

## AGREEMENT FOR SALE

This Agreement for Sale executed on the ..... day of .....,  
20.....

By and Between

**SMT. MANISHA CHOWDHURY** PAN: ADBPC 2372H, Aadhaar No. 9344 0263 2129,  
Wife of Shri Chandra Sekhar Chowdhury, by Occupation-Business, by Nationality-  
Indian, residing at 16/1C, Biswas Nursery Lane, Post Office-K.G. Bose Sarani,  
Police Station – Beliaghata, Kolkata – 700085 and also Proprietress of **M/S. G.  
ENTERPRISE**, a Civil Construction and Developing Company having its Office also  
at 16/1C, Biswas Nursery Lane, Post Office-K.G. Bose Sarani, Police Station –  
Beliaghata, Kolkata – 700085 hereinafter called and referred to as the  
“**OWNER/DEVELOPER**” (which term or expression shall unless otherwise excluded  
by or repugnant to the subject or context be deemed to mean and include her  
heirs, executors, administrators, legal representatives and assigns) Party of the  
**FIRST PART**

**AND**

..... PAN: ....., Aadhaar No. ....,  
Mobile No. ...., Wife/Son/Daughter of .....,  
residing at Premises No. ...., Post Office- .....,  
Police Station- ....., District:..... hereinafter called and referred to  
as the “**PUKCHASER**” ( which term or expression shall unless otherwise excluded  
by or repugnant to the subject or context be deemed to mean and include his/her  
heirs, executors, administrators, legal representatives and assigns) of the **SECOND  
PART.**

*Self Attached*

For **G. ENTERPRISE**  
*Manisha Chowdhury*  
Proprietor

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**WHEREAS** the aforesaid Owner/Developer, **SMT. MANISHA CHOWDHURY** also Proprietress of M/s. G. Enterprise having its Office and Residence at 16/1C, Biswas Nursery Lane, Post Office-K.G. Bose Sarani, Police Station – Beliaghata, Kolkata – 700085 purchased Two Nos. adjunct properties- one Premises No. 25A, Biswas Nursery Lane, Kolkata-700085 in the year, 2012 and another Premises No. 25, Haramohan Ghosh Lane, Kolkata-700085 in the year, 2018, at a valuable Consideration mentioned therein in the respective Deed of Conveyance for the year, 2012 and 2018 and mutated her name in the Kolkata Municipal Corporation Record and paying Kolkata Municipal Corporation Rates and Taxes regularly and details of the 2(Two) Nos. properties and respective Deed of Conveyances are laid down in “A” and “B” Column respectively –

**“A” FIRST PROPERTY: 25A, BISWAS NURSERY LANE, KOLKATA-700 085**

This property purchased by Smt. Manisha Chowdhury also proprietress of M/s. G. Enterprise in the Year, 2012 by virtue of a Registered Deed of Conveyance dated 17.04.2012, by purchasing from thee then owners namely Saibal Das and Ors. Registered in the Office of the ADSR Sealdah, 2012 and recorded in Book No. 1, CD Volume No.3, Pages 3375 to 3393, Being No.01150 for the year 2012 became the absolute owner of the landed property consisting of 4 (four) Cottahs 6 (Six) Chittacks 25 (twentyfive) Sq.ft. alongwith 100 years old dilapidated one storied structure measuring an area of 400 Sq.ft. at Premises No. 25A, Biswas Nursery Lane, Police Station-Beliaghata, Kolkata-700085, (after amalgamation of three Premises No. viz. 25A,25B and 25/1, Biswas Nursery Lane into one premises after deleting Premises Nos. 25B and 25/1 and

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For G. ENTERPRISE  
*Manisha Chowdhury*  
Proprietress



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accordingly with Premises No.25A, Biswas Nursery Lane, Kolkata-700085, KMC Ward No.35, Assessee No. 11-035-02-0034-4, Borough No.III, Touzi No.III, Division No. XIII under Holding No.28/29, ADSR Sealdah, became the absolute Owner of the property being Premises No.25A, Biswas Nursery Lane, Kolkata-700085 under KMC Ward No.35, Assessee No. 11-035-02-0034-4, Borough No. III, Touzi No. III, Division No. XIII under Holding No. 28/29, ADSR Sealdah, as absolute Owner of the said property and mutated her name in the KMC Record and paying KMC Rates and Taxes regularly.

**AND**

**"B" SECOND PROPERTY : 25, HARAMOHAN GHOSH LANE, KOLKATA-700085**

This property also purchased by Smt. Manisha Chowdhury also proprietress of M/s. G. Enterprise in the Year, 2018 in the Year, 2018 by virtue of another Registered Deed of Sale as recorded in Book No.I, Volume No.1606 of 2018, Pages from 173646 to 173682, Being No.160605077 for the Year, 2018, ADSR, Sealdah (24 Parganas South) duly purchased from the then previous owners namely (1) Smt. Nirmala Das, Widow of Late Jugal Kishore Das, PAN No. BXAPD8102L (2) Sri Jayanta Das, Son of Late Jugal Kishore Das, PAN No. ANQPD0144F and Sri Susanta Das alias Sushanta Kumar Das, Son of Late Jugal Kishore Das, PAN No. AMFPD2218Q, all by faith-Hindu, by occupation- House wife and Retired, all by Nationality-Indian, all were residing at 25, Haramohan Ghosh Lane, Post Office-K.G. Bose Sarani, Police Station-Beliaghata, Kolkata-700085, the property measuring an area of 1 (one) Cottah 6 (Six) Chittacks be the same or little more along with 97 years old dilapidated partly two storied

*Self Attested*

For G. ENTERPRISE  
*Manisha Chowdhury*  
Proprietor

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residential building thereon together with water and electric line connection which situated at Premises No. 25, Haramohan Ghosh Lane, Police Station-Beliaghata, Kolkata-700085, within territorial jurisdiction of the Kolkata Municipal Corporation, Ward No. 35, Assessee No. 11-035-12-0037-6, Borough – III also under the A.D.S.R. Sealdah, District-South 24 Parganas and mutated her name in the Kolkata Municipal Corporation and paying Kolkata Municipal Corporation Taxes as absolute owner of the Premises.

**AND WHEREAS** it is pertinent to mention that the aforesaid Vendor, Smt. Manisha Chowdhury, Proprietress of M/s. G. Enterprise became the absolute owner of the two properties as delineated in the previous Paragraph "A" and "B", being Premises No. 25A, Biswas Nursery Lane, Kolkata-700085 and another Premises No. 25, Haramohan Ghosh Lane, Kolkata-700085, both under Police Station-Beliaghata and Post Office- K.G. Bose Sarani, by virtue of the two different Deeds of Sale as aforesaid.

**AND WHEREAS** thereafter the aforesaid Vendor/Owner applied before the KMC for Amalgamation of the aforesaid two properties i.e. Premises No.25A, Biswas Nursery Lane as well as 25, Haramohan Ghosh Lane, Kolkata-700085, into one Premises under P.S. Belialghata as per The Kolkata Municipal Corporation Rules and Regulation, accordingly Kolkata Municipal Corporation, "Amalgamated" the aforesaid two premises i.e. No.25A, Biswas Nursery Lane as well as No.25, Haramohan Ghosh Lane into one premises being renumbered as Premises No. 25, Haramohan Ghosh Lane into one Premises being Assessee No. 11-035-12-0037-6 . vide their Office Order No. M/035/26-JUN-19/2770 dated 18/10/2019 which will

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For G. ENTERPRISE  
Manisha Chowdhury  
Proprietress



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be revealed clearly from the document. Now the entire land of both two Premises measuring about 5(Five) Kottah 12(Twelve) Chittak 25(Twenty-five) Sq. ft. converted into one Premises No. 25, Haramohan Ghosh Lane, Ward No. 35 in the record of the Kolkata Municipal Corporation being Assessee No.11-035-12-0037-6.

**AND WHEREAS** thereafter the aforesaid Owner, Smt. Manisha Chowdhury, Proprietress of M/s. G. Enterprise (a Contractor/Developer) being desirous of developing the said property i.e. Premises No. 25, Haramohan Ghosh Lane, Assessee No. 11-035-12-0037-6, Ward No.35, P.S. Beliaghata, Kolkata-700085 for construction of a Multi-storied building duly sanctioned the Building Plan (vide No. 2020030040, dated 14.10.2020, Borough No.III) from the Kolkata Municipal Corporation respectively.

**AND WHEREAS** after obtaining the said Sanctioned Building Plan issued by The Kolkata Municipal Corporation, Smt. Manisha Chowdhury, the Owner herself intended to raise a Five Storied Building (Ground+4 storied) in accordance with the sanctioned Plan No. 2020030040, dated 14.10.2020 for residential purpose to sell out, lease out, rented out those Flats to the outsiders or to any nominated person or persons of her choice at a valuable/reasonable consideration to raise the cost/value of the proportionate Land as well as cost of construction of those Flats/Garage Spaces to the outsiders as she is the owner of the entire land and structure.

**AND WHEREAS** it is pertinent to mention that the said Owner/Developer, Smt. Manisha Chowdhury herself has vast knowledge and experience as she has been carrying on the business of developing having the valid Licenses, being the

*Self Attached*

For G. ENTERPRISE

*Manisha Chowdhury*

Proprietor

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Proprietress of **M/S. G. ENTERPRISE** having its Office at 16/1C, Biswas Nursery Lane, Kolkata-700085, P.S. Beliaghata.

- B. The said Land is earmarked for the purpose of building a "Residential" project comprising multistoried apartment 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 of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- D. The Kolkata Municipal Corporation has granted the commencement certificate to develop the project vide approval dated..... Hearing registration no.....
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from The Kolkata Municipal Corporation. The 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.
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... on..... Under registration no.....
- G. The Allottee had applied for an apartment in the Project vide application

*Self Attested*

For **G. ENTERPRISE**  
*Moumita Choudhury*  
Proprietor



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no..... dated..... and has been allotted apartment no.

..... having carpet area of

..... Square feet, type, on ..... floor in building

no..... along with garage/covered parking no.

..... admeasuring ..... square feet in the

..... As permissible under the applicable law and of pro rata share in the common areas as defined under clause (m) of the Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan or 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.

J. 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.

K. 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.

L. 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 sell and the Allottee hereby agrees to purchase the ..... and the garage/covered parking (if applicable) as specified in Para G.

Self Attached

For G. ENTERPRISES  
*Munish Chudry*  
Proprietor

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NOW THEREFORE, in consideration of the mutual representations, covenants, premises 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 sell to the Allottee and the Allottee hereby agrees to purchase, the ..... as specified in Para G.

1.2 The Total Price for the ..... Based on the carpet area is Rs..... (Rupees..... only:

Block/Building/Tower No.....	Rate of Apartment per square feet*
Apartment No. _____	
Type _____	
Floor _____	

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees )	

Explanation :

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the .....
- (ii) The total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other

*Self Attached*

For G. ENTERPRISES  
*Mohit Choudhary*  
Proprietor



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- (iii) similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.
- Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification;
- Provided further that if there is any increase in the taxes 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 said project by the Authority, as per the Act, the same shall not be charged from the allottee;
- (iv) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or determined along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (v) The Total Price of .....includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges,

*Self Attached*

**M/S. G. ENTERPRISES**

*Mansin Chudai*

Proprietor

taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the ..... and the Project.

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 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 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 applicable on subsequent payments, Provided that if there is any new imposition or increase of any development charges after 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 said 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.

*Self Attached*

For G. ENTERPRISE  
*Mohan Chandra*  
 Proprietor



- 1.5 The Promoter may allow<sup>3</sup>, in its sole discretion, a rebate for early payments of Instalments payable by the Allottee by discounting such early payments @-% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revgision/withdrawal once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition 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 advertisement, prospectus etc on the basis of which sale is effected) in respect of the apartment, plot or building as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.
- 1.7 The Promoter shall confirm to 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 Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed I n the Rules, from the date when such in excess amount was paid by the Allottee at the rate prescribed I n the Rules, from the date when such

*Self Attached*

For G. ENTERPRISE  
*Monisha Chaturvedi*  
Proprietor

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 Allottee, the Promoter may demand that from the Allottee as per the next milestone of the payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the ..... as mentioned below:

- (i) The Allottee shall have exclusive ownership of the .....
- (ii) The Allottee shall also have undivided proportionate share to 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. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment/Plot 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles,

*Self Attached*

For G. ENTERPRISE

*Mishra Choudhary*  
Proprietor



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doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Plot and the Project.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/Plot along with .....garage/covered 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.

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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

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For G. ENTERPRISE

*Morishu Choudhary*  
Proprietor

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 therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs.....(Rupees.....o nly) as booking amount being part payment towards the Total Price of the Apartment/Plot 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 Apartment/Plot as prescribed in the Payment Plan [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. MODE OF PAYMENT:

Subject to the terms of the Agreement and the 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

*Self Attached*

For G. ENTERPRISE

Proprietor



online payment (as applicable) in favour of ..... Payable at  
 .....

### 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 thereunder or any statutory amendments/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 Promoter with such permission, approvals which would enable the 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 mended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allopttee shall keep the Promoter fully indemnified

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For G. ENTERPRICE

*Manish Choudhary*  
 Proprietor

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 Promoter immediately and comply with necessary formalities if any under the applicable laws. The 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 Promoter shall be issuing the payment receipt in favour of the Allottee only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment/Plot, if any, in his/her name and the Allottee undertakes not to object/demand/direct the promoter to adjust his payments in any manner.

5. 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 Apartment/Plot to the Allottee and the common areas to the association of allottees or the competent authority as the case may be.

6. CONSTRUCTION OF THE PROJECT /APARTMENT :

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For G. ENTERPRISE

*Mohit Choudhary*  
Proprietor



6. CONSTRUCTION OF THE PROJECT /APARTMENT :

The Allottee has seen the proposed layout plan/specifications, amenities and facilities of the Apartment/Plot and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with 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 in 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, FAR and density norms and provisions prescribed by the..... 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 promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT :

7.1 Schedule for possession of the said Apartment/plot. The Promoter agrees and understands that timely delivery of possession of the Apartment/Plot to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Apartment. The Promoter assures to hand over possession of the Apartment/Plot along with ready and complete common areas with all specifications, amenities, and facilities of the project in place on ..... unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity

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For G. ENTERPRISE

*Munish Chudry*  
Proprietor

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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 Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Plot.

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 the 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 agrees that he/she shall not have any right, claims, etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession :** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/Plot, to the Allottee in terms of the Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities,

*Self Attached*

For G. ENTERPRISE

*Momin Chudary*  
Proprietor



documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment /plot, as the case may be, to the allottee at the time of conveyance of the same.

**7.3. Failure of Allottee to take Possession of Apartment/Plot :** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment/plot 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 Apartment/Plot to the Allottee. In case the Allottee fails to take possession within the time provided in para

**7.4 Possession by the Allottee :** After obtaining the occupancy certificate and handing over physical possession of the Apartment / Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be as per the local laws.

[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be within thirty days after obtaining the completion certificate]

**7.5 Cancellation by Allottee :** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

*Self Attached*

For G. ENTERPRISES  
*Murida Chetty*  
 Proprietor

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 booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

**7.6 Compensation :** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of land, on which the project is being developed or has been developed, in the manner or 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 Apartment/Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the 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/Plot 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

*Self Attached*

For G. ENTERPRISE  
*Murli Chatur*  
 Proprietor



Apartment/Plot 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 Promoter has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said Land and absolute, actual, Physical and legal possession of the said Land for the Project.
- (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 said Land or the Project;  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment/Plot.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project said land and Apartment/Plot 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 Project, said Land, Building and Apartment/Plot and common areas;
- (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,

*Self Attested*

For G. ENTERPRISE

*Munish Awduy*  
Proprietor

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 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/Plot 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/Plot in 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 Apartment/Plot in the Allottee and the common areas to the association of allottees or the competent authority as the case may be.
- (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 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 till the completion certificate has been issued and possession of apartment, plot or building, as the case may

*Self Attached*

For G. ENTERPRISES  
*Munish Chudry*  
Proprietor



be, along with common areas (equipped with all the specifications, amenities and facilities ) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be.

- (xii) No notice from the Government or any other local body 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 Promoter in respect of the said Land and/or the 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/Plot to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para ready to move in possession shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specification, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate as the case may be, has been issued by the competent authority.

*Self Attached*

For G. ENTERPRISE

*Manish Choudhary*  
Proprietor

- (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 thereunder.

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 payment 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;

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 Apartment/Plot which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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For G. ENTERPRISE

*Manish Chandra*  
Proprietor



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 payments for consecutive demands made by the Promoter as per the payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond.....consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/Plot 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. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

#### 10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter on receipt of Total Price of the Apartment/Plot as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment/Plot together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee.

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from

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For G. ENTERPRISE

*Mandira Choudhary*

Proprietor

the date of issue of occupancy certificate] 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 to the Promoter is made by the Allottee.

**11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/PROJECT:**

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 has been included in the Total Price of the Apartment/Plot.

**12. DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation 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 handing over possession, 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.

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

*Self Attached*

For **G. ENTERPRISE**

*Munish Chandra*  
Proprietor



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, 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 Apartment/Plot 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. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **JAGANNATH APARTMENT**, 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.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1

Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the

*Self Attached*

For **G. ENTERPRISE**

*Manshu Choudhary*

Proprietor

28.

Apartment/Plot, 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/Plot and keep the Apartment/Plot, 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 changed or jeopardized.

15.2

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 façade 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/Plot 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/Plot.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed to

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For G. ENTERPRISE

*Munish Choudhary*  
Proprietor



association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Apartment/Plot 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.

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/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/Plot/Building.

19.APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the ..... The Promoter showing compliance of various laws regulations as applicable in.....

*Self Attached*

For G. ENTERPRISE

*Minister Chandrak*  
Proprietor

**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 Sub-Registrar (specify the address of the Sub-Registrar) 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 Sub-Registrar for its registration 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

**21. ENTIRE AGREEMENT :**

This Agreement, along with its schedules, constitutes its 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.

*Self Attested*

For G. ENTERPRISE

*Murli Chandra*

Proprietor



22. RIGHT TO AMEND:

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

23. PROVISIONS OF THE 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/Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment/Plot in case of a transfer, as the said obligations go along with the Apartment/Plot in all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1. The 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 [Annexure C] 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 Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion to the case of other Allottees.

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

25. SEVERABILITY:

*Self Attached*

Per G. ENTERPRISE

*Manish Arora*  
Proprietor

**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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the 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/Plot bears in the total carpet area of all the Apartments/Plots 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.

*Self Attached*

For **G. ENTERPRICE**  
*Manish Choudhary*  
Proprietor



28.PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at th Promoyter’s Office, or at sosme other place, which mayt 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 th office of the Sub-Registrar at simulatanously 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 .....

29. NOTICES:

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

.....Name of Allottee

.....(Allottee Address)

M/s.....Promoter name

.....(Promoter address)

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

*Self Attached*

For G. ENTERPRISE  
*Murli Chandra*  
Proprietor

34.

letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the 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.

31. SAVINGS :

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building as the case may be prior to the execution and registration of this Agreement for Sale for such apartment, plot or building as the case may be, shall not be construed to limit the rights and interest of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

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

*Self Attached*

For G. ENTERPRISE

*Minister Chudruy*  
Proprietor



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.

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 Allottee (including Joint Buyers)

(1) Signature..... Please affix Photographs  
Name..... & sign across the photo  
Address.....

(2) Signature..... Please affix Photographs  
Name..... & sign across the photo  
Address.....

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter

Signature..... Please affix Photographs  
Name..... & sign across the photo  
Address.....

At..... on.....;in the presence of

*Self Attached*

FOR G. ENTERPRISE  
*Minista Chudray*  
Proprietor

## WITNESSES:

1. Signature.....  
 Name.....  
 Address.....
2. Signature.....  
 Name.....  
 Address.....

**SCHEDULE "A"**

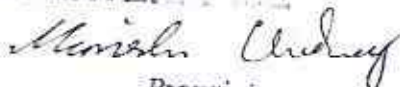
(Details of Entire property after amalgamation)

**ALL THAT** piece and parcel of land measuring about 5(Five) Cottahs 12 (Twelve) Chittackss 25 (Twenty-five ) Sq.ft. with old structures standing thereon (After amalgamation of Premises 25A, Biswas Nursery Lane, Kolkata-700085 and Premises No.25, Haramohan Ghosh Lane, Kolkata-700085 into one Premises which is now known as one and identical Premises No.25, Haramohan Ghosh Lane, Kolkata-700085, P.S. Beliaghata in place of both the Premises) vide Amalgamation Order No. M/035/26-JUN-19/2770 dated 18/10/2019 of KMC and having Assessee No. 11-035-12-0037-6 which is butted and bounded as follows:

**ON THE NORTH :** 26/1, Biswas Nursery Lane  
**ON THE SOUTH:** Haramohan Ghosh Lane  
**ON THE EAST:** 24, Haramohan Ghosh Lane  
**ON THE WEST:** Biswas Nursery Lane

Self Attached

For G. ENTERPRISE

  
 Proprietor



37.

**SCHEDULE – "B"**

(Details of Proposed Flat without Specification)

**ALL THAT** one self contained residential Flat on the ..... Floor being Flat No. .... measuring ..... Sq.ft. more or less super built up area consisting of .....Bed Rooms, ..... Dining-cum-drawing, ..... Kitchen, ..... Verandah, ..... Toilets togetherwith all fitting and fixtures thereto and togetherwith the right to use all easement rights thereto being Premises No. 25, Haramohan Ghosh Lane, Kolkata-700085, P.S. Beliaghata (Details of Specification shown in separate pages).

**ON THE NORTH :**

**ON THE SOUTH:**

**ON THE EAST:**

**ON THE WEST:**

**SCHEDULE "D"**

**SPECIFICATION OF CONSTRUCTIONS**

(Details of construction of building/flat/unit)

- 1. REINFORCEMENT:** Deformed high strength tore-steel will be used for all types of RCC works as per IS Code.
- 2. REINFORCED CEMENT CONCRETE:** All reinforcement should be followed as per sanctioned drawing. The tore-steel 1<sup>st</sup> Class quality the concrete should be cast in proportion stone chips, sand, cement including proper water pouring mixture machine and vibrator should be used for concrete work as and when required as per Building Rules.

*Self Attached*

Mr G. ENTEN...  
*Manish Choudhary*  
Proprietor

3. **SHUTTERING:** Shuttering for the concrete work should be proper thick wood/ply plank making necessary form work in such a manner that minimum leakage is possible from the casting slurry. Proper arrangement should be made for concerning with the support proper.
4. **DAM PROOF COURSE:** 1.1/2" D.P.C. should be of concrete with stone chips, sand, cement with proper water proofing compound of approved quality as and when required at plinth level as per Building Rules.
5. **DRIP COURSE:** The work should be provided in all projected Chajja's and cantilever portion as per B.S. Plan.
6. **BRICK WORK:** All the brickwork should be done by brick with sand and cement mortar. All external walls 8" thick will be as per sanction plan, cement and sand mortar used in the proportion of 1:5 to be used. All internal flat to flat will be of 5" thick and all internal walls will be of 5" thick with cement and sand mortar used in the proportion as per guide line of sanctioned building plan.
7. **PLASTERING:** All outsides plaster will be of required thickness with cement and sand mortar used in the proportion of (1:5). All inside plaster should be of required thickness with cement and sand mortar used proportionately in all the interior will be finished with Wall Putty/Plaster of Parish. The exterior will be finished with decorative Snowcem paint like as bright colour.

Self Attest

for G. ENTERPRISES  
Munishu Chandray  
Proprietor



8. **FLOORING** : All floors will be finished with floor tiles/marble(KUMARY)-medium quality size 2' x 2' including stairs landing W.C. and bath, kitchen, verandah window sill, etc. including cuttings polishing all complete. The skirting should be not less than 6" high all through bath room wall will be 6 ft. height Glazed tiles, kitchen will be 3 ft. height glazed tiles above the cooking table only. The lobby on the ground floor will be provided by floor tiles/Marble(KUMARY).
9. **DOORS AND WINDOWS**: Doors will be provided with good quality Sal wood of 4" x 2x ½" frame. Fennel bonded hot pressed flash door and window will be of Alluminium Frame with Sliding Glass Palla, all main doors will be fitted. Aluminium tower bolts with door eye and other fittings and window will be fitted M.S. Stay handle etc. The Main entrance door of each flat will be provided with flash door with one coat primer paint all other doors only.
10. **ELECTRICAL INSTALLATION**: Will be of copper wire of standard I.S.I. Rules including supplying fixing Switch and junction boxes with necessary any switches and plug and power points. Each bedroom on every floor should be provided with two lights, one fan and one plug point. Bath rooms should be provided with one light, one exhaust fan and one plug point. In the living dining- Two lights, one fan point, one power point, one plug point and in Verandah- one light point and kitchen- one light, one exhaust and one power point.
11. **T.V.** Plug point will be provided in the drawing room or any other place.
12. **TOILET**: All bath rooms will be provided with the white porcelain white commode with lowdown P.V.C./S.S. cistern with other fitting 22" x 15" white

*Self Attached*

For G. ENTERPRISE  
*Manglu Arora*  
 Proprietor

porcelain basin with necessary fittings with water arrangement and fitted with pillar cock and shower including water heater point (Other fittings will be extra charges).

13. **KITCHEN** : A Cooking platform of adequate size with black Kariappa stone will be provided Steel sink (24" x 18" x 8") with draining board and CP tap over the sink will be provided in the entire kitchen. A second CP tap in a suitable position in the kitchen also is provided. The entire kitchen will be provided with a floor tap for draining out the water. In the kitchen glazed tiles would be provided up to a height of 3' feet over the cooking counter only (Extra fittings will be extra charges).

14. **ROOF FINISH**: Roof will be finished with 1/4" chips net cement with proper slopes.

15. **DRAINAGE** : Necessary 4" diameter soil pipe with 2" diameter only to yard gully with necessary traps could and other fittings inspection chamber should be Standard size 0-6" dia with heavy section manhole cover trap could be constructed in the suitable position as directed maintaining the proper depth of invert. All underground pipes (drain should be made of 6" dia S.W./P.V.C. pipe with necessary fittings, jointing should be made with concrete as per Plumbing Engineer and specification.

16. **RAIN WATER/DRAINAGE PIPE** : All rain water pipe; drainage pipe should be 4" dia PVC Pipe fittings and fixed with all special chemical joints including PVC Granting of good quality.

*Self Attached*

For G. ENTERPRISE

*Mishra Anand*

Proprietor



17. **WATER SUPPLY:** The building will be provided with water which is to be obtained from K.M.C. water supply only and stored in underground reservoir, lifted to overhead R.C.C./PVC reservoir with the help of 1 H.P. Motor with pump.

18. **BOUNDARY WALL:** The boundary wall is proposed to be 5' or 6' feet height or as per KMC Rule complete in all respect with finishing.

19. **GATE:** The gate of front side will be of good quality steel with one coat primer and final two coats of Painting only.

20. (Cost of Maintenance of common service facilities to be paid proportionately by the all owners of the flats in the proposed building)

a) Cost of maintenance, repairing, redecorating etc. of the main structures and in particular the gutters, fresh and rain water pipe, drains, sewerages and water storage tanks and electric wiring motor generators and other appliances and passages in or upon the building and enjoyed or used by the purchaser in common with the other occupiers of the flats and the main entrances passage, landing stair cases of the building enjoyed by the purchasers or used by him in common as aforesaid and the boundary walls of the building compound, entrances, etc. from the date of taking possession of the flat.

b) Common right and basement right and common expenses: All deposit/security to obtain permission from CESC for Main Service Line and Cable charges with Meter, KMC, Water Ferule Dept., Drainage, Dept and Building Dept. and to other respective bodies will be divided amongst all the flat owners proportionately and all the flats owners should deposit the said amount to the Owner/Developer before taking possession. For individual meter deposit to CESC to be borne by all

*Self Attested*

For G. ENTERPRISES

*Minshu Chandraj*  
Proprietor

the flat owners along with the above expenses and service charges of the Flat Owners/Purchasers.

c) Cost of maintenance of all electrical lines including Lift, Pump, Motor for lifting of water from underground reservoir to overhead Tank including charges of CESC AND KMC TAXES FOR Water if any.

d) Cost of maintenance and decorating the interior and exterior of the building.

e) Cost of working and maintenance of light and service charges.

f) Mutation, Municipal rates and taxes save those separately assessed for flat.

g) Premium for insurance of the building, if any.

h) Costs and charges of establishment for maintenance of the building and the salaries of all persons employee for the same purpose including salary of the Lift Man.

i) All charges for giving supply of common utilities to individually or to any corporate body as per Government Rules and Regulation.

j) All legal expenses appertaining to the maintenance and protection of the said building and disputes regarding claim and/or demands from the Corporation (K.M.C.)/Government Authority/Authorities and other local Authorities/Bodies.

k) All other expenses and outgoings, maintenance and upkeepment of the building should be paid by the Flat Owners/Purchasers proportionately for the safe guard of the building.

l) All expenses in respect of Maintenance and Repair including Annual Maintenance of Lift. Salary of Lift Man by the Company including consumption of Electric Current for the said purpose should be borne by all the Flat Purchasers of the Building. As well as Security Deposit to CESC and other Authority for the said

*Self Attached*

For G. ENTERPRISES  
*Munish Chakraborty*  
 Proprietor



43.

purpose should be equally divided among the all Flat Purchasers and said amount should be reimburse to the Developer before taking/handing over the said Flat positively.

Self Attached

For G. ENTERPRISE

Mohsin Arif  
Proprietor

**SCHEDULE "C"**  
**(PAYMENT PLAN)**

1. That the Purchaser has this day paid an Advance amount of Rs. ....../- (Rupees ..... ) only as an earnest money against the full amount of consideration money as stated above (i.e. Rs......./- ) only the receipt of which hereunder written, admitted and acknowledged by the First Part/Owner herein in the Memorandum Column and extra 5% GST will be borne by the Second Part/Purchaser and it has been shown separately as per GST Rules (as imposed by the GST Authority on the Real Estate in West Bengal ).
2. That the Purchaser/s also agree/s to pay the balance amount i.e. Rs. ....../- (Rupees ..... ) only towards the cost of the said Flat in the following manners along with 5% GST Extra/Separately for the said amount in case of each Installments/Transactions as per Rule :-
  - a) Out of the aforesaid balance amount, the rest amount Rs. ....../- shall be paid by the Purchaser on or before starting of RCC Foundation on Plinth Level.
  - b) The rest amount Rs. ....../- shall be paid by the Purchaser on or before starting of RCC Casting of First Floor.
  - c) The rest amount Rs. ....../- shall be paid by the Purchaser on or before starting of RCC Casting of Second Floor.
  - d) The rest amount Rs. ....../- shall be paid by the Purchaser on or before starting of RCC Casting of Third Floor.
  - e) The rest amount Rs. ....../- shall be paid by the Purchaser on or before starting of RCC Casting of Fourth Floor.
  - f) The rest amount Rs. ....../- shall be paid by the Purchaser on or before starting of Brick work of the said flat.

*Self Attached*

For G. ENTERPRISE

*Muhammad Arif*  
Proprietor



45.

- g) The rest amount Rs. ..../- shall be paid by the Purchaser on or before starting of Plastering, door and window job within the said flat.
- h) The rest amount Rs. ..../- shall be paid by the Purchaser on or before starting of Flooring, Electrical wiring, etc. work within the said flat.
- i) The rest amount Rs. ..../- shall be paid by the Purchaser on or before starting of Plumbing work within the said flat.
- j) The rest amount Rs. ..../- shall be paid by the Purchaser on or before execution of the Deed of Registration of the said Flat or on the date of handing over of the possession of the respective Flat (which one will be earlier).

*Self Attestation*

For G. ENTERPRISE

*Masirud Uddin*  
Proprietor