

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ day of _____, 20____.

By and Between

TARACHAND ESTATES PRIVATE LIMITED (CIN _____ and Income Tax PAN AADCT6207E), a Private Limited Company incorporated under the Companies Act 1956 and an existing company within the meaning of the Companies Act 2013, having its registered office at Room No. 5A, Stephen House, 4 B.B.D. Bag East, Kolkata – 700 001, duly represented by its director namely **Mr. YOGESH JALAN (Date of Birth: 25-05-1969, Income Tax PAN AESPJ6165K and Aadhaar No. 238999558983)**, son of Mr. Tarachand Jalan, by faith: Hindu, by occupation: Business, working for gain at Room No. 5A, Stephen House, 4 B.B.D. Bag East, Kolkata – 700 001, hereinafter referred to as the "**PROMOTER**" (which term or expression shall, unless excluded by and/or repugnant to the subject or context, be deemed to mean and include its successor(s) in interest/ office and assigns) of the **FIRST PART**;

AND

[If the Allottee is the company]

_____(CIN _____), a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory _____ (Aadhaar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees) of the **SECOND PART**:

[or]

[If the Allottee is the Partnership Firm or a LLP]

_____ a partnership firm (or a Limited Liability Partnership) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at _____ (PAN _____), represented by its authorized Partner, _____ (Aadhaar No. _____) authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees including those of the respective partners) of the SECOND PART:

[or]

[If the Allottee is an Individual]

(1) Mr. / Ms. _____ (Aadhaar No. _____) son / daughter of _____, aged about _____, residing at _____, PAN _____) and (2) Mr. / Ms. _____ (Aadhaar No. _____) son / daughter of _____, aged about _____, residing at _____, PAN no. _____) hereinafter jointly referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, and permitted assignees) of the SECOND PART:

[or]

[If the Allottee is a HUF]

Mr. _____ (PAN _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/ residing at _____, PAN _____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Heirs, representatives, executors, administrators, successor in interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns,) of the SECOND PART:

The Promoter and the Allottee shall hereinafter collectively be referred to as the "parties" and individually as a "party".

WHEREAS:

- A. The Promoter herein purchased and acquired **ALL THAT** the Municipal Premises No. 165, By and under a Deed dated 28th January 2011 registered with the office of the Additional Registrar of Assurances-II, Calcutta and recorded in Book No. I, CD Volume No. 6, Pages from 2930 to 2956, being No. 01416 for the year 2011, between Deepak Basu, the Receiver appointed by the order dated 24th January 1973 by Hon' ble High Court at Calcutta in Partition and Administration Suit No. 373 of 1971, therein referred to as the 'Vendor' of the first part and Ira Mullick, Prashanta Kumar Dutt, Souvik Kumar Dutt, Sraboni Dutta alias Sujata Duttam Sumitra Roy, Sharmistha Dhar alias Sharmistha Roy, therein collectively referred to as the 'Confirming Party' of the second part and M/s Tarachand Estates Private

Limited, therein referred to as the 'Purchaser' of the third part, the said Tarachand Estates Private Limited purchased and acquired **ALL THAT** the piece and parcel of land and hereditament measuring about a land area of 15(fifteen) cottah 13(thirteen) chittacks 7(seven) sq. ft. be the same a little more or less, together with the building standing thereupon lying and situate at the Municipal Premises No. 263, Bipin Behari Ganguly Street, Kolkata – 700 012 (hereinafter referred to as the said **PROPERTY/PREMISES** and morefully mentioned and described in the **FIRST SCHEDULE** hereunder written).

- B. In the events recited hereinabove, the said Tarachand Estates Private Limited, the Promoter herein became entitled to entirety of the said Premises.
- C. The said Premises has been mutated in the name of the Promoter herein with the records of the Kolkata Municipal Corporation under assessee number 110440200473.
- D. The said Premises has been mutated in the name of the Transferor herein with the records of the Kolkata Municipal Corporation under assessee number 110440200473.
- E. The old building at the said Premises was occupied by various tenants/occupants and was lying in a dilapidated and precarious condition and the Kolkata Municipal Corporation had declared the existing building at the said Premises as the dangerous one by issuance of the notices under section 411 of the Kolkata Municipal Corporation Act, 1980.
- F. The Promoter and the tenants/occupants of the existing building at the said Premises had come to an understanding in terms of which it was intended to construct a new building at the said Premises upon demolition of the existing building/structure and the tenants/occupiers had agreed to vacate their occupied portions and the Promoter had agreed to rehabilitate them in the portions of the new building at the said Premises.
- G. Accordingly, the Promoter herein applied for and obtained sanction of a plan bearing No. 2024050005 dated 7th June 2024, for construction of a new building at the said Premises and has commenced construction of the new building at the aid Property/Premises, hereinafter referred to as the said **Project**.
- H. 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 land on which the Project is being constructed, has been completed.
- I. The Promoter agrees and undertakes that, it shall not make any changes to the aforesaid plan except in strict compliance with section 14 of the Real Estate Regulation Act 2016 ("**the Act**") and other laws as applicable.
- J. The Promoter has registered the Project with the Real Estate Regulatory Authority at Kolkata under No. _____.

The Allottee, has applied for a unit in the Project and has been allotted the unit measuring a carpet area of _____ sq. ft. be the same a little more or less, being Unit No. ____ on _____ floor in the Building and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act and mentioned in the **SCHEDULE 'C'** hereunder written (hereinafter for the sake of brevity referred to as the "**Unit**"/"**Apartment**") and mentioned in the **SCHEDULE 'B'** hereunder written and the floor plan of the Unit is annexed hereto and marked with the **Annexure – 'A'**.

- K. The Allottee acknowledges and confirms to abide by the covenants and obligations mentioned in the **SCHEDULE 'H'** hereunder written and shall also comply with the rules and regulations for use and enjoyment of the Unit in the list marked as **Annexure – 'B'** which shall be construed as the covenants running with the title of the Unit.
- L. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.

- M. 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.
- N. The parties, rely on the confirmations, representation and the assurances of each other to faithfully abide by all the terms, conditions, and stipulation contained in the agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.
- O. 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 Unit in the **Schedule 'B'** hereunder written.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises, and agreements contained herein and other good and valuable considerations, the parties agree as follows:

1. TERMS

- 1.1 Subject to terms and conditions as detailed in this agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Unit as specified in the **Schedule 'B'** hereunder written;
- 1.2 The Total Price for the Apartment/Unit and appurtenances based on the carpet area is Rs. _____/= (Rupees _____ only) ("**Total Price**"):

Apartment/Unit and appurtenances details	Amount
Unit No. _____ Floor – _____ floor	Rs. _____/=
Consolidated Price without GST in Rupees	Rs. _____/=
GST as per prevailing rates	Rs. _____/=
Total Price in Rupees	Rs. _____/=

Explanation:

- I. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Unit;
- II. The Total Price above includes taxes consisting of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter up to the date of handing over the possession of the Unit to the Allottee.
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;
- III. The Promoter shall periodically intimate to the Allottee, the amount payable as stated herein above and the Allottee shall make payment within 30 (thirty) days from the date of

- such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- IV. The Total Price of Unit includes: 1) pro – rata share of the common areas as defined under clause (n) of section 2 of the Act;.
 - V. 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 be applicable on subsequent payments.
The security deposit and charges for individual electricity meters shall be paid by the Allottee to the service provider/concerned authority (CESC or WBSEDCL, as the case maybe), and in case the service provider / concerned authority decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub-meters to the individual Allottees, the Allottee shall be required to pay proportionate share of the security deposit and charges to the Promoter.
 - VI. If prior to execution of the conveyance, the Allottee(s) nominates his/their booked Apartment/ Unit unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter. However the first 18 (eighteen) months from the date of Application/Booking shall be a Lock-in Period during which time the Allottee shall not be permitted to nominate in favor of any third party. At the time of nomination, the new purchaser/allottee will be compulsorily required to register the Agreement for Sale/Nomination Agreement. The Allottee shall pay a sum calculated @ ____% of the Total Price (the cumulative sum of the amounts payable by the nominee(s) to the Allottee and the Promoter) plus applicable taxes (if any), as and by way of nomination fees to the Promoter.
 - VII. Specifications: The tentative specification is as given in the **SCHEDULE 'F'** hereunder written. 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 quality of the substituted materials or specifications is equivalent or higher than the quality of materials and specifications as set out in the Schedule 'F' hereunder written.
 - VIII. The Allottee(s) shall make the payment as per the payment plan set out in **the SCHEDULE 'C'** hereunder written ("**Payment Plan**").
 - IX. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 6% (six per cent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
 - X. It is agreed that the Promoter shall not make any additions and alteration in the sanctioned plan, layout plans of the Project and specifications and the nature of fixtures, fittings and amenities described herein in respect of the Unit or the Project without the previous written consent of the Allottee as per the provision 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 and for that the Allottee gives his/her/its/their consent.
 - XI. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy/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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules framed under the Act ("**the Rules**"), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

- XII. Subject to the terms and conditions contained herein, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment/Unit;
 - (ii) The Allottee shall also have undivided proportionate variable share in the Common Areas/Common Amenities and Facilities. Since the share / interest of Allottee in the Common Areas/ Common Amenities and Facilities is undivided and cannot be divided or separated, the Allottee shall use the Common Areas/ Common Amenities and Facilities 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/ Common Amenities and Facilities to the association/maintenance company of Allottees after duly obtaining the occupancy/completion certificate from the Competent Authority as provided in the Act. Further, the right of the Allottee to use the Common Areas/ Common Amenities and Facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the Common Areas/ Common Amenities and Facilities to the association/maintenance company of Allottees as provided in the Act;
 - (iii) The computation of the price of the Apartment/Unit includes recovery of price of land, construction of not only the Apartment/Unit but also the Common Areas/Common Amenities and Facilities, external development charges, taxes, cost of providing electric wiring, fire detection and fire-fighting equipment in the Common Areas/ Common Amenities and Facilities and includes cost for providing all other facilities as provided in the Project.
- XIII. It is made clear by the Promoter and the Allottee agrees that the Apartment/Unit along with Parking Space (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the said Project is an independent, self-contained project covering the said 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. It is clarified that Project's infrastructure, services, facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.
- XIV. It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with the Competent Authority under the West Bengal Apartment Ownership Act, 1972 (if applicable).
- XV. The Promoter shall be entitled to obtain any finance or loan from the banks, financial institutions or from other sources against the said Project and to offer the land in the Project along with the construction thereon or any part thereof as security (including by way of a mortgage or charge) to any credit/financial institution, bank or other person/body, who has advanced or may advance credit, finance or loans to the Promoter. The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment/Unit to the Allottees, which it has collected from the Allottees for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the

Apartment/Unit or the Project , as the case may be). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees for any liability, mortgage loan and interest thereon (or obtain NOC for the same) before transferring the Apartment/Unit 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.

- XVI. The Allottee has paid a sum of Rs. _____ (Rupees _____ only) being part payment towards the Total Price of the Apartment/unit at the time of application the receipt of which the Promoter has acknowledged and the Allottee hereby agrees to pay the remaining amounts of the Total Price of the Apartment/Unit as prescribed in the Payment Plan 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, he shall be liable to pay interest at the rate specified in the Rules.
- XVII. It is agreed between the parties that the specific location of the parking spaces (if any), the right to which is expressly agreed to be granted under this agreement for use by the Allottee, shall be identified solely by the Promoter at the time of delivery of possession of the Apartment/Unit to the Allottee, and such identification (if any) shall be final and binding on the Allottee.

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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque /demand draft or online payment (as applicable) in favour of "**TARACHAND ESTATES PRIVATE LIMITED**" payable at Kolkata.

The Allottee shall have the right to obtain home loan finance and/ or financial assistance from any bank/ financial institution as approved by the Promoter from time to time for the purpose of creating mortgage in respect of the Apartment/Unit provided however the Allottee shall observe and perform and perform the covenants, obligations, restrictions, stipulations, terms and conditions including payment of all amounts stated in this Agreement and in no event shall the Promoter assume any liability and/or responsibility for any such loan or financial assistance availed by the Allottee. 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 the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment/Unit 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.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in regard to matters specified in this para as above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the 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 Apartment/Unit applied for herein in any way and the Promoter shall be issuing the payment receipts 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/Unit, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its/their payments in any manner.

5. TIME IS ESSENCE

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project within _____ with a grace period of 3(three) months ("**Completion Date**") and towards handing over the Apartment/Unit to the Allottee and the Common Areas/Common Amenities and Facilities in the Project to the association/maintenance company of the Allottees after receiving the occupancy/completion certificate, as the case may be. Similarly, the Allottee shall make timely payment of installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to simultaneous completion of construction by the Promoter as provided in the Payment Plan.

If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest as per the Rules.

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft/Banker's Cheque of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 1000/- (Rupees One Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any

manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

6. CONSTRUCTION OF THE PROJECT / APARTMENT/UNIT

The Allottee has seen the specifications of the Apartment/Unit and accepted the floor plan, layout plan Payment Plan and the specifications, amenities and facilities, along with this Agreement as may be 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. 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, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Act and rules thereunder and shall not have an option to make any variation / alteration / modification in such plans except in the manner provided under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

The Promoter shall provide electricity load of ____ KVA and generator load of ____.

7 POSSESSION OF THE APARTMENT/UNIT/ PLOT

Schedule for possession of the Apartment/Unit: The Promoter agrees and understands that timely delivery of possession of the Apartment/Unit to the Allottee is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment/Unit within the Completion Date unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or order, rule, notification of the Government and/or other public or competent authority/court and/or 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/Unit, 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. 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.

Procedure for taking possession:

Possession for Fit-Out: In case the Allottee seeks permission for carrying out Fit-Out within his Apartment/Unit, he will be permitted to do so only upon payment of the Total Price, other charges/amounts and deposits as provided herein and also the requisite Stamp Duty and registration and other charges payable on registration which shall be kept deposited by the Promoter in a designated Account till registration. During this time the Allottee will not be entitled to use the Apartment/Unit till Completion/ Occupancy Certificate is received and Deed of Conveyance is executed.

The Promoter, upon obtaining the Completion/ Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment/Unit to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such certificate subject to payment of all amounts due and payable under this Agreement and registration of conveyance deed. 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 agrees to pay the

maintenance charges as determined by the Promoter/ association/maintenance company of Allottees, as the case may be, after the date of issuance of Completion/ Occupancy Certificate / notice of possession.

At the time of execution/registration of conveyance of any part of portion of the Common Areas/Common Amenities and Facilities to the association/maintenance company, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the association/maintenance company on such conveyance or any document or instrument of transfer.

Deemed Possession: It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment/Unit within the date such possession is offered by the Promoter, the Allottee shall be deemed to have taken possession on the last day of the time for taking possession stipulated in such notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment/Unit, will be deemed to be the possession date ("Possession Date"). On and from the Possession Date:

- (a) The Allottee shall become liable to pay the Maintenance Charges as applicable in respect of the Apartment/Unit and the Common Areas/Common Amenities and Facilities on and from the deemed Possession Date;
- (b) After taking possession / deemed possession, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of Building /Project i.e. local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, maintenance expenses, and all other expenses necessary and incidental to the management and maintenance of the Building /Project. The amounts so paid and/or Deposits made on this account to the Promoter shall not carry any interest and such Deposit shall remain with the Promoter and the surplus/deficit (if any) shall be transferred to the association/maintenance company.

Failure of Allottee to take the possession of Apartment/Unit: Upon receiving a written intimation from the Promoter as aforesaid, the Allottee shall take possession of the Apartment/Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and/or prescribed in this Agreement and the Promoter shall give possession of the Apartment/Unit to the Allottee. In case the Allottee fails to take possession within the time provided hereinabove, the Allottee shall continue to be liable to pay applicable maintenance charges, municipal tax and other outgoings.

Possession by the Allottee: After obtaining the Completion/ Occupancy Certificate and handing over physical possession of the Apartment/Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas/Common Amenities and Facilities to the association/maintenance company of the Allottees on its formation or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any default of the Promoter, the Allottee shall serve a 90 (ninety) days' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the promoter herein is entitled to forfeit 10% of the consideration and the applicable GST on such cancellation charges. The balance amount of money paid by the Allottee after the aforesaid deductions shall be returned by the Promoter to the Allottee within 45 days of such cancellation subject to the Allottee executing necessary document for cancellation of the sale agreement executed by him/her with the Promoter. The Promoter shall not be liable for refund of the amount of stamp duty and registration fees paid by the Allottee for this Agreement.

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 Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment/Unit (i) in accordance with the terms of this Agreement, duly completed by the Completion Date; or (ii) due to discontinuance of their business as developers 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 Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the amounts received by him in respect of the Apartment/Unit, with interest at the rate prescribed in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment/Unit which shall be paid by the Promoter to the Allottee within 45 days of its becoming due or adjusted from future installments payable by the Allottee.

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 land of the Project and the requisite authority and rights to carry out development upon the land of the Project and absolute, actual, physical and legal possession of the 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 land of the Project;
- (iv) There are no litigations pending before any court of law that will materially affect the said land, project or the Apartment/Unit at present;
- (v) The approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following the 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, Building and Apartment/Unit and Common Areas/Common Amenities and Facilities`;
- (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 other agreement/ arrangement with any person or party with respect to the Apartment/Unit, 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 Apartment/Unit to the allottee in any manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, possession of the Apartment/Unit to the Allottee. The common areas/ common parts and facilities shall be handed over to the association/maintenance company of the Allottees;

- (x) The land of the Project is not the subject matter of any Hindu Undivided Family and that no part thereof is owned by any minor and/ or minor has any right, title and claim over the same;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates and other monies, levies, impositions, premiums, damages and/ or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till completion/ occupancy certificate of Project has been issued and/or notice of possession has been issued;
- (xii) No notice from the Government or any local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the land of the Project) has been received by or served upon the promoter in respect of the land of the Project;
- (xiii) That the land of the Project is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:

- (i) In spite of due observance of the terms and obligations of the Allottee under this agreement, the Promoter fails to provide ready to move possession of the Apartment/Unit to the Allottee within the Completion Date or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authorities. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment/Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications as agreed to between the parties as certified by the Architect and for which the Completion / Occupancy Certificate has been issued by the Competent Authority.
- (ii) Discontinuance of the promoters' business as developers on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.1 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 Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment/Unit, alongwith interest at the rate specified in the rules within forty-five days of receiving the termination notice subject to allottee fulfilling all formalities on its part as mentioned in this Agreement;

Provided that where the Allottee does not intend to withdraw from the Project or terminate the agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over the possession of the Apartment/Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due or adjusted from future installments payable by the Allottee. Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to

approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

9.2 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 more than 15 days from scheduled date and 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 to pay interest to the promoter on the unpaid amount at the rate specified herein.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the promoter in this regard, the promoter shall cancel the allotment of the Apartment/Unit in favour of the Allottee and refund the amount of money paid to him by the Allottee by deducting the booking amount of 10% of total consideration and interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination. The remaining balance amount of money refundable (if any) shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE APARTMENT/UNIT

The Promoter on receipt of the entirety of the Total Price of the Apartment/Unit under the Agreement from the Allottee, shall execute a conveyance deed drafted and prepared by the Promoter's advocate/consultant and convey the title of the Apartment/Unit within 3 (three) months from the date of issuance of the Completion / Occupancy Certificate, to the Allottee. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE BUILDING / APARTMENT/UNIT/ 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/maintenance company. In case the formation of the association/maintenance company is delayed beyond the said period due no fault of the Promoter; the Promoter may provide and maintain the essential services in the said Project till the association/maintenance company is formed and the said Project is handed over to the association/maintenance company and the Allottees shall be liable to pay to the Promoter or Maintenance in charge, the charges for such maintenance as fixed by the Promoter.

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 handing over possession, it shall be the duty of the Promoter to rectify such defects through the structural engineer 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. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not attributable to the Promoter.

12.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment/Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained herein.

12.3 It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee or its nominee/agent, (iii) cases of force majeure, (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS/COMMON PARTS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

13.1 The Allottee hereby agrees to purchase the Apartment/Unit on the specific understanding that his/ her/its/their rights to the use of the Common Areas/ Common Amenities and Facilities shall be subject to timely payment of total maintenance charges/common expenses as mentioned in the **SCHEDULE 'E'** hereunder written, as determined and thereafter billed by the maintenance agency appointed or the association/maintenance company of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/ her/its/their obligations in respect of the terms and conditions specified by the association/maintenance company of allottees from time to time.

13.2 The Promoter shall also be entitled to the rights and privileges (Reserved Rights) morefully mentioned in the **Schedule-"G"** hereunder written.

14. RIGHT TO ENTER THE APARTMENT/UNIT FOR REPAIRS

The Promoter/ association/maintenance company shall have rights of unrestricted access of all common areas/ common parts and facilities, parking spaces etc. for providing necessary maintenance services and the Allottee agrees to permit the association/maintenance company to enter into the Apartment/Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of basement and service areas: The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, 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 or specifically sanctioned for some other use and allotted for that purpose to any Allottee, and the same shall be reserved for use by the association/maintenance company formed by the allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/UNIT:

- 16.1 The Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Unit at his/ her cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment/unit, or the Common Areas/ Common Amenities and Facilities which may be in violation of any laws, rules, of any authority or change or alter or make additions to the Apartment/unit and keep the Apartment/Unit, 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 damages or jeopardized. The Allottee, further undertakes, assures and guarantees that he/ she/it/they 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, building therein or common areas/ common parts and facilities. 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 hazardous or combustible goods in the Apartment/Unit or place any 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/Unit. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the association/maintenance company of allottees. The Allottee shall be responsible for any loss or damage arising out of breach of any aforesaid conditions.
- 16.2 Internal wiring for electrification will be provided for each Apartment/Unit. However, the Allottee shall have to apply to the concerned electricity authority / provider individually for obtaining supply of power and the meter for their respective Apartment/Unit. The Allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same.
- 16.3 Name of the Project: Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the name of the Project shall be decided by the Promoter and the Promoter shall further erect or affix Promoter's name board at suitable places including boundary walls, as decided by the Promoter.
- 16.4 The Allottee's liability to pay the taxes, outgoings, other charges etc in respect of the Apartment/Unit as aforesaid will always be on the Allottee and if for any reason respective recovering authority get the same recovered from the Promoter in such circumstances, the Promoter herein shall be entitled to recover the same from the Allottees alongwith interest thereon at the prime lending rate of SBI plus 2% per annum and Allottees shall pay the same to the Promoter within the stipulated period as may be informed by the Promoter to the Allottees in writing and the obligation of the Allottee to pay such amounts to the Promoter shall be deemed to be the charge upon the Apartment/Unit.
- 16.5 Air Conditioning: If the Apartment/Unit has been provided with a ledge for split air conditioning system with suitable provision for keeping outdoor units of the AC system, the Allottee shall have to strictly follow the same while installing AC units.

17.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Parties are entering into this agreement for the allotment of an Apartment/Unit with the knowledge of all laws, rules, regulations, notifications applicable to the project in general and this Project in particular. That the Allottee hereby undertakes that he/ she shall comply with and carry out, from time to time after he/ she has taken over for occupation and use the Apartment/Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment/Unit at his/ her own cost.

18. 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 has been approved by the competent authority(ies) save and except as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, the Promoter shall not mortgage or create a separate charge on this Apartment/Unit 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/Unit.

20. APARTMENT/UNIT OWNERSHIP ACT

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the applicable law. The Promoter shall comply various laws/regulations as applicable in the state of West Bengal.

21. 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 schedule 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 for the same before the concerned 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 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 the 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.

22. ENTIRE AGREEMENT

This Agreement, along with the 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, implied or oral, if any, between the Parties in regard to the Apartment/Unit.

23. RIGHT TO AMEND

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

24. 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment/unit, in case of a transfer, as the said obligations go along with the Apartment/Unit for all intents and purpose.

25.WAIVER NOT A LIMITATION TO ENFORCE

- 25.1 The Promoter may, at its sole option and discretions, 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 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 in the case of other allottees.
- 25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

26.SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made hereunder 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.

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

Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottees in the Project, the same shall be the proportion which the carpet area of the Apartment/Unit bears to the total carpet area of all the Apartments/unit in the project.

28.FURTHER ASSURANCES

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

29.PLACE OF EXECUTION

The execution of this agreement shall be complete only upon its execution by the 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 Kolkata 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 Additional District Sub-Registrar/ District Sub Registrar as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.

30.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 specified below:

In case of Allottee:

_____,
_____.

In case of the Promoter:

TARACHAND ESTATES PRIVATE LIMITED

Room No. 5A, Stephen House, 4 B.B.D. Bag East,
Kolkata – 700 001.

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 be deemed to have been received by the Promoter or the Allottee, as the case may be.

31. 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/it/them which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

THE SCHEDULE 'A' ABOVE REFERRED TO **(said PROPERTY/PREMISES)**

ALL THAT the piece and parcel of land and hereditament measuring about a land area of 15(fifteen) cottah 13(thirteen) chittacks 7(seven) sq. ft. be the same a little more or less, together with the building standing thereupon lying and situate at the Municipal Premises No. 263, Bipin Behari Ganguly Street, Kolkata – 700 012, P.S. – Bowbazar, Ward No. 44, Assessee Number 110440200473 within the municipal limits of the Kolkata Municipal Corporation, butted and bounded, by as follows:-

On the North : By premises No. 29/3 Giri Babu Lane;

On the East : Partly by Premises No 262 A & B Bipin Behari Ganguly Street and partly by 30
& 31 Giri Babu Lane;

On the South : By Bipin Behari Ganguly Street;

On the West: Party by premises Nos. 264B to 264F Bipin Behari Ganguly Street and party by 10/3A Phear Lane.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SCHEDULE 'B' FLOOR PLAN

(attached separately)

**THE SCHEDULE 'C' ABOVE REFERRED TO
(PAYMENT PLAN)**

Schedule of Payment of the Total Price			
No	Particulars	Percentage	Due Within
1	Booking Amount	10%	-
2	After execution of Agreement for Sale	10%	30 days
3	On completion of Foundation of the block	10%	30 days
4	On completion of Casting of Ground floor roof Slab	10%	30 days
5	On completion of Casting of 1 st floor roof slab	10%	30 days
6	On completion of Casting of 2 nd floor roof slab	10%	30 days
7	On completion of Casting of 3 rd floor roof slab	10%	30 days
8	On completion of Casting of 4 th floor roof slab	10%	30 days
9	On completion of Casting of 5 th floor roof slab	10%	30 days
10	On Possession/registration whichever is earlier	10%	30 days

Note : GST or any other statutory taxes shall be charged extra as levied by the Government at a rate, applicable on the date of the demand.

**THE SCHEDULE 'D' ABOVE REFERRED TO:
(COMMON AREAS/COMMON AMENITIES AND FACILITIES)**

- (a) Paths and passages, lobbies, staircase, staircase landing, entrance of the new building;
- (b) Stair head room, electric meter room, pump room, transformer room, generator room;
- (c) Lift machine room, lift chute and lift well;

- (d) Beams, supports, columns, main walls.
- (e) Installation of common services such as water sewerage drainage municipal ducts etc.;
- (f) Electrical installations including wiring and accessories for receiving electricity from Electricity Supply Agency or Generator(s)/ Standby Power Source to all the units in the new building and the common areas within or attributable to the new building and electrical wiring and accessories for lighting of common areas.
- (g) Fire-fighting equipment and accessories.
- (h) Any other area, facilities and amenities provided by the Promoter for common use and enjoyment of all occupants/co-owners of the new building.

THE SCHEDULE 'E' ABOVE REFERRED TO:
(COMMON EXPENSES/MAINTENANCE CHARGES)

- a. The expenses of maintaining, minor repairing, renewing the main structure and in particular the drainage, water supply system, supply of electricity to all Common Areas and Amenities;
- b. The expenses of repairing, maintaining, white-washing and colour washing of the main structure, exterior and common areas of the Building and the Common Areas and Amenities;
- c. The cost of cleaning and lighting the entrance of the Building and the passages and other spaces around the lobby, corridors, stair-case lift and other common areas of the Building and the Common Areas and Amenities;
- d. The cost of insuring any risk with regard to the Building and the utilities and apparatus installed thereat;
- e. Cost of maintaining lift, generator, electrical installations, pumps and other common facilities and essential services in the Project;
- f. Salaries, wages, fees and remuneration of darwans/security persons, liftman, sweepers, plumber, electricians, accountant, caretakers, gardeners, or other persons whose appointment may be considered necessary for maintenance and protection of the Building and administration and management of the affairs thereof;
- g. The rates taxes and outgoings assessed charged and imposed for the Common Areas and Amenities of the Building;
- h. The cost and expenses of keeping and maintaining the records of the common expenses, costs of billing collection and recovery of such common expenses including costs of staffing and running the Holding Organization and expenses (statutory and non-statutory expenses) for the Holding Organization;
- i. All expenses for the administration, management, maintenance and operation of the Common Areas Amenities and Installations in the Project, including electricity, personnel costs etc.;
- j. All expenses towards electricity costs etc.;
- k. The cost, expenses and charges for installation of any additional common facilities and amenities in the Project;
- l. The cost, expenses and charges for compliance of various statutory provisions and the orders, rules formulated by competent authorities applicable in respect of the Project;
- m. All expenses of common services and common facilities and amenities;
- n. Such expenses as are necessary or incidental for the maintenance or up keeping of the Project and/or the common areas and amenities thereof.

THE SCHEDULE – 'F' ABOVE REFERRED TO
(SPECIFICATIONS OF THE UNIT)

STRUCTURE – RCC frame with brick built structure.

FLOORING – Vitrified tiles/Marble of good quality.

GROUND FLOOR LOBBY – Marble/vitrified tiles.

STAIRCASE – Kota stone.

DOORS OF ALLOTTED PORTION- Decorative main door, others wooden framed enamel painted flush doors.

ELECTRICALS - Concealed copper wiring with PVC insulated copper conductor cable, modular switches.

WINDOWS OF ALLOTTED PORTION - Aluminum sliding windows with clear glass and grills.

POP – Plaster of Paris on walls of the Unit/Apartment

LIFTS – Lifts of reputed make.

THE SCHEDULE– ‘G’ ABOVE REFERRED TO
(RESERVED RIGHTS)

The Promoter will be entitled to following easements and other reserved rights as provided hereunder:

- (1) The right to the free and uninterrupted ingress, egress and easement and running of all appropriate services and supplies from and to the passage and other common areas/ common amenities and facilities;
- (2) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the units and the common areas/ common amenities and facilities as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas/ common amenities and facilities as may be necessary to provide necessary vehicular access thereto, provided however that such easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (3) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables (laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies for the benefit of any part of the Building/Project.
- (6) The right of the Promoter/ association/maintenance company and all persons authorized by it at reasonable times and on reasonable notice to enter the Unit for carrying out work for which the Promoter/ association/maintenance company is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access if so required.
- (7) The right of support, shelter and protection which each portion of the building gives to other parts of the Building/Project.
- (8) The right to build or alter or deal with the Building/Project even if this affects the light and air coming to the Unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the Unit.
- (9) The free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Project and/or the Unit;
- (10) The right to erect scaffolding for the purpose of repair, cleaning or painting the Building/Project notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Unit;
- (11) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name on the roof, elevation and the identified wall surfaces and within the lobby of the building of the Project.

THE SCHEDULE – ‘H’ ABOVE REFERRED TO:

(ALLOTTEE'S COVENANTS, OBLIGATIONS AND ACKNOWLEDGEMENTS)

1. The Allottee has prior to execution of this Agreement already inspected and got himself/herself/itself/themselves satisfied about the physical nature and measurement of land at the said Property and has also made necessary and relevant enquiries and has accepted the specifications of the materials to be used, measurements, dimensions, designs, drawings and boundaries of the Project. The Allottee has appraised himself/herself/itself/themselves about the title documents, the sanctioned plan with its revalidation/revision and all other necessary documents and agreements and has fully satisfied himself/herself/itself/themselves about all aspects of the Project including:
 - a) the title of the Promoter in respect of the said Property;
 - b) the right, title and entitlement of the Promoter in respect of the Unit and the said Property;
 - c) the Plan;
 - d) the Carpet Area, Built-up Area and corresponding chargeable area of the Unit;
 - e) the Specifications;
 - f) the common areas/ common amenities and facilities;
 - g) the Project details;
 - h) the right, title and interest which the Allottee is going to obtain in respect of the Apartment/unit;
 - i) the entitlement of the Promoter to enter into this agreement; and
 - j) the terms and conditions of this Agreement.
2. The Allottee acknowledges that the Allottee shall abide by the charges, rules and regulations framed by the Promoter or association/maintenance company from time to time for the use and enjoyment of the common areas/ common parts and facilities.
3. The Allottee has represented and assured the Promoter that the Allottee is legally and otherwise competent to enter into this agreement and has adequate financial capacity to purchase and acquire the Unit and has adequate competence to fulfill his/ her/ its/ their obligations under this Agreement.
4. The Allottee is entering into this agreement with full knowledge of all laws, rules, regulations and notifications applicable to the projects in general and the Project in particular.
5. The Allottee shall furnish copies of requisite documents, information and details relating to its identity including PAN and Aadhaar card as required by the Promoter from time to time.
6. The Allottee shall abide by and comply with all applicable rules, regulations and statutes as laid down and notified by the appropriate governments or its departments from time to time relating to purchase of the Unit and remittance of funds.
7. The Allottee shall further abide by and comply with all applicable rules, regulations and statutes as laid down and notified from time to time for usage, maintenance, possession and enjoyment of the Unit and shall keep the Promoter saved secured indemnified and harmless in this regard.
8. The Allottee hereby undertakes to comply with and carry out from time to time, after the Allottee has taken over the possession of the Unit, all the requirements, requisitions, demands and repairs as required by any development, environment, statutory, municipal, government and/or competent authority, at his/her/its/their own costs and shall keep the Promoter and the Project indemnified, secured and harmless against all costs, consequences and damages on account of non-compliance with the said requirements, requisitions, demands and repairs.
9. The Allottee hereby declares and confirms that the Promoter has, prior to the execution hereof, specifically informed the Allottee that the Promoter will be entitled to erect/provide space for electric sub-station/transformer in the Project and that the same shall be handed

over to the West Bengal State Electricity Distribution Company Ltd/Calcutta Electric Supply Corporation or any other service provider or appropriate authority. Consequently the workmen, staffs, employees and agents of the West Bengal Electricity Distribution Company Ltd/Calcutta Electric Supply Corporation or the any other service provider or appropriate authority shall at all times thereafter, have the right and authority to enter upon the Project for the purpose of access to and from any proposed electric installation and the Allottee hereby consents and agrees to the same and neither the Allottee nor the association/maintenance company shall raise any dispute or objection to the same.

10. The Allottee shall not in any manner cause objection in the construction or completion of the Building(s)/ Project nor shall commit breach of any of the terms and conditions herein contained. In the event of any neglect or default on the part of the Allottee or because of any act or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or demising other units/constructed areas to the transferees, then and in that event without prejudice to other rights of the Promoter in this regard, the Allottee shall be liable to indemnify and compensate the Promoter for all losses, damages, costs, claims demands, actions and proceedings that may be suffered or incurred by the Promoter.
11. The Allottee shall bear and pay all cost and expenses of stamp duty, registration charges and other statutory fees and other incidental expenses in relation to preparation, execution and registration of this agreement, any other documents and the proposed deed of conveyance for the transfer of the Unit in favour of the Allottee.
12. The Allottee shall bear and pay a sum of Rs. _____/= (Rupees _____ only) to the person nominated by the Promoter towards the documentation charges for the preparation of this agreement, the proposed deed of conveyance and other necessary documents for transfer of the Unit. The Allottee shall further pay such amounts (estimated as a sum of Rs. 5,000/-) to the person nominated by the Promoter towards miscellaneous expenses for registration of this agreement and proposed deed of conveyance. It is agreed that fifty per cent (50%) of such amounts shall be paid by the Allottee upon execution of this agreement and the balance fifty per cent (50%) shall be paid by the Allottee on or before the execution of the proposed deed of conveyance or at the time of possession of the Unit, whichever is earlier.
13. The Allottee shall not keep any goods, merchandise or belongings upon the common areas.
14. The Allottee shall maintain the parking space (if allotted to the Allottee) at his/her/its/their own costs and arrangements.
15. It is agreed and acknowledged by the Allottee that the pro rate maintenance charges payable by the Allottee attributable to the said Unit shall be determined without taking into account the unsold units of the Building.
16. The Allottee shall be liable to pay all the municipal rates, taxes and outgoings in respect of the Unit leviable for the period from the date of possession (actual or deemed whichever is earlier) or from the date of execution of the proposed deed of conveyance of the Unit in favour of the Allottee, whichever is earlier. Until separate assessment/ apportionment and/or mutation of the Unit, the Allottee shall periodically pay and/or reimburse to the Promoter the proportionate amount of municipal rates, taxes, outgoings and impositions as may be found payable on account and in respect of the Unit. Upon the separate assessment/ apportionment and/or mutation of the Apartment/unit, the Allottee shall solely be responsible to pay such entire rates, taxes, outgoings and impositions as may be assessed on account and in respect of the Unit. Besides the amount of such municipal rates, taxes, outgoings and impositions, the Allottee shall also proportionately bear and pay all other applicable rates and impositions wholly for the Unit and proportionately for the Project from the date of possession or from the date of execution of the deed of conveyance for transfer of the Apartment/unit in favor of the Allottee, whichever is earlier.

17. The Allottee shall deposit with the Promoter the following amounts as interest free deposit (Deposits) which shall be paid at the time of possession or deed of conveyance, whichever is earlier:

Interest free maintenance deposit: Rs. _____

Deposit for municipal rates and tax: Rs. _____

Deposit for sinking fund: Rs. _____

The surplus/deficit of the Deposits shall be transferred by the Promoter to the association/maintenance company upon its formation after deduction of all expenses and adjustment of outstandings from various allottees.

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 PROMOTER
at Kolkata in the presence of:

1.

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED
ALLOTTEE at Kolkata in the presence of:

1.

2.

ANNEXURE-A
(PLAN OF THE APARTMENT)

ANNEXURE-B
(USER RULES)

As from the date of possession of the Apartment, the Allottee agrees and covenants:

1. To co-operate with the other apartment/unit owners/allottees and the Promoter in the management and maintenance of the Building/Project.
2. To observe the rules framed from time to time by the Promoter and upon the formation of the Association by such Association. The covenants agreed herein to the Promoter shall mean and include towards Association also, as and when applicable.
3. To use the Apartment for residential purposes and not for other purposes whatsoever without the consent in writing of the Promoter/Association.

4. To allow the Promoter with or without workmen to enter into the Apartment/Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Apartment/Unit Owner.
5. To pay charges for electricity in relation to the Apartment wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Promoter for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Allottee shall not be entitled to use any of the facilities and utilities of the Building/Project.
6. To maintain or remain responsible for the structural stability of the Apartment and not to do anything which has the effect of affecting the structural stability of the Building and also not to store or bring and allow to be stored and brought in the Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
7. Not to do or cause anything to be done in or around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
8. Not to damage demolish or cause to damage or demolish the Apartment or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartment in the Building or which may cause damage to any other portion of the Building in any manner.
9. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Promoter differs from the color scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the Building.
10. Not affix or draw any wire, cable, pipe from, to or through any of the common areas/common amenities and facilities or outside walls of the building block or other parts, without approval of the Promoter/ Association.
11. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Building or cause increase in premium to be payable in respect thereof if the Building is insured.
12. Not claim any right of pre-emption or otherwise regarding any of the other units or any portion of the Building/Project.
13. Not to use the Apartment or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the Project or occupiers of the neighboring premises.
14. No to keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutcha or pucca constructions grilled wall or

enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

15. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
16. Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/it/them and shall use the pathways as would be decided by the Promoter/Association.
17. Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment to any person who is not a apartment owner in the Project.
Not to install any additional grills the design of which has not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
18. Not to install or use at the Apartment any equipment which causes noise or vibration detectable outside the Apartment or causes damage to the building or plant or conducting media.
19. Not to sub divide or partition the Apartment in any manner whatsoever.
Not to dry any clothes upon/outside the windows/elevations and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
20. To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Association.
21. Not to put any nameplate or letter box or neon-sign or board in the common areas/ common amenities and facilities or on the outside wall of the block save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his/her/its/their apartment.
22. The apartment/unit owner must submit photographs of their employee and drivers with full particulars with the Association a copy of which shall also be forwarded to the local Police Station. The Association will issue identity cards to the staff and visitors who will carry the same for identification.
23. The apartment/unit owners and their visitors shall not litter in the common areas/ common amenities and facilities specially betel juice and tobacco products.
24. All visitors to the respective apartments/units will be filtered at the entrance and permitted entry only on proper authorization from the concerned apartment/unit Owner.
25. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the Building without similar approval.
26. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
27. Not to install any air conditioner, except in the approved places.
28. Not to throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
29. Not to install or keep or run any generator in the Apartment/Unit.
30. Not to damage the common areas/ common parts and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

31. Not to overload the passenger lifts and move goods only through goods lift or the staircase of the Building.
32. To pay such further deposits as required by the Promoter/Association time to time.
33. Not to use the Apartment/Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business.
34. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment/Unit nor to permit or suffered to be done into or upon the Apartment/Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
35. Not to arrange any public function in any part of the property, except with the permission of the Promoter/ Association as the case may be.
36. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project.
37. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
38. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the Apartment or the Building or the Project including the common areas for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other owners and/or occupiers of the Project. The practice of sacrificing /slaughtering the animal during the festive period shall not be done or permitted within the Project.
39. Only drills (and not manual hammers) can be used to drive nails into the walls of the Apartment/Unit. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Promoter or the Association as the case may be.
40. No tenant will be allowed to occupy any apartment/unit unless such tenant is introduced to the Promoter or the Association or the maintenance agency as the case may be so that he may be recognized as a bona fide occupant of the apartment/unit for security purposes.
41. No bills shall be stuck anywhere in the Building(s) or in any place within the Project.
42. No cooking will be allowed in the common areas/ common amenities and facilities and parking spaces by the apartment/unit owners and their staff, servants and other persons except at the places designated for the same by the Promoter or the Association.
43. Electrical fitting can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
44. The Promoter or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Allottee's fit-out.
45. No vehicle belonging to an owner/occupier of apartment/unit or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Building/Project by another vehicle.
46. The apartment/unit owner is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the apartment/unit owner shall be entitled to avail of the cable connection facilities provided to all.
47. After the purchase, the apartment/unit owner shall get his apartment/unit mutated. In case of default, the Promoter will be entitled to get the Apartment/Unit mutated and apportioned in

the name of the apartment/unit owner subject to the apartment/unit Owner's bearing and paying all costs, charges and expenses including professional fees.

48. The domestic help/service providers visiting the Apartment/Unit use only the common toilets and while so using, keep the common toilets clean and dry.
49. The balconies in the Apartment will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the buildings of the Project. No interference to the elevation/ façade of the Building will be permitted.
50. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation of any kind takes place inside or in the vicinity of the Project. The Allottee shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalise or bring into disrepute the Project by affixing posters, hanging festoons or doing any other act.
51. To ensure that the Allottee complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, fire laws, environmental laws as are applicable for the use of the Apartment.
52. The Allottee shall not make the Promoter responsible for the temporary disruption and/or obstruction of common services in the Apartment for any reasons whatsoever. The Promoter shall however make all reasonable efforts to set right the same as soon as possible.

TARACHAND ESTATES PVT. LTD.

Yogan Lalin
Director