

This Agreement for Sale (“Agreement”) executed on this _____ day of _____, 2024

By and Between

(1) Mrs. Sarla Tantia, (PAN ABQPT4265M; Aadhaar No 8012 6788 5833; Mobile No. +91-9903900410), wife of Mr. Ishwari Prasad Tantia, by faith - Hindu, by nationality Indian, by occupation business; **(2) Mrs. Anita Tantia**, (PAN ABSPT8048G; Aadhaar No 5845 6524 5099; Mobile No. +91-9903900406), wife of Mr. Rahul Tantia, by faith - Hindu, by nationality Indian, by occupation business, both residing at CD-43, Salt Lake City, Sector – 1, Bidhannagar (M), North 24 Parganas, PIN 700064, Police Station – North Bidhannagar, Post Office – CC Block; **(3) Mrs. Laxmi Tantia**, (PAN AFCPR0271H; Aadhaar No 6221 0983 2188; Mobile No. +91-9903900411), wife of Mr. Siddhartha Tantia, by faith - Hindu, by nationality Indian, by occupation business, residing at CD-39, Salt Lake City, Sector – 1, Near Tank No. 3, Bidhannagar (M), North 24 Parganas, PIN 700064, Police Station – North Bidhannagar, Post Office – CC Block; and **(4) Mr. Harshvardhan Tantia**, (PAN ADDPT4176G; Aadhaar No 2609 0539 6828; Mobile No. +91-9903900417), son of Mr. Ishwari Prasad Tantia, by faith - Hindu, by nationality Indian, by occupation business, residing at 96, Narkeldanga Main Road, Kankurgachi, Kolkata – 700054, Police Station Phoolbagan, Post Office Phoolbagan, hereinafter, collectively, referred to as the “**Owner**” all represented by their **constituted attorney Mr. Pradip Agarwala**, (PAN ACRPA9654P) (Aadhar No 6496 7164 7547; Mobile No. +91-9903900463), son of Late Jhabar Mall Agarwala, by faith – Hindu, by nationality Indian, by occupation service, residing at Hari Abasan, Phase –I, Flat – 1G, BG 32, Hana Para, Krishnapur, Rajarhat Gopalpur (m), North 24 Parganas, PIN – 700102,

Police Station – Baguiati, Post Office – Krishnapur duly appointed vide a power of attorney dated the 20th day of August, 2024 registered in the office of District Sub-Registrar III, South 24 Parganas in Book No. I, Volume No. 1603-2024, Pages 362366 to 362381 being No. 160314313 for the year 2024 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors or successors-in-interest and assigns) of the **First Part;**

And

Tamopaha Bulcon LLP (LLPIN- AAO- 8036; PAN AAPFT7257F), a limited liability partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its office at 1, Lu Shun Sarani, 9th Floor, Post Office C.R. Avenue, Police Station Bowbazar, Kolkata - 700073, represented by its Designated Partner/ Authorised Signatory, **Mr./ Ms.** _____ (PAN: _____; Aadhaar No. _____; Mobile No. +91-_____), son/ daughter of Mr./ Ms. _____, by faith Hindu, by nationality Indian, by occupation business/ service, working for gain at 1, Lu Shun Sarani, 9th Floor, Post Office C.R. Avenue, Police Station Hare Street, Kolkata – 700073,, (having been authorized, inter alia, to sign this agreement by a Board Resolution passed on the _____ day of _____, _____ by the Designated Partners) hereinafter referred to as the “**Developer**” (which expression shall mean and include its successors-in-interest and/or assigns) of the **Second Part;**

And

Mr./Ms. _____ (Income Tax PAN: _____; Aadhar No. _____ and Mobile No.+91-_____), son/wife of _____, residing at _____, Police Station _____ and Post Office _____, hereinafter referred to as the “**Allottee**” (which expression shall mean and include only his/her/each of their respective permitted successors-in-interest and/or permitted assigns) of the **Third Part;**

Or

_____ (CIN/LLPIN _____;Income Tax PAN: _____), a company existing under the provisions of the Companies Act, 2013/a limited liability partnership existing under the provisions of the Limited Liability Partnership Act, 2008,having its registered office at _____, Police Station _____ and Post Office _____, represented by one

of its directors/ designated partners, **Mr./Ms.** _____ (Income Tax PAN _____; Aadhar No. _____ and Mobile No. +91-_____), son/wife of _____, working for gain at _____, Police Station _____ and Post Office _____, hereinafter referred to as the “**Allottee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Third Part:**

Or

_____ (Income Tax PAN: _____), a partnership firm registered under the provisions of the Partnership Act, 1932, having its registered office at _____, Police Station _____ and Post Office _____, represented by one of its partners, **Mr./Ms.** _____ (Income Tax PAN: _____; Aadhar No. _____ and Mobile No. +91-_____), son/wife of _____, working for gain at _____, Police Station _____ and Post Office _____, hereinafter referred to as the “**Allottee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Third Part:**

Or

_____ **HUF** (Income Tax PAN: _____), a Hindu Undivided Family, having its office at _____, Police Station _____ and Post Office _____, represented by its Karta and/or Manager, **Mr.** _____ (Income Tax PAN: _____; Aadhar No. _____ and Mobile No. +91-_____), son of _____, residing at _____, Police Station _____ and Post Office _____, hereinafter referred to as the “**Allottee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Third Part:**

(The “**Owner**” “**Developer**” and the “**Allottee**” are, hereinafter, collectively be referred to as the “**Parties**”)

Whereas:

- A. The Owner is the absolute and lawful owner of the property described in **Schedule A** hereto (the “**Said Premises**”) as per the devolution of title of the Said Premises as more fully described in the **Schedule B** hereto.

- B. By and under a development agreement dated the 9th day of June 2022, registered in the office of Additional Registrar of Assurances I, Kolkata, West Bengal, in Book No. I, Volume No. 1901 – 2022, Pages 274158 to 274225, Being No. 190105220 for the year 2022 (“**Development Agreement**”), the Owner herein, in lieu of the consideration recorded therein, granted in favour of the Developer herein, *inter alia*, the sole and exclusive right to develop and deal with the Said Premises amongst several other rights, powers and authorities granted thereunder.
- C. The Owner and each of them and the Developer thereafter entered into a supplementary development agreement dated the 11th day of December 2022, registered in the office of Additional Registrar of Assurances II Kolkata, West Bengal, in Book No. I, Volume No. 1902-2023, Pages 636976 to 637004, Being No. 190217859 for the year 2023 (“**Supplementary Development Agreement**”) and recorded certain further terms and conditions therein in furtherance to the said Development Agreement.
- D. In terms of the said Development Agreement and the Supplementary Development Agreement the Owner and each of them have granted a power of attorney dated the 12th day of March, 2024, registered in the office of Additional Registrar of Assurances I Kolkata, West Bengal, in Book No. I, Volume No. 1901-2024, Pages 115453 to 115479, Being No. 190102865 for the year 2024, (the “**POA**”) to the Developer to enable the Developer to do various work for development of the Said Premises.
- E. The Said Premises is earmarked for the purpose of building a residential project comprising of one multistoried apartment building(s) including car parking spaces and other areas and also common areas and the said project shall be known as “**Visaaya**” (“**Project**”).
- F. The Owner and the Developer respectively are fully competent to enter into this Agreement, and all the legal formalities with respect to the respective right, title and interest of the Owner regarding the Said Premises and of the Developer regarding the Project have been completed.
- G. The Kolkata Municipal Corporation has since sanctioned the plan for construction on the Said Premises, bearing building permit No.2023030075 dated 24th day of January, 2024.
- H. The Developer has obtained the final layout approvals for the Project (“**Plan**”) from the Kolkata Municipal Corporation. The Owner and the

Developer agree and undertake that they shall not make any changes to these (**KMC**) layout plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development Act 2016 (**Act**) and other Laws as applicable.

- I. The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at West Bengal at Kolkata No. WBRERA/NPR-001348 on 22nd April 2024 under registration no. WBRERA/P/KOL/2024/001349.
- J. The Allottee had applied to the Developer for allotment of a residential flat including store room along with toilet inside the said store room in the Project vide application No. _____ dated _____ on the terms and conditions recorded therein, and under the provisional allotment letter bearing No. _____ dated _____ the Allottee has been allotted one residential (bare shell/semi bare shell/ finished) flat no. _____ having a total carpet area (including balconies) of _____ sq ft, more or less, type _____ on the _____ floor in the building ("**Building**") as morefully described in **Part - I** of **Schedule C** hereunder written ("**Flat**") **along with** the permission to use _____ number(s) of (i) _____ (one/two) Covered Basement (1 Layer), (ii) _____ (one/two) Covered Basement (2 Layer), (iii) _____ (one/two) Covered Ground (1 Layer), (iv) _____ (one/two) Covered Ground (2 Layer), (v) _____ (one/two) Open (1 Layer) and Open (2 Layer) parking each on the _____ floor and _____ floor respectively, to park medium sized light motor vehicles/cars (as a facility and/or benefit attached with the Flat without charging any consideration) to be earmarked and/or identified and/or designated by the Developer in due course as permissible under the applicable law(s) to be considered and/or always to be considered as 'limited common area' with the meaning of the West Bengal Apartment Ownership Act 1972 as stated in **Part - II** of **Schedule C** hereunder written (collectively "**Car Parking Space**") **along with** pro rata share in the common areas as defined under clause (n) of section 2 of the Act ("**Common Areas**") all of the above are, hereinafter, collectively, referred to as the "**Apartment**" and more particularly described in **Part - III** of **Schedule C** hereunder written and the floor plan of the said Flat is annexed hereto and marked as **Schedule D** hereunder written.
- K. In the provisional allotment letter dated _____, inadvertently, due to typographical error the "RERA carpet area" of the balconies

and private terrace (wherever applicable) has been inadvertently written as 'built up area' of the balconies and private terrace. It has been agreed and understood by the Allottee that the expression "built up area" as appearing in the provisional allotment letter dated _____ shall always mean and be always read as the 'RERA carpet area' of the balconies and private terrace and the Allottee shall not raise any objection thereto in any manner whatsoever.

- L. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their mutual rights and obligations as detailed herein.
- M. The Parties have also gone through all the terms and conditions (including but not limited to the several representations and disclosures recorded herein) as set out in **Schedule F** to this Agreement ("**Additional Disclosures/Details**") and have understood and accepted the contents of the said Schedule F and/or the said Additional Disclosures/Details and the rights and obligations of the Allottee vis a vis the Developer and/or the Owner pursuant to the said Additional Disclosures/Details
- N. The Parties hereby confirm that they are signing into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- O. 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 the applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- P. In accordance with and subject to the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in Paragraph 'J' above.

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

1. Terms:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer, hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in Paragraph 'J' above.

- 1.2 The total price for the Flat based on the Carpet Area is Rs. _____/- (Rupees _____) only (the “**Total Price**”). Apart from the Total Price, extra charges as morefully elaborated in **Part-II** of “**Schedule - E**” (“**Extra Charges**”), deposits as morefully elaborated in **Part-III** of “**Schedule - E**” (“**Deposits**”) and Taxes on various account shall also be payable by the Allottee. The details of Flat as also the Total Price are given below;

Flat	
Type	[•]
Floor	[•]
Flat No.	[•]
Details of areas	
Particulars	Area (sq. ft.)
Flat (Carpet Area)	[•]
Carpet Area of the Balconies comprising of:	
i) regular balcony(ies)	[•], [•] and [•]
ii)store /kitchen/service balcony	[•]
iii) triple height balcony(ies)	[•], [•] and [•]
iv) private open terrace	[•]
Flat (Built-up Area)	[•]
Car Parking Space(s)	
Type	Number
covered basement (1 Layer) Mechanical Parking	[•]
covered basement (2 Layer)	[•]
covered ground (1 layer)	[•]
covered ground (2 Layer)	[•]
open (1 layer)	[•]

open (2 Layer)	[•]
(Total Price)	[•]

Explanation:

- i) The Total Price above includes the Booking Amount paid by the Allottee to the Developer towards the Apartment;
 - ii) The Total Price above excludes Extra Charges, Deposits and Total Taxes (consisting, *inter alia*, of tax paid or payable by the Developer by way of service tax, GST, CGST and SGST, 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 Developer) upto the date of handing over the possession of the Apartment. It is clarified that the total amount payable as stated above is negotiated and arrived at on the basis of the Carpet Area of the Flat and is exclusive of the amounts payable towards Mutation Fees payable to Kolkata Municipal Corporation which will, be payable on actuals, electricity meter deposit payable to CESC as and when demanded by the authorities in due course which will also be payable on actuals and is also exclusive of the applicable stamp duty, registration fees, miscellaneous costs and expenses associated with registration of document(s). Provided that in case there is any change/modification in the Taxes, the subsequent amount payable by the Allottee to the Developer shall be increased/reduced based on such change/modification.
 - iii) The Developer 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 Developer 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 the Apartment includes pro rata share in the Common Areas;
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the concerned competent authority(ies) and/or any other increase in charges which may be levied or imposed by the concerned competent authority(ies) from

time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in the development charges, cost/charges imposed by the concerned competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect, if available, along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.4 The Allottee shall make the payment as per the payment plan set out in **Part I of Schedule E ("Payment Plan")**.
- 1.5 The Developer may allow, at its sole discretion, a rebate for early payment of the installments payable by the Allottee, by discounting such early payments at the rate in percentage as so decided by the Developer 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 the Allottee by the Developer.
- 1.6 It is agreed that the Developer shall not make any additions and alterations in/to the Plan and/or the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Flat, Car Parking Space and/or the Building, as the case may be, without the previous written consent of the Allottee. Provided that the Developer 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.
- 1.7 The Developer shall confirm the final carpet area of the said Flat that has been allotted to the Allottee after the construction of the concerned building of the Project is complete and the completion certificate (or such other certificate by whatever name called is issued by the competent authority) 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 Developer. If there is reduction in the carpet area, within the defined limit then the Developer shall refund the excess money paid by the Allottee within 45 (forty – five) days with annual interest at the rate prescribed in the West Bengal Real Estate (Regulation and

Development) Rules 2021 (“**Rules**”), from the date when such an excess amount was paid by the Allottee. If there is an increase in the carpet area, allotted to the Allottee, the Developer may 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 para 1.2 of this Agreement and in case the Total Price of the Apartment is lump sum then, and in such event, the amount payable by the Allottee for the excess carpet area shall be decided on the basis of the price at which the flats have been agreed to be sold by the Developer in the last month preceding the month in which the excess carpet area has been so determined by the Developer.

1.8 Subject to para 9.3 below the Developer agrees and acknowledges, that the Allottee shall have the right to the Apartment, as 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 only to the extent required for beneficial use and enjoyment of the said areas by the Allottee herein. Since the share / interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use all such Common Areas along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use such Common Areas shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that the Developer shall convey the undivided proportionate title in the Common Areas to the association of allottees as provided in the Act.

(iii) 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, if any, in the Common Areas etc and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Developer and the Allottee agrees that the

Flat and the Car Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Said Premises and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, if there be any, 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.

1.11 The Developer agrees to pay all outgoing before transferring the physical possession of the Flat to the allottees, which the Developer has collected from the allottees for the payment of outgoings including, wherever applicable, 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(s) and financial institutions which are related to the Project. If the Developer fails to pay all or any of the outgoings collected by the Developer from the allottees, (including the Allottee herein) or any liability, mortgage loan and interest thereon before transferring the Flat to the allottees, then, and in such event, the Developer 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 proceeding which may be taken therefore by such authority or person.

1.12 The Allottee, has paid a sum of **Rs. _____/- (Rupees _____ only)** [vide NEFT and cheques as per details mentioned in Clause 1.13 below] as booking amount, (being the part payment towards the Total Price of the Apartment) at the time of Application, the receipt of which the Developer 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 Developer within the time and in the manner specified therein. It is, however, agreed by and between the Parties herein that 10% (ten percent) of the Total Price shall be and shall always be treated and/or be deemed to be the "**Booking Amount**" within the meaning of the Act and/or the

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

1.13 The Details of transactions are as follows:

- i)
- ii)
- iii)

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, and the Developer abiding by the construction milestones, the Allottee shall make all payments on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of the account as may be so designated by the Developer. All payments shall be payable at Kolkata.

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer/lease/ sub lease of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in regard and the Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE

Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the Project and handing over the Flat and the Car Parking Space to the Allottee and the Common Areas to the association of the allottees after receiving the completion certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by the Allottee and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in **Part I of Schedule E ("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 Developer. The Developer shall develop the Project in accordance with the said Plan and/or such plans layout plans, floor plans and specifications as respectively mentioned in **Schedule I** and **Schedule J** below. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the by-laws, FAR and density norms and provisions prescribed by the Concerned Authorities 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 Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT AND THE CAR PARKING SPACE

7.1 Schedule for possession of the Flat and the Car Parking Spaces: The Developer agrees and understands that timely delivery of possession of the Flat and the Car Parking Space Is the essence of this Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment to the Allottee by 31st December, 2028 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 Developer 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 Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that the Allottee shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Developer, upon obtaining the completion 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 Developer shall give possession of the Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the completion certificate of the Project. After issuance of such notice, if the Allottee fails and/or neglects to take possession within the said period of 3 months then, and in such event, it shall be deemed that the possession has been handed over by the Developer to the Allottee from the date of the expiry of the said period of 3 months.

7.3 Failure of Allottee to take Possession of Flat and the Car Parking Space: Upon receiving a written intimation from the Developer as per clause 7.2 above, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer 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.

7.4 Possession by the Allottee – After obtaining the completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including Common Areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw the Allottee's 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 Developer, the Developer herein is entitled to forfeit the Booking Amount paid by the Allottee for the allotment. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 45 days of such cancellation.

7.6 Compensation – The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Premises, 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 Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of the Developer's business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer 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 Developer 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 DEVELOPER

The Developer hereby represents and warrants to the Allottee as follows:

- (i) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (ii) There are no encumbrances upon the Said Premises or the Project save and except the construction finance obtained from Bajaj Housing Finance Limited by the Developer for the Project;
- (iii) There are no litigations pending before any Court of law with respect to the Said Premises, Project or the Apartment;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Premises, Building and

Apartment and the Common Areas;

(v) The Developer 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;

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

(vii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat and/or the Apartment to the Allottee in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the association of the allottees;

(ix) The schedule property being the Said 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 schedule property being the Said Premises;

(x) The Developer 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;

(xi) 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 Premises) has been received by or served upon the Owner and/or the Developer in respect of the Said Premises and/or the Project;

(xii) That the Said Premises is not a Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

- (i) The Developer 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 Developer's business as a developer on account of suspension or revocation of the Developer's registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Developer under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee stops making payments, the Developer 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 Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the said 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, the Allottee shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Developer 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 Developer on the unpaid amount at the rate specified in the Rules.

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Said 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 Developer, on receipt of complete amount of the Price of the Said Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common areas within 3 (three) months from the issuance of the completion certificate. In case, however, the Allottee fails to deposit the applicable 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 Developer to withhold registration of the conveyance deed in Allottee's favour till full and final settlement of all dues and applicable stamp duty and registration charges to the Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and The Registration Act 1908 (as amended from time to time and as applicable in the state of West Bengal) including any actions taken or deficiencies/penalties imposed by the competent authority(ies). With regard to the payment of stamp duty and registration charges, it is specifically agreed by the Allottee that registration fees equivalent to 1% of the amount of extra charges paid by the Allottee to the Developer and as so mentioned in the deed of conveyance shall also be exclusively borne and paid by the Allottee at the time of registration of deed of conveyance.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

11.1 The Developer 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 Said Apartment.

11.2 Notwithstanding clause 11.1 above, the cost of maintenance of essential services in the Project on and from the date of issuance of completion certificate shall, however, be payable by the Allottee.

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 Developer as per this agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved allottees (including the Allottee herein if so aggrieved) 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 said Apartment on the specific understanding that the Allottee's right to the use of the 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 the Allottees 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 FLAT AND THE CAR PARKING SPACE FOR REPAIRS

The Developer / maintenance agency / association of allottees shall

have rights of unrestricted access of the Common Areas only to the extent required for the beneficial use and enjoyment of the Allottee of the said Flat and the said Car Parking Space, as the case may be, 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 said 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 and/or the Plan. 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 the Allottee's 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 the Allottee 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 the

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 Flat. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer 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 THE ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. The Allottee hereby undertakes that the Allottee shall comply with and carry out, from time to time after the Allottee 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 said Apartment at the Allottees own cost.

18. ADDITIONAL CONSTRUCTIONS

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan and the Plan has been approved by the competent authority(ies) except for as provided in the Act.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the Said Apartment and the Building in which the Said Apartment is situated 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 the Said Apartment in the said Building.

20. APARTMENT OWNERSHIP ACT

The Developer has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 to the extent not contrary and/or inconsistent to/with the Act and/or to/with the rules and/or to/with any other applicable laws (including those, if any, in supersession of the West Bengal Apartment Ownership Act, 1972). The Developer 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 Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or fails to appear before the Registrar/Sub-Registrar/ registrar of Assurance, as the case may be, for its registration as and when intimated by the Developer, then, and in such event, the Developer 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 the said Apartment 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 Said Apartment, in case of a transfer, as the said obligations go along with the Said Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Developer 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 Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

Failure on the part of the Developer 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

thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**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 Flat bears to the total carpet area of all the flats 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 Developer through its authorized signatory at the Developer's office, or at the Project site as may be so determined by the Developer after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Developer's Office or at the Project site as may be so determined by the Developer.

30. NOTICES

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

Allottee:

_____ (Name of Allottee)

_____ (Allottee's Address)

_____ (Allottee's email id)

Developer:

Tamopaha Bulcon LLP (Name of Developer)

1, Lu Shun Sarani, 9th Floor,
Kolkata - 700073 (Developer's Address)

crm@visaaya.in (Developer's email id)

Owner:

Mrs. Sarla Tantia,
Mrs. Anita Tantia,
Mrs. Laxmi Tantia,
Mr. Harshvardhan Tantia, (Name of the Owners)

CD-43, Salt Lake City,
Sector – 1, Bidhannagar (M),
North 24 Parganas,
PIN 700064 (Owner's Address)

stantia80@gmail.com (Owner's email id)

It shall be the duty of the Allottee, the Owner and the Developer 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 Developer 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 Developer to the Allottee whose name appears first and at the address given by the Allottee 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 Adjudicating Officer appointed under the Act.

[The other terms and conditions are as per the contractual understanding between the parties; however, the 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 there under].

34. OTHER TERMS AND CONDITIONS/CONTRACTUAL UNDERSTANDING

The other terms and conditions and/or contractual understanding as mentioned in **Schedule F** herein below have been mutually agreed upon as per the contractual understanding between the Parties. It is clarified that such other terms and conditions and/or contractual understanding are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the rules and regulations made thereunder.

Schedule A above referred to**(“Said Premises”)**

ALL THAT the land measuring 3 (three) Bighas, 19 (nineteen) *cottahs*, more or less **together with** several dwelling units consisting of an old main building and outhouses standing thereon, aggregating to a total area of 9535, sq.ft, more or less, situate, lying at and being Municipal Premises No. 96, Moulana Abul Kalam Azad Sarani (formerly known as Narkeldanga Main Road), Police Station Phoolbagan, Post Office Phoolbagan, Kolkata – 700054 (Road Zone: Phool Bagan More to EM Bypass) within the limits of Ward No. 031 of the Kolkata Municipal Corporation, Sub-Registry Office Sealdah with in District 24 Parganas North, , delineated and demarcated on the **Plan** annexed hereto and bordered in color **Red** thereon and butted and bounded as follows:

On the North	:	By Premises No 95/4, Shiv Krishna Daw Lane.
On the East	:	Partly by Premises no 95, Moulana Abul Kalam Azad Sarani and partly by premises no 96B, Moulana Abul Kalam Azad Sarani.
On the South	:	By 18.69 meter wide Moulana Abul Kalam Azad Sarani
On the West	:	By Shiv Krishna Daw Lane

Schedule B above referred to

1. At all material times one Chandicharan Dass was seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land containing by admeasurement 6 Bighas together with buildings and structures standing thereon, situate, lying at and being Municipal Premises No. 96, Narkeldanga Main Road presently known as 96 Moulana Abul Kalam Azad Sarani in Dihi Panchannagram, Division – III, Sub – Division VII, Dehee Soora Mouza Koochnum, holding No. 97, under Police Station Beliaghata presently Phoolbagan, within the municipal limits of the Calcutta Municipal Corporation, District 24 Parganas (North) (**Mother Property**).
2. By and under a Deed of Conveyance dated 11th March 1914 and registered at the office of the Sub Registrar, Sealdah, in Book No. I, Volume No. 11, Pages 274 to 278, Being No. 792 for the year 1914

said Chandicharan Dass sold the entire Mother Property unto and in favour of one Satyendra Nath Banerjee.

3. The said Satyendra Nath Banerjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on or about 12th January 1951 leaving behind him surviving his widow Smt. Chabbi Rani Devi and only son Saroj Kumar Banerjee as his only heirs and as such the entire Mother Property stood devolved upon Smt. Chabbi Rani Devi and Saroj Kumar Banerjee and each became owner of undivided $\frac{1}{2}$ share therein.
4. The said Chabbi Rani Devi also died on or about 8th October 1968 after making and publishing her last will and testament dated 4th December 1960 (**Chabbi's Will**) whereby and whereunder she gave, devised and bequeathed her undivided $\frac{1}{2}$ share in the Mother Property in favour of her grandson Shiladitya Banerjee. Probate was granted of Chabbi's Will by the Hon'ble High Court at Calcutta in its testamentary and intestate jurisdiction by an order dated 25th February 1977.
5. By and under an Indenture of Lease dated 14th March 1966 and registered at the office of the Sub – Registrar, Sealdah, in Book No. I, Volume No. 15, Pages 233 to 244, Being Deed No. 746 for the year 1966 (**Said Lease**) said Saroj Kumar Banerjee demised lease for a period of 25 years from 1st February 1966 in respect of ALL THAT a portion of land measuring about 3 Bighas 8 Cottahs together with buildings and structures standing thereon out of the Mother Property (**Leased Portion**) in favour of one Govardhan Prasad Tantia.
6. During the term of the Said Lease in respect of the Leased Portion said Saroj Kumar Banerjee died on or about 20th December, 1970 after making and publishing his last will and testament dated 27th May 1970 (**Saroj's Will**) whereby and whereunder he gave, devised and bequeathed inter alia his undivided $\frac{1}{2}$ share, right, title and interest in the Mother Property subject to the Said Lease of the Leased Portion unto and in favour of his son Shiladitya Banerjee. Said Saroj Kumar Banerjee was survived by his widow, Maunjula Banerjee, son Shiladitya Banerjee and two married daughters namely, Aditi Mukherjee and Arundhati Chatterjee.
7. Probate of Saroj's Will was granted by Hon'ble High Court at Calcutta in pursuance of an application for probate having been made in the

High Court at Calcutta in Matter No. 62 of 1984 in its Testamentary and Intestate Jurisdiction.

8. Out of the Mother Property Government of West Bengal already acquired 23 Cottahs of land hence after acquisition the Mother Property came to be measured about 4 Bighas 17 Cottahs.
9. A portion of the Mother Property measuring about 22 Cottahs was occupied by one Bengal Dye House who claimed as monthly tenant of Saroj Kumar Banerjee and after the expiry of the Said Lease of the Leased Portion one Ishwari Prasad Tantia was accepted as lessee after the death of said Govardhan Prasad Tantia on 4th August 1969 who continued to remain in possession and claimed to be a monthly tenant and protected under the West Bengal Premises Tenancy Act by way of holding over in respect of balance land measuring about 3 Bighas 19 cottahs i.e. 79 Cottahs out of the Mother Property.
10. By an Agreement for Sale dated 15th October 1985 and subsequent agreement dated 7th August 1986 was entered into between Shiladitya Banerjee and Dwarka Prasad Tantia said Shiladitya Banerjee agreed to sell the Mother Property subject to occupation of Bengal Dye House and subject to Said Lease of the Leased Portion in favour of Ishwari Prasad Tantia (which was still subsisting) to Dwarka Prasad Tantia or his nominee.
11. The Said Dwarika Prasad Tantia nominated Tantia Medical Services Private Limited to acquire the divided portion measuring about 18 Cottahs out of 4 bighas 19 cottahs of the Mother Property and Om Prakash Tantia, Smt. Sarla Tantia and Smt. Vinita Tantia each to acquire $\frac{1}{4}$ share in the remaining ALL THAT divided and demarcated portion of land measuring about 3 Bighas 19 Cottahs i.e. 79 Cottahs together with buildings and structures standing thereon situate, lying at and being Municipal Premises No. 96, Narkeldanga Main Road presently 96 Moulana Abul Kalam Azad Sarani, Police Station Phoolbagan, within the limits of Ward No. 031 of the Kolkata Municipal Corporation, Kolkata – 7000 54 (**Said Premises**).
12. The Appropriate Authority under the Income Tax Department by and under its order for no objection under section 269 U. D. (1) of the Income Tax Act 1961 vide proceedings No. Appropriate Authority Calcutta 12th October' 86/Cal/989/Sept'93 dated 23rd December 1993 granted permission for sale and transfer of the Mother Property.

13. By and under a Deed of Conveyance dated 26th April 1994 and registered at the office of the Registrar of Assurances Calcutta U/s 7(2) – III, in Book No. I, Volume No. 161, Pages 279 to 300, Being Deed No. 6362 for the year 1994 said Shiladitya Banerjee for self and as executor appointed under Chabbi's Will and Saroj's Will sold undivided 1/4th share of the Said Property to Dr. Om Prakash Tantia subject to occupancy of Bengal Dye House and Said Lease of Leased Portion. The said sale was confirmed by Smt. Manjula Banerjee, Smt. Aditi Mukherjee, Smt. Arundhati Chatterjee and Dwarika Prasad Tantia.
14. By and under a Deed of Conveyance dated 26th April 1994 and registered at the office of the Registrar of Assurances Calcutta U/s 7(2) – III, in Book No. I, Volume No. 161, Pages 323 to 344, Being Deed No. 6365 for the year 1994 said Shiladitya Banerjee for self and as executor appointed under Chabbi's Will and Saroj's Will sold undivided 1/4th share of the Said Property to Dwarika Prasad Tantia subject to occupancy of Bengal Dye House and Said Lease of Leased Portion. The said sale was confirmed by Smt. Manjula Banerjee, Smt. Aditi Mukherjee, Smt. Arundhati Chatterjee.
15. By and under a Deed of Conveyance dated 26th April 1994 and registered at the office of the Registrar of Assurances Calcutta U/s 7(2) – III, in Book No. I, Volume No. 161, Pages 345 to 366, Being Deed No. 6366 for the year 1994 Shiladitya Banerjee for self and as executor appointed under Chabbi's Will and Saroj's Will sold undivided 1/4th share of the Said Property to Smt. Vinita Tantia subject to occupancy of Bengal Dye House and Said Lease of Leased Portion. The said sale was confirmed by Smt. Manjula Banerjee, Smt. Aditi Mukherjee, Smt. Arundhati Chatterjee and Dwarika Prasad Tantia.
16. By and a Deed of Conveyance dated 26th April 1994 and registered at the office of the Registrar of Assurances Calcutta U/s 7(2) – III, in Book No. I, Volume No. 161, Pages 367 to 388, Being Deed No. 6367 for the year 1994 said Shiladitya Banerjee for self and as executor appointed under Chabbi's Will and Saroj's Will sold undivided 1/4th share of the Said Property to Smt. Sarla Tantia subject to occupancy of Bengal Dye House and Said Lease of Leased Portion. The said sale was confirmed by Smt. Manjula Banerjee, Smt. Aditi Mukherjee, Smt. Arundhati Chatterjee and Dwarika Prasad Tantia.

17. The Said Dwarika Prasad Tantia, Dr. Om Tantia and Smt. Vinita Tantia mortgaged the Said Property by way of an equitable mortgage as a collateral security to a consortium of (1) Andhra Bank, Calcutta Main Branch, (2) Allahabad Bank, Beliaghata Branch and (3) Oriental Bank of Commerce, Chowringhee Branch ("**Said Mortgage**").
18. By and under a Deed of Gift dated 13th June 2008 and registered at the office of the District Sub Registrar – III, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 13, Pages 2652 to 2664, Being Deed No. 06858 for the 2010 said Dwarika Prasad Tantia gifted his undivided 1/4th share and all right, title and interest in the Said Property in favour of Mrs. Anita Tantia subject to the Said Mortgage.
19. By and under a Deed of Gift dated 13th June 2008 and registered at the office of the District Sub Registrar – III, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 13, Pages 2860 to 2872, Being Deed No. 06859 for the 2010 said Dr. Om Tantia gifted his undivided 1/4th share and all right, title and interest in the Said Property in favour of Mrs. Laxmi Tantia subject to the Said Mortgage.
20. By and under a Deed of Gift dated 13th June 2008 and registered at the office of the District Sub Registrar – III, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 13, Pages 2718 to 2730, Being Deed No. 06860 for the 2010 said Smt. Vinita Tantia gifted undivided 1/4th share and all right, title and interest in the Said Property in favour of Harsh Tantia subject to the Said Mortgage.
21. In the circumstances mentioned hereinabove said Smt. Sarla Tantia, Mrs. Anita Tantia, Mrs. Laxmi Tantia and Harshvardhan Tantia became the joint and absolute owners of the Said Premises subject to the Said Mortgage and mutated their names in respect thereof in the records of the Kolkata Municipal Corporation.
22. The said Smt. Sarla Tantia, Mrs. Anita Tantia, Mrs. Laxmi Tantia and Harshvardhan Tantia thereafter caused the Said Property released from the Said Mortgage as stated in clause 17 above and the Said Property is thus free from all encumbrances.

Schedule C above referred to
Part I

(Flat”)

All That the residential flat (bare shell/semi bare shell/ finished) and/or apartment including the store room and also a toilet inside the store room therein being No. _____ on the _____ floor of the building popularly known as “Visaaya” to be/under construction on the land comprised within the Said Premises, having a carpet area of _____ sq.ft. more or less, with the respective areas of the regular balcony(ies), triple height balcony(ies) and kitchen/ service balcony/verandah and the open terrace, if any, being respectively _____ sq.ft. more or less, _____ sq.ft. more or less, _____ sq.ft. more or less and _____ sq.ft. more or less, having a total carpet area (including balconies) of _____ sq.ft, more or less, and as shown in **RED** colour on the plan annexed hereto being **Schedule D** herein below **together with** the rights, advantages and privileges appurtenant thereto.

Part-II**(“Car Parking Space”)**

All That the permission to park _____ (_____) number(s) of medium sized light motor vehicles/cars in _____ (one/two) (Covered Basement (1 Layer), _____ (one/two) Covered Basement (2 Layer), _____ (one/two) Covered Ground (1 Layer), _____ (one/two) Covered Ground (2 Layer), _____ (one/two) Open (1 Layer) and _____ (one/two) Open (2 Layer)) (as a facility and/or benefit attached with the Flat without charging any consideration) to be earmarked and/or identified and/or designated by the Developer in due course as permissible under the applicable law(s) to be considered and/or always to be considered as ‘limited common area’ within the meaning of the West Bengal Apartment Ownership Act 1972 in the building popularly known as “ Visaaya ” to be/under construction on the land comprised within the Said Premises together with the easements and/or right of way appurtenant to the beneficial use and enjoyment of the all of such parking space(s).

Part-III**(“Apartment”)**

All That the Flat as morefully described in Part I of Schedule C, herein above **as also** the Car Parking Space as morefully described in Part II of Schedule C herein above **along with** the undivided pro rata share of the Allottee in the Common Areas together with all right, advantages,

easements and privileges appurtenant thereto.

Schedule D above referred to

All That the plan annexed hereto showing in **RED** border the location of the Flat (which Flat is described Part I of Schedule C herein above) in the Project known as Visaaya being constructed on the land comprised within the Said Premises and which plan is to be treated as part and parcel of this agreement.

Schedule E above referred to

Part - I

(Payment Plan)

<u>Milestone</u>	<u>Percentage*</u> <u>(%)</u>
<u>On Booking/ Allotment</u>	<u>10% of the Total Price</u>
<u>On or before execution of this Agreement</u>	<u>10% of the Total Price</u>
<u>On completion of piling</u>	<u>10% of the Total Price</u>
<u>On completion of Basement Roof Casting</u>	<u>10% of the Total Price</u>
<u>On completion of casting of the 2nd Floor Roof</u>	<u>10% of the Total Price</u>
<u>On completion of casting of the 7th Floor Roof</u>	<u>10% of the Total Price</u>
<u>On completion of casting of the 14th Floor Roof</u>	<u>10% of the Total Price</u>
<u>On completion of casting of the Final Roof</u>	<u>10% of the Total Price</u>
<u>On completion of Flooring of the Said Flat</u>	<u>7.5% of the Total Price</u>

<u>On completion of the Doors and Windows of the Said Flat</u>	<u>7.5% of the Total Price</u>
<u>On issuance of fit out Letter</u>	<u>100% of the Extra Charges</u>
<u>On issuance of the Possession Notice</u>	<u>5% of the Total Price together with together with 100% of the Deposits</u>

***each of the aforesaid payable with the applicable Taxes thereon.**

Part – II

(“Extra Charges”)

(Non Refundable and Lump Sum)

Generator power back-up:	Rs. _____/- (Rupees _____ only)*
Legal charges which includes the incidental charges for facilitating only the registration of this Agreement and the Deed, the charges for formation of the Association, but excludes the applicable stamp duty and registration fees payable by the Allottee respectively on this Agreement, the Deed and the Association:	Rs. _____/- (Rupees _____ only)*
Costs, expenses and/or charges for carrying out the apportionment and separation in the records of the Kolkata Municipal Corporation in respect of the municipal rates and taxes payable by the Allottee:	Rs. _____/- (Rupees _____ only)*
CESC costs, expenses and charges for electricity infrastructure:	Rs. _____/- (Rupees _____ only)*

VRV Charges:	Rs. _____/- (Rupees _____ only)*
charges for providing amenities and facilities:	Rs. _____/- (Rupees _____ only)*
<p>Rule 25 Charges as payable to the Competent Authority if the Allottee is allowed/permitted by the Developer as per the Developer's sole and absolute discretion to make any internal changes to the Identified Flat. The costs of these changes shall be paid over and above the Rule 25 Charges as payable to the Competent Authority. These charges are to be advised and determined by the Developer if applicable for the Allottee.</p>	

*Each of the aforesaid payable with the applicable Taxes thereon

Part - III

("Deposits")

CESC electricity meter deposit:	At actuals
Maintenance deposit:	Rs. _____/- (Rupees _____ only)
Sinking fund:	Rs. _____/- (Rupees _____ only)
Municipal rates and taxes deposit:	Rs. _____/- (Rupees _____ only)

Schedule F above referred to **(Additional Disclosures/Details)**

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR THE OCCUPIER(S) OF THE APARTMENT:

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whose hands the Apartment may come, are bound to adhere to and observe, the following:

- I. The registration of this agreement is mandatory as prescribed under the provisions of the Act/Rules/Applicable Laws and the Allottee will be required to comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the Allottee, this Agreement shall be deemed to have been cancelled and the consequences arising therefrom as mentioned in this Agreement will follow. In this regard it is agreed by the Allottee that even after the registration of this agreement for sale, the Developer decides to cancel this Agreement for one or more defaults and/or non compliance of the Allottee of the terms of this agreement or for other reasons mentioned in this Agreement, and in case the Allottee fails and/or neglects to rectify and/or remedy such defaults, non compliances and/or breaches of the terms of this Agreement leading to such cancellation within a period of 30 days from the date of receiving communication in writing in this regard from the Developer then, and in such event, the Developer (subject, however, to the Developer refunding to the Allottee the amounts due to be refunded to the Allottee under the provisions of this Agreement and/or the Acts and/or the Rules, as the case may be) shall be entitled to cancel this Agreement so registered without any further reference to the Allottee and in case of such cancellation of this Agreement so registered, the Allottee hereby unequivocally grants and/or shall be deemed to have granted a power of Attorney to the Developer for signing the deed of cancellation of this agreement for and on behalf of the Allottee. Notwithstanding the Developer's entitlement to cancel this Agreement so registered and further right to execute and register a cancellation agreement as the constituted attorney of the Allottee, for and on behalf of the Allottee, the Developer, at the Developer's sole and absolute discretion, may, instead of cancelling this agreement so registered as as the constituted attorney of the Allottee, may ask the Allottee to be present personally at the registration office at the date and time communicated to the Allottee for cancelling of this Agreement. In case of non cooperation from the Allottee, the Allottee will be liable to pay damages @ Rs. 1,00,000/- (Rupees One Lakh only) per day of the Allottee's default in having this Agreement cancelled.
- II. The Allottee has understood that the Built-up area of the flat is _____ sq.ft and it is the aggregate of: (i) the Flat Carpet Area, (ii)

the area of the Balconies, (iii) 50% (fifty percent) of the area of the Private Open Terrace(s), if any, (iv) the niches, elevation, treatment and external walls of the Flat, all as computed by the Architect and the corresponding Super Built up area of the flat is _____ sq.ft, more or less, such super built up area shall be considered for the purpose of KMC mutation.

- III.** It is agreed by the Allottee with the Developer that no monetary adjustment shall be made for any reduction or increase, as the case may be, of upto an extent of 3% (three percent) of the Carpet Area vis a vis the Carpet Area of the Flat mentioned in this Agreement and such 3% plus or minus shall and shall always be accepted by the Parties herein to be the “defined limit” as mentioned in clause 1.7 of this Agreement.
- IV.** The Allottee has understood and unconditionally and unequivocally and/or categorically accepts that the applicable stamp duty and registration fees for registration of the said Apartment in favour of the Allottee shall be payable by the Allottee at actuals in addition to the Total Price mentioned under the head “Terms” in clause ‘1’ above. The Allottee has further understood and unconditionally and unequivocally and/or categorically accepts that the applicable stamp duty and registration fees will be payable on the carpet area of the Flat(as per the protocol of the registration office) and the prescribed area of the Car Parking Space and the Allottee shall accept the same and will pay such applicable stamp duty and registration charges without any demur or protest.
- V.** The Deposits as mentioned in 1.2 above and elaborated in **Part III of Schedule- E** above hereinabove written will be held by the Developer(free of interest) till such Deposits, (subject, however, to such deductions/ adjustments as may be determined by the Developer, and/or as applicable under the relevant law(s) and/or in terms of this agreement) are transferred to the association of allottees constituted and/or caused to be constituted by the Developer under the relevant law(s). In case, however, there is delay in constitution/formation of association of allottees under the relevant law(s) then, and in such event, the Developer may, at the Developer’s sole and absolute discretion handover such deposits to any informal/formal body representing the majority of the allottee’s within the Complex within such time frame and in such manner as the Developer may so determine.
- VI.** The Extra Charges as mentioned in 1.2 above and elaborated in **Part II of Schedule- E** above hereinabove written shall mean each of

the non refundable extra amounts payable by the Allottee on non refundable basis to the Developer and/or to the other entities, *inter alia*, towards any extra charges, in addition to the extra charges as stated above all charges/fees payable towards/in lieu of having regularized any deviations in the construction from the sanctioned plan(s) shall be payable by the Allottee proportionately or wholly, as the case may be, as stipulated in the relevant statute governing the same. In addition, applicable stamp duty and registration fees, incidental charges for registration of Sale Agreement and Sale Deed etc. to be paid by the Allottee at actuals, each as determined by the Developer at its sole and absolute discretion together with the applicable taxes thereon.

VII. It is agreed that all reference for payment of interest on amounts due as mentioned in this Agreement shall mean interest at the rate prescribed from time to time in the rules, such rate on the date of execution of this Agreement shall be the prime lending rate (or equivalent thereof by whatever name called from time to time) of the State Bank of India plus 2% (two percent).

VIII. It is agreed that the expression taxes wherever the reference to the taxes is appearing in this Agreement shall, subject, however, to the extent wherever applicable mean all the taxes, cesses, assessments, duties, levies, impositions, charges etc. by whatever name called including but not limited to sales tax, service tax, works contract tax, value added tax, goods and services tax (GST) etc. imposed/leviable/levied/charged/chargeable *inter alia* on each amount:

- i) paid/payable/deposited/to be deposited by the Allottee;
- ii) paid or payable by the Developer in respect of any part or portion of the Project (including the construction thereof); and
- iii) paid or payable on the demise/transfer and/or the permission contemplated hereunder, irrespective of whether such taxes, cesses, assessments, duties, levies, impositions, charges etc. are subsisting as on the Execution Date or are imposed/levied/revised in the future, with retrospective effect or otherwise, and shall mean and include any increments thereof.

IX. Wherever the expression Applicable Laws is mentioned in this agreement, it shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-

laws, regulations, ordinances, notifications, protocols, codes, guidelines, policies, directions, directives, notices, orders, judgments, decrees or other requirements or official directives, binding actions etc. of any Governmental Authority, or Person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter or hereafter, as updated or revised or amended or substituted from time to time.

X. Wherever the expression Association of allottees is mentioned in this agreement, it shall mean the entity to be formed and/or caused to be formed: (i) under the provisions of The West Bengal Apartment Ownership Act, 1972 and the rules governing the same (each as updated or revised or amended or substituted from time to time) to the extent not contrary and/or inconsistent to/ with the Act and/or to/with the Rules and/or to/with any other Applicable Laws (including those, if any, in super cession of The West Bengal Apartment Ownership Act, 1972); or (ii) under the provisions of any other Applicable Laws, *inter alia* (a) for the Common Purposes, and (b) to assume and perform such and other roles and obligations as may be determined by the Developer and /or Facility Management Entity at its sole and absolute discretion, the nature, composition, constituents, structure, manner of governance, administration, functioning, management etc. of which entity shall be determined by the Developer and /or Facility Management Entity at its sole and absolute discretion, without any objection being raised by the Allottee and/or by any of the Apartment Allottees on any ground whatsoever or howsoever.

XI. The Allottee has understood and unconditionally and unequivocally and/or categorically accepts that the Allottee is satisfied about the Common Areas And Amenities details of which are mentioned in **Schedule H** herein below and the Allottee shall not raise any requisition and/or seek any clarification on such amenities. The Allottee has also understood that the use of such Amenities shall, however, be subject to there be no outstanding maintenance charges remaining to be paid by the Allottee.

XII. The Allottee has understood and unconditionally and unequivocally and/or categorically accepts that even though the possession of the Apartment may be handed over by the Developer to the Allottee under the terms of this Agreement there may still be some work left to be completed in some portions of the Common Areas which will be completed in due course of time even after receipt of the

(completion certificate of the Project. In this regard the Allottee has further understood and further unconditionally and unequivocally and/or categorically accepts that the Project shall be considered to be completed and the Allottee shall not raise any claim of any nature whatsoever regarding timeline for completion of the Project or on any other ground whatsoever in this regard

XIII. The Allottee has understood and unconditionally and unequivocally and/or categorically accepts that the "title" of the entirety of the Common Area or as provided in this Agreement is to be conveyed/transferred to the association of Allottees as provided for in the Act and/or the Rules as also in clause 1.8 (ii) above in due course of time. The Allottee, hereby, unconditionally and unequivocally agree and confirm that the Allottee shall, upon receiving a request from the Developer shall sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Area to the association and the allottee also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Allottee to the Developer. The Allottee further unconditionally confirms to bear the proportionate costs towards applicable stamp duty and registration charges if so required to be proportionately borne and paid by the Allottee at the time of such transfer. This obligation of the Allottee, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Allottee in due course of time as and when required and shall be and shall always be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Allottee.

XIV. The Developer/Owners shall be entitled to obtain finance and/or loans and/or financial accommodations from any scheduled bank and/or financial institutions and/or NBFC's for the purpose of the construction and completion of the Project to the extent and within the provisions of the relevant laws provided, always that all such loans will be repaid by the Developer/Owners without the allottee in any way responsible for the same and provided also that the Developer/Owners (subject to the Allottee complying with all the Allottee's obligations under this Agreement to the full satisfaction of the Developer/Owners) shall ensure that by obtaining No Objection Certificate from the lender bank/financial institution, the said Apartment is made free from all encumbrances of all and any nature whatsoever on or before the execution and registration of the deed of conveyance of the said Apartment by the Developer and the Owner in favour of the Allottee.

- XV.** The proposed building and/or building within the Complex and/or the Project and also the Common Areas which are to be comprised within the Project shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Developer and/or by the architect for better use and enjoyment of such buildings and/or the Complex and/or the Project and/or the Common Areas in the Project without, however, affecting the rights of the Allottee, prejudicially and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas and in this regard the allottee also hereby grants and/or deemed to have granted an unconditional authority to the Developer for making required applications and/or applications to the concerned authority (ies) for obtaining all consents and approvals for effecting such changes and/or sanctions from such authorities.
- XVI.** The Allottee, if required by the Developer or under the Act/Rules, as the case may be shall make all payments, in common with other Co-buyers of constructed spaces in the Project in the proportion that the Carpet Area of the Flat bears to the total Carpet Area of all the flats within the Project;
- XVII.** The Allottee has made himself aware of the parking scheme sanctioned by the Municipality and the Allottee unconditionally and unequivocally and/or categorically accepts the right of the Developer to give permission to park vehicles/cars in the sanctioned covered and open areas (as a facility and/or benefit attached with the Flat without charging any consideration) and also accepts the right if the Developer to earmark and/or identify and/or designate the location of the said Parking Spaces as per the sanctioned parking scheme in due course. It has further been agreed and understood by the Allottee that the expression "Mechanical Pair" as appearing in the provisional allotment letter dated _____ shall always mean and be always read as 'a set of two car parking spaces, one above the other' and has been mentioned as "Mechanical Car Parking" in this Agreement;
- XVIII.** The Allottee hereby agrees and confirms that in case the said Apartment has been agreed to be purchased by the Allottee in a "finished" form which will mean the Flat to be given to the Allottee with the specifications mentioned in Part I of Schedule J of this agreement then, and in such event, the Developer shall only be under obligation to give possession of the said Flat only with the specifications mentioned in Part I of Schedule J and and the Allottee shall not raise

any objection in this regard.

XIX. The Allottee hereby further agrees and confirms that in case the said Apartment has been agreed to be purchased by the Allottee in a “bare shell/raw” form which will mean the Flat to be given to the Allottee only as per the specifications mentioned in **Part II of Schedule J** of this agreement then, and in such event, the Developer shall only be under obligation to give possession of the said Flat only with the specifications mentioned in Part II of Schedule J and the Allottee shall not raise any objection in this regard. The Allottee further agrees and confirms that in such case all fittings and fixtures has to be installed and/or fixed by the Allottee at the Allottees own costs and expenses without the Developer required to do anything in this regard. In this regard it is agreed and understood by the Allottee that at least 8 (eight) months before the date of the Developer intending to be ready for making application to the concerned authority for obtaining completion certificate of the Project, the Developer shall give permissive possession of the Flat to the Allottee on the specific condition that the Allottee, during the said period of 8 (eight) months will complete and/or cause to be completed the Flat in a habitable condition exclusively at the Allottee’s own costs and expenses to ensure that the Developer is in a position to apply to the concerned authority for grant of completion certificate of the Project and in this regard the Allottee also agrees to follow and/or comply with the directions of the Developer for making the Flat complete and habitable. During the said period of 8 (eight) months, the permissive possession of the Allottee shall always be deemed to be joint possession with the Developer without the Developer being liable in any manner whatsoever for any or all works being done and/or cause to be done by the Allottee within the Flat to make it complete and habitable. The Allottee shall keep the Developer updated of all works being done and/or cause to be done in the Flat on a periodical basis and in this regard the Allottee shall not raise any objection to the Developer and/or the Developer’s representative making inspection of the works being done in the Flat and if required to direct the Allottee to take steps to ensure that the Flat becomes habitable within the said period of 8 (eight) months. In case, however, at the expiry of 6 (six) months the Developer upon inspection of the Flat finds the work of completion of the Flat not being in a stage to be got completed within the remaining 2 (two) months then, and in such event, the Developer shall. If required, immediately cause an estimate of the remaining work to be done (including a supervision charge of 15% of such costs payable to the Developer) made and get such estimate approved from the

Allottee based on the then prevailing costs of various inputs and upon such approval of the said estimate by the Allottee, the Allottee will be under obligation to pay the cost of completion of the Flat as per the said estimate within 7 (seven) days of such approval to the Developer and the Developer will then cause the said remaining work of the Flat completed within the said time frame of 8 (eight) months in order to ensure that the Flat is completed and consequently also ensure that the Developer is in a position to apply for grant of completion certificate of the Project.

XX. The Allottee also hereby agrees and confirms that in case the said Apartment has been agreed to be purchased by the Allottee in a “semi bare shell” form/condition which will mean the Flat to be given to the Allottee with the specifications mentioned in **Part III** of **Schedule J** of this agreement then, and in such event, the Developer shall only be under obligation to give possession of the said Flat only with the specifications mentioned in Part III of Schedule J and the Allottee shall not raise any objection in this regard. The Allottee further agrees and confirms that in such case all fittings and fixtures has to be installed and/or fixed by the Allottee at the Allottees own costs and expenses without the Developer required to do anything in this regard.

XXI. The Allottee is aware that the pipelines of the upper floor flat shall pass below the ceiling of the lower floor flat in the toilet and shall be covered by false ceiling to be provided by the Developer. Accordingly the pipelines of upper floor flat shall pass below the ceiling of the lower floor flat being the Flat and the pipelines of the Flat shall pass below the ceiling of the lower floor flat. All costs of maintenance of such pipelines shall form part of maintenance charges. However if the Allottee commits any alteration or changes or damages or obstructs the said pipelines of the upper floor flat and/or the false ceiling, the Allottee shall be liable to bear and pay the entire charges and liabilities thereof and to remedy the same at the earliest and in any case within 24 hours of such alteration, changes, damage and obstruction. In all other cases where any issue occurs to such pipelines not attributable to any wrong doing by any allottee, the Maintenance In-charge shall upon being intimated by the concerned allottee take steps to repair and remedy the same and the concerned allottee shall grant permission to the person/s appointed by the Maintenance In-charge to allow unobstructed and unhindered access to his/her unit for such repair.

XXII. The Defect Liability of the Developer as mentioned in clause 12 of this Agreement the Developer shall:

1. not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee.
2. not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.
3. not be liable to rectify any defect occurring under the following circumstances:
 - (i) If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee has taken over possession of the Apartment. The Developer will not take any responsibility of waterproofing, cracks or for any defects in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - (ii) If there are changes, modifications or alterations in electrical lines and wirings after handing over possession of the Apartment unto the Allottee. The Developer will not take any responsibility for any defects in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
 - (iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
 - (iv) If the Allottee after taking actual physical possession of the Flat, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Flat by making any changes in the Flat, then for any defects like damp, hair line cracks, breakage in floor marble and tiles or other defects arising as a direct or indirect consequence of such alterations or changes, the Developer shall not be responsible;
 - (v) Different materials have different coefficient of expansion and contraction and as such because of this difference, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above will have to be rectified in the normal course of maintenance of the Building without the Developer being made responsible in this regard.
 - (vi) not be responsible for the defects in case the materials, fittings and fixtures provided by the Developer are not used/ maintained by the Allottee or the Allottees agents in the manner in which the same is

required to be maintained or in case the Annual maintenance Charges to be paid for such materials, fittings and fixtures are not paid by the Allottee;

- (vii) Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the Flat, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained in Clause 12 of this Agreement.
- (viii) not be allowed to use a hammer of any size or dimension in carrying out any internal work within the said Flat and in case of violation of this condition the Allottee will be liable for all costs and consequences for such violation of this condition and provided also that the Allottee, under no circumstances, tamper and/or change and/or make variations in any form and/or manner whatsoever the load bearing walls, beams and columns with the said Apartment.

XXIII. THE ALLOTTEE SHALL:

1. cooperate with the other co-buyers and co-occupiers of the constructed spaces/units within the Project, the Developer and/or the association of allottees and/or nominate agency (Facility Management Entity), as the case may be, in the management and maintenance of the Apartment, building and the Project and shall abide by the directions and decisions of the Developer and/or the association of allottees, as the case may be, as may be made from time to time in the best interest of the Flat, Building and/or the Project;
2. pay to the Developer or the association of allottees and/or nominate agency, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or willful act of the Allottee and/or any occupier of the Flat and/or family members, guests or servants of the Allottee or such other occupiers of the Flat;
3. use only the allotted slot of the parking as would be earmarked in due course by the Developer for exclusive use of the Allottee and not to use or park vehicles in any other slot within the Project.
4. not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion

- of the Said Premises and the Building in which the Flat is situated, other than in the area earmarked for the such purpose;
5. notify the Developer or the association of allottees and/or nominate agency , as the case may be, in case the Allottee lets out the Flat, of the tenant's/transferee's details, including address, email-id and telephone number;
 6. not sub-divide the Flat and/or any part or portion thereof;
 7. not close or permit the closing of verandahs, exclusive terrace, if any, or lounges or balconies or lobbies and common parts or portions;
 8. not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Flat;
 9. install grills, the design of which has not been suggested and/or approved by the Developer or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
 10. not build, erect or put upon the Common Areas any item of any nature whatsoever;
 11. not use the Flat or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to allottees/occupiers of other flats in the Project;
 12. not use the Flat for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
 13. not make or permit any disturbing noises in the Flat or allow the Allottee's family, invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the allottees/occupiers of other flats in the Project;
 14. not keep in the Car Parking Space anything other than cars or two-wheeler or use the same for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
 15. not park or allow its vehicle to be parked in the pathway or open spaces(except sanctioned parking) in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee, if any, or any other place specifically demarcated for the parking of the vehicles of visitors of allottees/occupiers of other flats in the Project;
 16. not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
 17. not misuse or permit to be misused the water supply to the Flat;

18. not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
19. not use the name/mark of the Developer in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Flat and if the Allottee does so, the Allottee shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of such mark of the Developer;
20. not carry on or cause to be carried on any obnoxious or injurious activity in or through the Flat, the garage or parking space, if any, and the Common Areas;
21. not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
22. not install or keep or run any generator in the Flat;
23. not smoke in public places inside the Project which is strictly prohibited and the Allottee and Allottees guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
24. not pluck flowers or stems from the gardens or plants;
25. not throw or allow to be thrown litter on the grass planted within the Project;
26. not trespass or allow to be trespassed over lawns and green plants within the Project;
27. not overload the passenger lifts and shall move goods only through the staircase of the Building;
28. not use the elevators in case of fire;
29. not object to the Developer and the association of allottees putting up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
30. not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Developer and/or the association and/or nominate agency of allottees, as the case may be;
31. not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
32. remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
33. not refuse or neglect to carry out any work directed to be executed in the Building or in the Flat after the Allottee has taken possession thereof, by a Competent Authority, or require or hold the Developer liable for execution of such works;

34. not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
35. Not object to the Developer entering into agreements (on such terms and conditions and for such period as the Developer shall decide) with the concerned service providers of the Developer's choice of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Developer within the Project and which would be declared to be common facilities by the Developer.
36. install air-conditioning units only at the designated places/ as constructed /approved by the Developer.
37. repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Flat, at the cost of the Allottee.
38. ensure that the domestic help/service providers visiting the said Flat use only the common toilets and while so using, keep the common toilets clean and dry.
39. not obstruct the Developer/ association of allottees (upon formation) in their acts relating to the Common Areas, amenities and facilities.
40. be liable and responsible to cooperate with the Developer in application and obtaining the mutation of the Flat in the records of the concerned authorities within a period of three (3) months and shall keep the Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Developer due to non-fulfilment and/or non-observance of this obligation by the Allottee;

XXIV. NOMINATION BY ALLOTTEE WITH CONSENT:

The Allottee admits and accepts that after the Lock in period, as mentioned below, and before the execution and registration of conveyance deed of the said Apartment, the Allottee (subject to the following conditions) will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject, however, to the nominee agreeing to strictly adhere to the terms of this Agreement

- (a)The Allottee shall make payment of all dues, including any interest for delay, to the Developer in terms of this Agreement, up to the time of nomination.

- (b) The Allottee cannot nominate any third party before the expiry of a period of 12 (Twelve) months from the date of this Agreement.
- (c) In respect of any nomination, the Allottee shall obtain prior permission of the Developer and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Developer and the Allottee.
- (d) The Allottee shall pay a sum calculated @ 2.5 % of the Total Price of the Apartment as mentioned in this Agreement plus applicable taxes, as and by way of nomination fees to the Developer. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. The nomination fees, however, shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee. Any additional income tax liability that may become payable by the Developer due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Developer agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that the Allottee shall not be entitled to nominate or assign the Allottee's rights under this Agreement save in the manner indicated above.

Schedule H above referred to
(“ Common Areas And Amenities”)

1. The entire land comprised in the said Premises
2. The driveway within the Building
3. Common DG set as identified by the Developer
4. Common Guard Room as identified by the Developer
5. Underground Sewage Treatment Plant (STP) to be located/installed at such portion/area of the Said Premises as identified by the Developer
6. Underground Water Treatment Plant (WTP) to be located/installed at such portion/area of the Said Premises as identified by the Developer

7. Underground Domestic Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Developer
8. Underground Fire Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Developer
9. Underground Fire & Domestic Pump Room to be located/installed at such portion(s)/ area(s) of the Said Premises as identified by the Developer
10. The entrance lobby for the Building
11. The drop off point
12. The common driveway and ramps within the Building to access the Said Car Parking Space(s)
13. All the staircases within the Building
14. All the lifts within the Building
15. All the green areas within the Building and on the Ground Floor
16. All the common toilets within the Building
17. The gatehouses and if any boom barrier within the Building
18. The lift lobby and service lift lobby within the Building
19. All the fire refuge Areas within the Building
20. All the AC ledges within the Building
21. All the lift machine rooms, mummy rooms, meter rooms, overhead tanks and electrical transformer and/or open to sky CESC and/or electrical installation rooms as identified by the Developer for the Building
22. All the electrical and service infrastructure identified by the Developer
23. All the service shafts within the Building
24. All the fire detection and fighting system
25. Pond and/or embankments

26. Club amenities and facilities

- i. Community Banquet Hall with Open Terrace on the 1st Floor
- ii. Library on the 1st Floor
- iii. Co Working space on the 1st Floor
- iv. Screening Room on the 1st Floor
- v. Swimming Pool on the 18th Floor
- vi. Badminton Court on the 18th Floor
- vii. Massage & Steam Room on the 18th Floor
- viii. Cards Room on the 18th Floor
- ix. Fitness Studio on the 19th Floor
- x. Yoga Deck on the 19th Floor

27. Solar Panels on the ultimate roof

28. Guest Elevator and lift lobby to access the 1st Floor Community Hall

Schedule I above referred to**("Building Specifications")****FOR THE PROJECT:**

STRUCTURE	
<i>Foundation</i>	RCC
<i>Super Structure</i>	RCC framed structure
<i>Walls</i>	Fly ash/ Red brick/ AAC blocks/RCC Wall
Floor Lobbies	Either Marble/ Vitrified tiles/engineered stone/granite
Entrance Lobby	Imported marble/engineered stone/granite
Staircases	Vitrified tiles/Stones/ Cement finish
Car Parking Space	Finished in cemented flooring
Elevators	Mitsubishi/ Kone/Otis

Electricals	LED lights or other lights in such of the common areas as determined by the Developer
Safety	CCTV monitoring system Fire Fighting System as per WBF&ES Fire Refuge Platform Video Door Phone
Generator	Back-up for common areas, services & apartment at extra cost

Schedule J above referred to

Flat Specification

Part - I

(Finished Apartments)

FOR THE FLAT:

WALL FINISHING	
<i>Inside Flat</i>	Putty/Gypsum Plaster
<i>Toilet</i>	Ceramic Tiles on the wall upto frame height
<i>Kitchen</i>	Ceramic Tiles dado upto 2 feet from the platform
FLOORING	
<i>Master Bedroom</i>	Imported Marble
<i>Bedrooms</i>	Imported Marble
<i>Living & Dining</i>	Imported Marble
<i>Kitchen</i>	Anti-skid ceramic tiles
<i>Toilets</i>	Anti-skid ceramic tiles
<i>Balcony/ Terrace</i>	Anti-skid ceramic tiles
OTHER FINISHES	
<i>Kitchen Counter</i>	RCC Casted with Cut Out for Sink
	Provision for hot and cold water
DOOR & WINDOWS	
<i>Door</i>	Wooden Frames
	Flush Door (only on the Main Door with Lock)

<i>Windows</i>	Aluminum / UPVC window
ELECTRICAL	Provision for Internet in living/dining
	Provision for TV points in all the bedrooms & living/dining
	Concealed copper wiring with modular switches
TOILETS	Sanitary/basin, Commod & Branded CP fittings
	Provision for geyser and exhaust fan in all the toilets

FOR THE STORE ROOM & TOILET

Floor	Ceramic Tile.
Wall Dado - Toilet	Ceramic in the toilet up to 7 feet height.
Window	Aluminium/UPVC window
Door Frame	Wooden Frame.
Door Shutter	Flush door shutter with commercial face

Part - II

(Bare Shell)

FOR THE FLAT:

WALL FINISHING	
<i>Inside Flat</i>	Raw RCC Surface
<i>Toilet</i>	Raw RCC Surface
<i>Kitchen</i>	Raw RCC Surface
FLOORING	
<i>Master Bedroom</i>	Raw RCC Surface
<i>Bedrooms</i>	Raw RCC Surface
<i>Living & Dining</i>	Raw RCC Surface
<i>Kitchen</i>	Raw RCC Surface
<i>Toilets</i>	Raw RCC Surface
<i>Balcony/ Terrace</i>	Raw RCC Surface
OTHER FINISHES	
<i>Kitchen Counter</i>	RCC Casted with Cut Out for Sink
	Provision for hot and cold water
DOOR &	

WINDOWS	
<i>Door</i>	Wooden Frames
	Flush Door (only on the Main Door with Lock)
<i>Windows</i>	Aluminum / UPVC window
ELECTRICAL	Concealed pipeline
TOILETS	Concealed pipeline
	Provisions for geyser and exhaust fan in all the toilets

FOR THE STORE ROOM & TOILET

Floor	Raw RCC Surface
Wall Dado - Toilet	Raw RCC Surface
Window	Aluminium/UPVC window
Door Frame	Wooden Frame
Door Shutter	NIL

Part - III

(Semi Bare Shell)

FOR THE FLAT:

WALL FINISHING	
<i>Inside Flat</i>	Raw RCC Surface
<i>Toilet</i>	Raw RCC Surface
<i>Kitchen</i>	Raw RCC Surface
FLOORING	
<i>Master Bedroom</i>	Imported Marble
<i>Bedrooms</i>	Imported Marble
<i>Living & Dining</i>	Imported Marble
<i>Kitchen</i>	Anti-skid ceramic tiled
<i>Toilets</i>	Anti-skid ceramic tiled
<i>Balcony/ Terrace</i>	Anti-skid ceramic tiled
OTHER FINISHES	
<i>Kitchen Counter</i>	RCC Casted with Cut Out for Sink
	Provision for hot and cold water
DOOR &	

WINDOWS	
<i>Door</i>	Wooden Frames
	Flush Door (only on the Main Door with Lock)
<i>Windows</i>	Aluminium/UPVC window
ELECTRICAL	Concealed pipeline
TOILETS	Concealed pipeline
	Provisions for geyser and exhaust fan in all the toilets

FOR THE STORE ROOM & TOILET

Floor	Raw RCC Surface
Wall Dado - Toilet	Raw RCC Surface
Window	Aluminium/UPVC window
Door Frame	Wooden Frame
Door Shutter	NIL

IN WITNESS WHEREOF the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

Executed and Delivered

by the **Owner** at Kolkata

in the presence of:

1.

2.

Executed and Delivered

by the **Developer** at Kolkata

in the presence of:

1.

2.

Executed and Delivered

by the **Allottee** at Kolkata

in the presence of:

1.

2.

Drafted By:

C. P. Kakarania

Advocate, High Court, Calcutta

=====
DATED THIS _____ DAY OF
_____ 2024
=====

SARLA TANTIA & ORS
....OWNER

AND

TAMOPAHA BUILCON LLP
....DEVELOPER

AND

....ALLOTTEE

AGREEMENT FOR SALE



C.P. KAKARANIA
10, OLD POST OFFICE STREET
ROOM NO. 96, THIRD FLOOR,
KOLKATA- 700001