

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, 2026,

By and Between

M/S. TAJCONS, a partnership firm, having its Office at 128, Motilal Nehru Road, Police Station Lake, Post Office Sarat Bose Road, Kolkata-700 029, having its I. T. PAN-AAQFT7599B, represented by its partners namely, (1) **BASUDEB HALDER**, son of Late Panchugopal Halder, residing at Malancha Mahinagar, Sonarpur, Rajpur – 700 0145, South 24-Parganas, West Bengal, having his I. T. PAN-ABXPH1876K and Aadhaar No.2057 8845 8796, (2) **BARUN KUMAR JANA**, son of Late Bibhuti Bhusan Jana, residing at 250A, Amritalal Mukherjee Road, Police Station Thakurpukur, Post Office Paschim Barisha, Kolkata - 700 080, having his I. T. PAN-ACRPJ9940R and Aadhaar No.8665 3815 3293, (3) **MANOJ GHOSH**, son of Dulal Ghosh, residing at 31, Mahanirvan Road, Kolkata – 700 029, Post Office Sarat Bose Road, Police Station Lake, Kolkata-700029, having his I. T. PAN-AGPPG4063J and Aadhaar No.9972 3239 2217, hereinafter referred to as the "**OWNER/PROMOTER**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **ONE PART**;

AND

Mr. / Ms. _____, (Aadhar no. _____)
son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**;

OR

[If the Allottee is a company]

M/S. _____, (CIN No. _____) a company incorporated under the provisions 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 **OTHER PART**;

OR

[If the Allottee is a Partnership]

M/S. _____, a partnership firm registered under the Indian Partnership Act, 1932, 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 successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **OTHER PART**;

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____), son of _____ aged about _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____

_____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

The Owner/Promoter and Allottee shall hereinafter jointly be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A.** the Owner/Promoter is the sole and absolute owner of **ALL THAT** the two storied dilapidated dwelling house and structures **TOGETHER WITH** the piece and parcel of revenue free land, whereupon or on a portion whereof the same are erect and built, admeasuring 4 (Four) Cottahs and 8 (Eight) Chittacks, more or less, situate, lying at and being Municipal Premises No.116A, Motilal Nehru Road, Kolkata-700 029 (formed by amalgamation of former Municipal Premises Nos.116A and 117A, Motilal Nehru Road, Kolkata-700 029 there before known and numbered as Municipal Premises Nos.25B and 25C, Hazra Lane, Calcutta-700 029), Police Station Lake (formerly Tollygunge), District South 24-Paraganas, morefully described in **SCHEDULE A** hereto ("**PREMISES**").
- B.** The Abstract of Title of the Owner/Promoter to the Premises is given in the **SCHEDULE D** hereto.
- C.** The Owner/Promoter has decided to develop a new building on the Premises ("**NEW BUILDING**"), after demolishing all the existing structures standing thereat in accordance with the sanctioned building plans ("**BUILDING PLANS**") to be sanctioned, in the manner and on the terms and conditions mentioned therein.
- D.** The Owner/Promoter got the Building Plans sanctioned from the Corporation vide Building Permit No. _____ dated _____. The Owner/Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section

14 of the West Bengal Real Estate (Regulation and Development) Act, 2016 ("**ACT**") and other laws as applicable.

- E.** The Owner/Promoter commenced the construction of a residential New Building comprised of G + _____ storied on the Premises ("**PROJECT**") in accordance with the sanctioned Building Plans.
- F.** The Owner/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner/Promoter regarding the Premises on which Project is to be constructed have been completed.
- G.** The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated _____ bearing No._____. The Developer filed the commencement through online portal of Kolkata Municipal Corporation on _____. The Developer filed the plinth completion through online portal of Kolkata Municipal Corporation on _____.
- H.** The Owner/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No._____ on _____.
- I.** The Allottee had applied for an Apartment in the Project vide Application No. _____ dated ____ and _____ has been allotted Apartment No. _____ having carpet area of_____ square feet, type _____, on_____ floor of the New Building ("**APARTMENT**") to be constructed on the Premises along with _____ garage/closed _____ parking No._____ admeasuring _____ square feet in the _____, ("**PARKING**") as permissible under the applicable law and of pro-rata share in the common areas ("**COMMON AREAS**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**APARTMENT**" more particularly described in **SCHEDULE B**

and the floor plan of the Apartment is annexed hereto as **ATTACHMENT to SCHEDULE B**).

- J.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K.** 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;
- L.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in paragraph **G**;

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Owner/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph **H**;

The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("**TOTAL PRICE**").

Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*
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*Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes, etc.

[AND]
[if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

[OR]

Plot no. _____ Type _____	Rate of Plot per square feet
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Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Owner/Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Owner/Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner/Promoter) up to the date of handing over the possession of the Apartment:

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

- (iii) The Owner/Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Owner/Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) _____garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Owner/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 Owner/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 Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("PAYMENT PLAN")**.

The Owner/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% 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 Owner/Promoter.

It is agreed that the Owner/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Owner/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 WBRERA Act ("**SAID ACT**").

The Owner/Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Promoter. If there is any reduction in the carpet area within the defined limit then Owner/Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the WBRERA Rules (**SAID 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 Owner/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.

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

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

- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owner/Promoter shall convey undivided proportionate title in the Common Areas to the association of Allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. It is made clear by the Owner/Promoter and the Allottee agrees that the Apartment along with _____garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Premises and is not apart of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act,

1972. The Owner/Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Owner/Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Owner/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. The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Owner/Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Owner/Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Owner/Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Owner/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 “**M/S. TAJCONS**” payable at Kolkata.

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 Owner/Promoter with such permission, approvals which would enable the Owner/Promoter to fulfil 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 Owner/Promoter accepts no responsibility in this regard. The Allottee shall keep the Owner/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 Owner/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said

apartment applied for herein in anyway and the Owner/Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of essence for the Owner/Promoter as well as the Allottee. The Owner/Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Promoter as provided in **Schedule C ("PAYMENT PLAN")**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Owner/Promoter. The Owner/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Owner/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 and any other competent authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and breach of this term by the Owner/Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

Schedule for possession of the said Apartment: The Owner/Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Owner/Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**FORCE MAJEURE**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Owner/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Allottee the entire amount received by the Owner/Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she/they/it shall not have any rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession: The Owner/Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Owner/Promoter shall give possession of the Apartment to the Allottee. The Owner/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner/Promoter.

The Allottee agree(s) to pay the maintenance charges as determined by the Owner/Promoter/association of Allottees, as the case may be. The Owner/Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Owner/Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Owner/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner/Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee: After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Owner/Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case maybe, 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 fault of the Owner/Promoter, the Owner/Promoter herein is entitled to forfeit the booking amount paid for the allotment.

The balance amount of money paid by the Allottee shall be returned by the Owner/Promoter to the Allottee within 45 days of such cancellation.

Compensation: The Owner/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 Owner/Promoter fails to complete or is unable to give possession of the Apartment (i) inaccordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Owner/Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment,with interest at the rate specified in the Rules within 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 Owner/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.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER-

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

- (i) The Owners have absolute, clear and marketable title with respect to the Premises and the Owner/Promoter has the requisite rights to carry out development upon the Premises and absolute, actual, physical and legal possession of the Premises for the Project;
- (ii) The Owner/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 Premises or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Premises, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Premises, Building and Apartment and common areas;
- (vi) The Owner/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 Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the Premises, including the Project and the said Apartment which

will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Premises;
- (xi) The Owner/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner/Promoter in respect of the Premises and/or the Project;
- (xiii) That the Premises is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Owner/Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Owner/Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Said Act or the Said Rules or regulations made thereunder.

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

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

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

- (i) In case the Allottee fails to make payments for _____consecutive demands made by the Owner/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 Owner/Promoter on the unpaid amount at the rate specified in theRules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond _____consecutive months after notice from the Owner/Promoter in this regard, the Owner/Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

The Owner/Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall cause the Owners to execute a conveyance deed to convey the title of the Apartment together with proportionate indivisible share in the Common Areas and the Owner/Promoter shall transfer the Apartment to the Allottee within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and allother incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Owner/Promoter to withhold registration of the conveyance deed in his/her/their/its favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

The Owner/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owner/Promoter as per the agreement for sale relating to such development is brought to the notice of the Owner/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 Owner/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner/Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Owner/Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary

maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Premises, 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. as the case may be and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she/they/it would not

put any sign-board/name-plate, neon light, publicity material or advertisement material etc. On the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:

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

18. ADDITIONAL CONSTRUCTIONS:

The Owner/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) except for as provided in the Said Act.

19. OWNER/PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Owner/Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Building.

20. APARTMENT OWNERSHIP ACT:

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

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Owner/Promoter does not create a binding obligation on the part of the Owner/Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Additional Registrar of Assurance/Sub-Registrar/Additional Sub-Registrar as and when intimated by the Owner/Promoter. If the Allottee(s) fails to execute and deliver to the Owner/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Additional Registrar of Assurance/Sub-Registrar/Additional Sub-Registrar for its registration as and when intimated by the Owner/Promoter, then the Owner/Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application

of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of 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, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Owner/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan 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 Owner/Promoter in the case of one Allottee shall not be construed

to be a precedent and /or binding on the Owner/Promoter to exercise such discretion in the case of other Allottees.

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

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 conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

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 Owner/Promoter at the Owner/Promoter's Office at Kolkata or at some other place at Kolkata as may be decided by the Owner/Promoter, after the Agreement is duly executed by the Allottee and the Owner/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Registrar of Assurance/Sub-Registrar/Additional Sub-Registrar. 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 Owner/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owner/Promoter by Registered Post at their respective addresses specified below:

For Allottee

_____Name of Allottee

_____(Allottee Address)

For Owner/Promoter

M/S. TAJCONS,
128, Motilal Nehru Road,
Police Station Lake,
Kolkata - 700 029.

It shall be the duty of the Allottee and the Owner/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 Owner/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 Owner/Promoter to the Allottee whose name appears first and at the address given by him/her/their/it 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 disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Arbitrator in accordance with the Arbitration and Conciliation Act, 1996.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE
WITHIN NAMED ALLOTTEE:
(INCLUDING JOINT BUYERS)**

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

**SIGNED AND DELIVERED BY THE
WITHIN NAMED OWNER/PROMOTER:**

(Authorized Signatory)

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

THE SCHEDULE 'A':

(The Premises)

ALL THAT the two storied dilapidated dwelling house and structures (more than 70 years old), having an area of 1280 Square Feet, more or less, **TOGETHER WITH** the piece and parcel of revenue free land, whereupon or on a portion whereof the same are erect and built, admeasuring 4 (Four) Cottahs and 8 (Eight) Chittacks, more or less, situate, lying at and being Municipal Premises Nos.116A, Motilal Nehru Road, Kolkata-700 029 (formed by the amalgamation of the former Municipal Premises Nos.116A and 117A, Motilal Nehru Road, Kolkata-700 029 and there before known and numbered as Municipal Premises No.25B and 25C, Hazra Lane, Calcutta-700 029), Post Office – Sarat Bose Road, Police Station Lake (formerly Tollygunge), District South 24-Paraganas, Sub-Registration Office, Alipore,

District South 24-Parganas, within Ward No.85 of the Kolkata Municipal Corporation and delineated on the Map or Plan annexed hereto and bordered with colour "RED" thereon and butted and bounded as follows:

ON THE NORTH : By Municipal Premises No. 118A/1 Motilal
Nehru Road,

ON THE EAST : By Municipal Road Known as 114A, Motilal
Nehru Road,

ON THE SOUTH : By Municipal Road Known as Motilal Nehru
Road,

ON THE WEST : By Municipal Road 16' feet wide KMC Black
Top Road.

SCHEDULE 'B'

DESCRIPTION OF APARTMENT

ALL THAT self-contained unit being Flat No. ____ on the ____ Floor of measuring about carpet area of ____ square feet corresponding to built up area of ____ square feet corresponding to super built up area of ____ square feet consisting of ____ bed rooms, one living cum dining area, one kitchen, ____toilet(s) and ____verandah along with ____Car Parking Space No. ____on the GROUND Floor measuring about super built up area of 135 square feet together with proportionate undivided share of the land and Premises of the said storied residential building constructed over land comprised in the Premises mentioned herein before stated TOGETHER WITH the rights of the common areas, use, benefits and enjoyments and privileges in all common parts including Reservoir, stairs, landings, sewers, sanitation, common electric, water, roof, fittings and fixtures, installations whatsoever and appurtenances quasi-easement rights, privileges and enjoyment and obligations whatsoever more fully and particularly demarcated by **GREEN** border lines with a plan and map annexed herewith.

ATTACHMENT
[FLOOR PLAN OF THE APARTMENT]

SCHEDULE 'C'
[PAYMENT PLAN BY THE ALLOTTEE]

STAGE OF PAYMENT	DEMAND PERCENTAGE	DEMAND AMOUNT
On Booking	10%	
After registration of Agreement for Sale on 1 st Floor Roof Casting	50%	
on 2 nd Floor Roof Casting	10%	
on 3 rd Floor Roof Casting	10%	
On Completion of Tiles Work	10%	
On Possession	10%	

SCHEDULE 'D'
(Abstract of Title)

- A.** One (Smt.) Billwa Basini Debi was the sole and absolute owner of **ALL THAT** the two storied dilapidated dwelling house and structures **TOGETHER WITH** the piece and parcel of revenue free land, whereupon or on a portion whereof the same are erect and built, admeasuring 4 (Four) Cottahs and 8 (Eight) Chittacks, more or less, situate, lying at and being Municipal Premises No.116A, Motilal Nehru Road, Kolkata- 700 029 (formed by amalgamation of former Municipal Premises Nos.116A and 117A, Motilal Nehru Road, Kolkata-700 029 there before known and numbered as Municipal Premises Nos.25B and 25C, Hazra Lane, Calcutta-700 029), Police Station Lake (formerly Tollygunge), District South 24-Paraganas, morefully described in **SCHEDULE A** hereto and hereafter called “the **PREMISES**”;

- B.** By a Deed of Gift dated 28th February, 1951 between (Smt.) Billwa Debi, therein called the Donor of the One Part and Saran Chandi Banerjee, therein called the Donee of the Other Part and registered in the Office of the Joint Sub-Registrar Alipore Sadar, South 24-Parganas, in Book No.I, Volume No.23, at Pages 117 to 119, Being No.1289 for the year 1951, the Donor therein, for the consideration of natural love and affection, gifted and transferred the entirety of the Premises being the then Municipal Premises Nos.25B and 25C, Hazra Lane, Calcutta- 700 029 to her brother being Donee therein, absolutely and forever and the Donee therein duly accepted such Gift;
- C.** Thus, Saran Chandi Banerjee became the sole and absolute owner of the Premises, free from all encumbrances;
- D.** Saran Chandi Banerjee died after having executed and published his last Will and Testament dated 29th January, 1972, hereafter called “the **SAID WILL**”, whereby he appointed his wife namely (Smt.) Anita Banerjee as the Executrix of his Said Will and bequeathed to her the entirety of the Premises, absolutely and forever;
- E.** Subsequently, the Municipal Premises No.25B and 25C, Hazra Lane, Calcutta-700 029 was re-named and re-numbered by the Calcutta Municipal Corporation as the Municipal Premises No.116A and 117A, Motilal Nehru Road, Calcutta-700 029;
- F.** After the demise of Late Saran Chandi Banerjee, his wife (Smt.) Anita Banerjee as the Executrix of the Said Will made an Application being Act 39 Probate Case No.403 of the 1983 for grant of the Probate of the Said Will before the Learned Court of District Delegate at Alipore and by an Order dated 26th March, 1997, the said Learned Court was pleased to grant probate of the Said Will;
- G.** Thus, (Smt.) Anita Banerjee became the sole and absolute owner of the Premises, free from all encumbrances;

- H.** By a Deed of Gift dated 8th March, 2005 between (Smt.) Anita Banerjee, therein called the Donor of the One Part and Satyadeb Banerjee and Soumitradeb Banerjee, therein jointly called the Donees of the Other Part and registered in the Office of the Additional District Sub-Registrar at Alipore, in Book No.I, Volume No.7, Pages from 1932 to 1945, Being No.01492 for the year 2010, the Donor therein, in consideration of natural love and affection towards her sons being the Donees therein, gifted and transferred the entirety of the Premises to them, absolutely and forever, free from all encumbrances and the Donees therein duly accepted such gift, each having acquired an undivided 50% (fifty percent) share in the Premises;
- I.** Subsequently, Satyadeb Banerjee and Soumitradeb Banerjee, hereafter called "the **SAID OWNERS**", got their names mutated as the joint owners of the Premises and the Municipal Premises Nos.116A and 117A, Motilal Nehru Road, Kolkata-700 029 was amalgamated into a single holding by the Kolkata Municipal Corporation being Municipal Premises No.116A, Motilal Nehru Road, Kolkata-700 029;
- J.** Certain portions of the Premises are under occupation of tenants and/or occupiers, hereafter called "the **OCCUPANTS**".
- K.** By an Agreement dated 4th October, 2010, hereafter called "the **SAID AGREEMENT**", between the Said Owners, therein called the Vendors of the One Part and M/s. Tajcons, therein called the Purchaser of the Other Part, the Said Owners have agreed to sell and transfer the the Premises, for the consideration and in the manner and on the terms and conditions mentioned in the Said Agreement;
- L.** Under the Said Agreement, it has been mutually agreed between the Said Owners and the Purchaser that the Purchaser shall be entitled to cause all the Occupants to vacate the Premises at its own costs and expenses and the Said Owners gave their express consent in this regard.

- M.** In terms of the Said Agreement, from time to time the Purchaser caused all the Occupants to vacate the Premises at its own costs and expenses;
- N.** On or about 30th August, 2019, Satyadeb Banerjee (being one of the Said Owners), a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his widow namely (Smt.) Lalti Banerjee, and his only daughter (Smt.) Anima Banerjee, as his legal heiresses, who jointly and in equal share inherited the undivided $\frac{1}{2}$ (one-half) share of Late Satyadeb Banerjee in the Premises, each having acquired an undivided $\frac{1}{4}$ th share in the Premises;
- O.** Thus, Soumitradev Bandopadhyay, has become entitled to an undivided $\frac{1}{2}$ (one-half) share in the Premises and (Smt.) Lalti Banerjee and (Smt.) Anima Banerjee, each became entitled to an undivided $\frac{1}{4}$ th (one-fourth) share in the Premises, free from all encumbrances;
- P.** By a Conveyance dated 13th August, 2021 between Soumitradev Bandopadhyay, (Smt.) Lalti Banerjee and (Smt.) Anima Banerjee, therein collectively called the Vendors of the One Part and M/s. Tajcons, the Owner/Promoter herein, therein called the Purchaser of the Other Part and registered in the office of the Additional District Sub-Registrar Alipore, South 24-Parganas in Book No. I, Volume No.1605-2021, Pages from 88996 to 89036, Being No.160502091 for the year 2021, the Vendors therein sold, conveyed and transferred the entirety of the Premises, free from all encumbrances, for the consideration therein mentioned;
- Q.** Thus, the Owner/Promoter herein became the sole and absolute owner of the Premises, free from all encumbrances whatsoever.