11, Police Station Shyampukur containing an area of 03 cottahs 08 chittaks and 00 square feet more or less (hereinafter referred to as Said Property). The details of devolution of ownership in respect of Said Property in favor of the Owners are fully explained and set out in Schedule H below.

(2). The Owners and Promoter have entered into Development Agreement dated 15-May-2018 registered in the Office of the Additional Registrar of Assurances -II Kolkata and recorded in Book I, Volume No. 1902-2018 Pages 61703 to 61758 being Deed No. 190201719 for the year 2018("Development Agreement")

B. The Said Property is earmarked for the purpose of building a residential building with residential flats on different floors therein and car parking spaces on the ground floor of the proposed building; and the said project shall be known as \_\_\_\_\_ (Project)

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right title and interest to cause, effect and complete sale of the allotted share of the Promoter in the Project which is to be constructed on Said Property have been completed

D. The Promoter has complied with all the Legal formalities as necessary and applicable under Kolkata Municipal Corporation Act and the Rules there under for commencement of construction of the project and promoter is authorized in law to commence construction of the building in the project.

E. The Promoter has caused to be sanctioned by the Kolkata Municipal Corporation a plan, vide Building Permit No. 2020020007 dated 04-08-2020 for construction of the Project (including for the Said Apartment and the Said Building from the competent authority), which is presently being developed. The Promoter agrees and undertakes that it shall not make any changes to approved plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_

G. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor in the proposed building in the project (Building), having carpet area of \_\_\_\_\_ (\_\_\_\_\_ ) square feet, more or less, and a Covered/open Car Parking Space measuring \_\_\_\_\_ square feet on the ground floor of the Building being more particularly described in Schedule A below as permissible and applicable under the applicable law and pro rata share in the Common Areas (Common Areas) as defined in section 2 of the Act ( hereinafter referred to as Apartment) and the floor plan of the apartment is annexed hereto and marked as Schedule B.

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein

I. 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.

J. 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;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to cause and effect sale and the Alottee hereby agrees to purchase the Apartment and Car Parking Space as specified in para G and Schedule A

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 Promoter agrees to cause sale to the Allottee and the Allottee hereby agrees to purchase, the Said Apartment and Car Parking Space, specified in paragraph G above and described in Schedule A below.

1.2 The Total Price payable for the Said Apartment and Car Parking Space based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) (Total Price) more particularly mentioned in Schedule C below:

Apartment No.	
Floor	
Side	
Car Parking Space(if any)	
Total Price	Rs.

a). The above Total Price includes the booking amount paid by the allottee to the Promoter towards the Said Apartment and Car Parking Space

b). The Total Price excludes Taxes (consisting of tax paid or payable by the Promoter towards GST and other cess or similar taxes which may be levied in connection with construction of the Project payable by Promoter) upto date of handing over possession of the Said Apartment and Car Parking Space (if any) to the allottee, after obtaining completion certificate.

Provided that in case of any change or increase or modification of taxes, the subsequent amount payable by the Allottee shall be increased or reduced based on such change or modification

Provided further that if there is any increase in the taxes after expiry of the scheduled date of completion of the project as per registration granted by the competent authority which shall include extension of registration granted by competent authority to the project, if any, as per the act the same shall not charged from the allottee;

c). The Promoter shall periodically intimate in writing to the Allottee the amount payable as stated hereinabove in this clause and the Allottee shall make payment demanded by Promoter within the stipulated time and in the manner specified therein; in addition the Promoter shall provide to Allottee the details of taxes paid or demanded with acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

d). The above Total Price includes recovery of price of land, construction of the Said Apartment and Car Parking Space(if any), the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and Project but excludes Taxes and maintenance charges

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

extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Allottee;

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

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the terms of this agreement of which sale is effected) in respect of the Said Apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the 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. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition alterations.

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to the Allottee, the Promoter shall demand additional amount from the Allottee towards the Total Price, which shall be payable by the Allottee prior to taking possession of the Said Apartment. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this, shall be made at the same rate per square feet as agreed in Clause 1.2 above.

1.8 Subject to Clause 9.3 of this Agreement, the Promoter agrees and acknowledges that the Allottee shall have the following rights to the Said Apartment and Appurtenances:

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

(ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in Schedule E below). Since the share/interest of the Allottee in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the Project along with other occupants/allottees of the Project, maintenance staff etc., without causing any

inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas of the Project (described in Schedule E below) to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) The computation of the price of the Said Apartment Car Parking Space(if any) includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment Car Parking Space(if any) and the Project.

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her apartment, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

1.9 It is made clear by the Promoter and the Allottee agrees that the Said Apartment Car Parking (if any) shall be treated as a single indivisible unit for all purposes.

1.10 It is agreed that the Real Estate Project is an independent, self-contained project covering the Project Property 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 the Project's facilities and amenities shall be available for use and enjoyment of the allottees as expressly mentioned in this Agreement.

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

1.12 The Allottee has paid a sum equivalent to 10% (ten percent) of the total price as booking amount being part payment towards the Total Price of the Said Apartment Car Parking Space(if any) which includes token amount/any advances paid at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Apartment Car Parking Space(if

any) as prescribed in the Payment Plan [specified in Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## 2. PAYMENTS:

2.1 Subject to the terms of this Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Promoter payable at Kolkata.

2.2 The Promoter shall be entitled to securitize the Total Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

2.3 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution SUBJECT HOWEVER that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

2.4 The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee as stated at including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee, and non receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

2.5 In the event of delay and/or default on the part of the Allottee in making payment of any tax, levies, cess etc., if payable/applicable for allottee then without prejudice to any



other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

3. TIME IS ESSENCE: The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment to the Allottee and the Common Areas of the Project (described in Schedule E below) to the association of allottees, upon its formation and registration.

#### 4. CONSTRUCTION OF THE PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:

4.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as set out in Schedule D of this Agreement, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/modification of the Unit (Flat) in such plans of the Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications.

#### 5. CONSTRUCTION OF THE PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:

5.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, and provisions prescribed by the Municipal Authority and shall not have an option to make any variation

/alteration/modification in such plans of the Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in Schedule D of this Agreement.

6.1. POSSESSION OF THE APARTMENT: Schedule for possession of the Said Apartment - The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottee and the Common Areas of the Project to the association of allottees (upon its formation and registration) is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment along with ready and complete Common Areas of the Project (as specified in Schedule E below) with all specifications (as provided in Schedule D below) in place within 31-03-2022 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 Project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the 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 Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 The Possession Date has been accepted by the Allottee. However, if the Said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

6.3 Procedure for taking possession - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said

Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The 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 Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges (as provided on Schedule H below) as determined by the Promoter/association of allottees, as the case may be from the date of the issuance of the completion certificate for the Project. The promoter shall hand over the photocopy of completion certificate of the Project to the allottee at the time of conveyance of the same.

6.4. Failure of Allottee to take Possession of Apartment- Upon receiving a written intimation from the Promoter as mentioned in Clause 6.2 above, the Allottee shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 6.2 above, such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Apartment shall become applicable.

6.5. Possession by the Allottee- After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Real Estate Project to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below), to the association of allottees, upon its formation and registration; Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below) to the association of allottees within thirty days after formation and registration of the association of allottees.

6.5. Cancellation by Allottee- The Allottee shall have the right to cancel/ withdraw his allotment as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Apartment and Appurtenances to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the

paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another allottee and the purchase price of the Allottee, if the current sale price is less than the purchase price. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

7.6. Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Real Estate Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1; or (ii) due to discontinuance of his business as a promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due; Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter hereby represents and warrants to the Allottee as follows:

(i) The Owners have absolute, clear and marketable title with respect to the Project Property; and the Promoter the requisite authority and rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the Project Property with valid right to cause sale of Said Apartment to the Allottee.

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

(iii) There are no encumbrances upon the Project Property save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority:

(iv) There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Project, save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, and the Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Said Apartment, the Said Building and Common Areas of the Said Building till the date of handing over of the Said Building to the association of allottees;

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

(vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the 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 Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the Common Areas of the Said Building to the association of allottees, upon the same being formed and registered;

x). The Project 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 Project Property;

(xi) The 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 Real Estate Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the Real Estate Project (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or not;

(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 Project Property) has been received by or served upon the Promoter in respect of the Real Estate Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES: 9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events: (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in Schedule D of this Agreement, and for which completion certificate, has been issued by the competent authority; (ii) Discontinuance of the Promoter's business as a promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following: (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or (ii) The Allottee shall have the option of terminating the Agreement in which case the 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 prescribed in the Rules within forty-five days of receiving the termination notice subject to allottee registering the deed of cancellation in respect of the Said Apartment and Appurtenances; Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3. 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 payment to the 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 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 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter, upon 30 (thirty) days written notice, may cancel the allotment of the Apartment in favour of the Allottee and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in

respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Apartment and Appurtenances to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper.

10. CONVEYANCE OF THE SAID APARTMENT: The Promoter, on receipt of Total Price of the Said Apartment and Appurtenances (as provided in Schedule C under the Agreement) from the Allottee, shall execute a conveyance deed drafted by the Promoter's legal advisors and convey the title of the Said Apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottee: However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the Allottee shall be bound by its obligations as morefully mentioned in Clause 7.3 of this Agreement.

11. MAINTENANCE OF THE SAID BUILDING: The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottee (to the Promoter) from the date of obtaining completion certificate till handover of maintenance of the Project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the Project including those mentioned in Schedule G below ("Common Expenses/Maintenance Charges").

12. DEFECT LIABILITY:

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter

within a period of 5 (five) years by the Allottee from the date of obtaining the completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or acts of third party (ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project. The Allottee is/are aware that any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas of the Project, garages/covered parking 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 Said 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.

#### 14. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT

15.1. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Tower/Building, or the Said 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 Said Apartment and keep the Said 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 Said Tower/Building is not in any way damaged or jeopardized.

15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Tower/Building or anywhere on the exterior of the



Project, buildings therein or Common Areas. The Allottees shall also not change the color 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 Said Apartment or place any heavy material in the common passages or staircase of the Said Tower/Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the 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.

15.3 In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in Schedule G below.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.BY PARTIES: The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. APARTMENT OWNERSHIP ACT: The 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,

20. BINDING EFFECT: Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the 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 Registrar of Assurances Kolkata as and when intimated by the Promoter. If

the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar of Assurances Kolkata for its registration as and when intimated by the Promoter, then the 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.

21. ENTIRE AGREEMENT: This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

22. RIGHT TO AMEND: This Agreement may only amended through written consent of the Parties.

23. 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.

25. 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.

26. 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.

27. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in

additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION: The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_(specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Kolkata. 29.

NOTICES: That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall he deemed to have been received by the promoter or the Allottee, as the case may be.

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

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

### **SCHEDULE 'A**

#### Description of the Apartment and Car Parking Space

(a) The Said Apartment, being Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor of the Building in the Project, having carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less and corresponding to super built-up area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less

(b) The Said Parking Space, being the right to park \_\_\_\_\_ (\_\_\_\_\_) medium sized car in the covered space in the ground Floor (if any) of the of the Building in the Project having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and corresponding to super built-up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less;

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas Project described as particularly specified and mentioned in Schedule E below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement;

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment.

**SCHEDULE 'B' (Said Apartment and Car Parking Space)**

Lay Out Floor Plan

**SCHEDULE 'C'**

The Total Price payable for the Apartment is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and Rs. \_\_\_\_\_, for parking space in the Garage /Covered /Open Parking(if any) thus totaling to Rs...../- (.....)for the Apartment and Appurtenances.

(Payment Plan)

Payment Schedule

<b>PAYMENT SCHEDULE</b>	<b>PERCENTAGE(%)</b>
On Application/Booking	10
On Agreement	10
On Completion of foundation	10
On Completion of First(1 <sup>st</sup> ) Floor Slab	10
On Completion of Third(3 <sup>rd</sup> ) Floor Roof Slab	10
On Completion of Fourth(4 <sup>th</sup> ) Floor Roof Slab	10
On Completion of Masonry & Internal Plastering	10
On Completion of External Plastering	10
On Completion of Flooring	10
On Possession	10

In addition to the Total Price, the Allottee shall also pay to the Promoter, as and when demanded, the amounts mentioned in the table below (collectively Extras), proportionately or wholly (as the case may be), with GST and other Taxes, if any

**SCHEDULE 'D' Specifications (Which Are Part Of the Said Apartment)**

<b>(Specifications)</b>			
1.	STRUCTURE	:	Buildings designed with R.C.C. Frame structure which rest on individual column design approved by Kolkata Municipal Corporation
2.	EXTERNAL WALL	:	10" thick brick wall and plastered with 1:4 cement sand mortar finished with snowcem weather coat.
3.	INTERNAL WALL	:	5" thick brick wall and plastered with 1:4 cement sand mortar finished with plaster of parish and primer coating.
4.	FLOORING	:	Flooring is of white Marwar/Dormeta/asawara/orento marble with 6" skirting (all bed rooms, drawings, dining space and verandah, bathroom and kitchen).
5.	WINDOWS	:	All windows are to be made by Aluminium block and white glass (thickness of the glass: 4mm) as required by owners. Windows will be covered by box grill.
6.	DOORS	:	Main door size/ entrance door size- 6'- 6"X 3'- 6" and fitted with eye hole system. Other Doors size 6'- 6" X 3'- 0".
			GOOD QUALITY WOODEN DOOR IN MAIN GATE & FLUSH DOORS WITH FITTINGS
7.	BATH ROOM	:	Bath room fitted upto full height with white glazed tiles of standard brand with anti-skid floor tiles
8.	KITCHEN	:	GRANITE TABLE TOP PLATFORM WITH S.S. SINK , Tiles over the table top to protect wall from oil spot.with anti-skid floor tiles

9.	TOILET	:	One toilet of western type coloured commode of standard brand with cistern. All fittings are in standard type. One wash hand basin is in dining space of each flat. If there is any second toilet, a white commode will be fitted. All toilets should have western commode.
10.	ELETRICAL CONCEALED WIRING	:	Bedroom – 5/15amp plug points, Light Points, Fan Point, telephone Point, Plug point for AC. Living/Dining/Kitchen – 5 amp Plug points, 15 amps Plug points, Light points, Fan points, Exhaust Points, Telephone Point, Intercom Point, Cable Point. Toilet – 5/15amp plug points, Light points, Exhaust points, 5/15amp Plug point for Washing Machine. Varandah – 5/15amps Plug points, Light points, Fan point. Common Space – 5/15amps Plug points, Light points at the Entrance, Landing, Roof, Garage, Passage, etc.
11.	ELECTRIC METER ROOM	:	Common Electric Meter Room on common passage under the staircase and the Developer shall bring the Electric Cable through C.E.S.C at their own cost upto the Common Meter Room and the Security Amount to bring separate electric meter shall be born by the Owners and other occupiers of the Flats of the said property desire to bring separate electric meter at their own cost and shall have the right to do so and the said meter shall be install at the Common Electric Meter Room only of the said premises.
12.	ROOF	:	Water proofing treatment with standard method, 3' high parapet wall, Overhead Water Storage, P.V.C. rain water pipe, Collapsible Gate.

13.	WATER	:	Underground reservoir, Electric Pump with motor to delivery KMC Water from 2000lt Overhead Water Tank to respective Flats.
-----	-------	---	--

### **SCHEDULE 'E'**

(Common Areas & Amenities Of the Real Estate Project)

1. Entrance and exit passage/path to and from the building property
2. Staircase, lobby and landing(s)
3. Roof/Terrace
4. Underground & Overhead water reservoir(s)
5. Motor Pump
6. Electric Meter Room & Common Area Lightings
7. Electric Wirings, Distribution Boxes and other fittings in common areas
8. Plumbing pipes and water supply system/pipes in common areas including underground water supply pipes/ lines
9. Drain water and sewerage pipes including underground sewerage lines
10. Lift with lift well machine(s) and lift room

### **SCHEDULE 'F' (Covenants)**

a). That the Purchaser has satisfied himself/herself as to specification provided in Fourth Schedule hereunder in respect of Structure of the New Building and the Said Apartment And Appurtenances including fixture therein and shall not be entitled to raise any dispute or claim whatsoever with regard thereto

b). That the Purchaser shall properly maintain the Said Apartment And Appurtenances hereby sold in good state of repair and shall keep the same in good condition and shall not do or cause to do any act which might cause any danger and/or prejudicially affect the structure of the New Building and other flats on upper floors and shop rooms on ground floor of the New Building and/or any common portions and facilities/amenities installed in the New Building;

- c). That the Purchaser shall give reasonable access to the Said Apartment And Appurtenances and otherwise co-operate with other occupants and owners of Flats/Shop rooms in the New Building for effecting repair and maintenance work as may be necessary
- d). That the Purchaser shall not be permitted to make any structural addition or alteration in the Said Apartment And Appurtenances
- e). That the Purchaser shall be entitled to use and enjoy the common portions and amenities in the New Building as attributable to the Said Apartment And Appurtenances
- f). That the Purchaser shall bear and pay to the Vendor or any maintenance agency appointed by Vendor or Association of owners/occupants in New Building as and when formed the proportionate share and costs of maintenance of the New Building as attributable to the Said Apartment And Appurtenances and proportionate share of the property taxes and other statutory levies relating to the New Building and for Said Apartment And Appurtenances until separation and mutation is effected in respect of the Said Apartment And Appurtenances and separate assessment is made thereby
- g). That the Purchaser shall be liable to pay applicable GST for the transaction of sale of the Said Apartment And Appurtenances
- h). That the Purchaser will be entitled to separate supply of electricity through separate electric meter,
- i). That the Purchaser shall be entitled to common use of the common toilet on the ground floor of New Building
- j). That the Purchaser shall not use the Said Apartment And Appurtenances for non-residential purpose or carry on any unlawful trade or business in the Said Apartment And Appurtenances
- k). That the Purchaser shall not use and/or store or dump any waste material on any common portion of New Building in Said Premises
- l). That the Purchaser shall not cause any disturbance or nuisance to the occupants of other shop rooms and residential flats on upper floors of the New Building

#### **SCHEDULE 'G' (Common Expenses)**

1. Caretaker(24 hrs)
2. Common Electric Meter for Common Service
3. Common Maintenance/Repairing Charges of the building



## **SCHEDULE H**

### **(Detailed history of devolution of title in favor of the Owners)**

WHEREAS by Srimati Taradevi Chowdhury was seized and possessed of the dwelling house comprising a two storied building with piece and parcel of land measuring 3 Cottahs 8 Chittaks more or less belonging thereto and forming part thereof lying and situated at municipal premises no. 2/1A Shibdas Bhaduri Street (formerly Fariapukur Street) , Kolkata 700 004 within Municipal Ward No. 11 and Police Station- Shyampukur and (hereinafter referred to as Said Property) and was sufficiently entitled to the freehold marketable title to the Said Property morefully described in the First Schedule hereunder.

AND WHEREAS while being in peaceful possession and enjoyment of Said Property the said Srimati Taradevi Chowdhury during her lifetime made and published her Last will dated 19th. December 1990 whereby she bequeathed the Said Property to her son Sri Swarup Kumar Chowdhury and appointed her son as the executor of the said last Will ;

AND WHEREAS on demise of said Srimati Taradevi Chowdhury Sri Swarup Kumar Chowdhury as Executor of the Last will of said deceased applied in the City Civil Court at Calcutta in Probate Case No. 64 of 1998 for grant of probate of the said Last will of the deceased and upon such application the probate of the Last Will dated 19th. December 1990 of Srimati Taradevi Chowdhury was granted to Swarup Kumar Chowdhury by an order dated 6th. May 2000 of the Chief Judge City Civil Court at Calcutta

AND WHEREAS in the facts as recited above the freehold right title and interest in the said property devolved absolutely upon Sri Swarup Kumar Chowdhury.

AND WHEREAS while being seized and possessed of Said Property the said Swarup Kumar Chowdhury died intestate on 8th. October 2011 survived by his wife Srimati Nandita Chowdhury and his two daughters Miss Srirupa Chowdhury and Smt. Sudipta Biswas (married daughter) as his only heirs and legal representatives being the Owners herein;

AND WHEREAS in the facts as aforesaid the Owners herein have jointly inherited the Said Property and are entitled to freehold right title and interest therein and while being seized and possessed of Said Property the Owners have mutated their names in assessment records of Kolkata Municipal Corporation .

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.