

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

88AB 921858

AGREEMENT FOR SALE-CUM-ASSIGNMENT

This AGREEMENT FOR SALE-CUM-ASSIGNMENT ("Agreement") is entered into on this ..... day  
of ..... 2024.

**BY AND BETWEEN**

**Shrachi Developers Pvt Ltd**, having its registered office at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station: Anandapur, Post Office: Madurdaha Kolkata: 700107, having Income Tax Permanent Account No. AADCS8010J, represented by its authorised representative \_\_\_\_\_, working for gain at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station- Anandapur, Post Office -Madurdaha, Kolkata - 700 107, hereinafter referred to as the **"Lessee"** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the **FIRST PART**

**AND**

**Shrachi Beeu Projects LLP**, having its registered office at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station: Anandapur, Post Office: Madurdaha Kolkata: 700107, having Income Tax Permanent Account No. ALAPK3736E, represented by its authorised representative \_\_\_\_\_, working for gain at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station- Anandapur, Post Office -Madurdaha, Kolkata - 700 107, hereinafter referred to as the **"Developer"** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the **SECOND PART**.

The Owner and Developer hereinafter collectively referred to as the **"Promoter"**

**AND**

\_\_\_\_\_, [PAN: \_\_\_\_\_], Son of Mr. \_\_\_\_\_ and Mrs. \_\_\_\_\_ [PAN: \_\_\_\_\_], Daughter of Mr. \_\_\_\_\_ both residing at \_\_\_\_\_, P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, hereinafter collectively referred to as the **"Allottee/Purchaser"** (which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

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

**Definitions**

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

- a) **"Act"** means the The Real Estate (Regulation and Development) Act, 2016
- b) **"Rules"** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the The Real Estate (Regulation and Development) Act, 2021;
- c) **"Regulations"** means the regulation made under the Real Estate (Regulation and Development) Act, 2016

d) "section" means a section of the Act.

**WHEREAS:**

- A. West Bengal Transport Corporation Ltd formerly known as The Calcutta Tramways Company (1978) Limited, a Government of West Bengal undertaking and a Government company within the meaning of the companies Act, 1956 having its registered office at 12, R.N. Mukherjee Road, Kolkata- 700001, hereinafter referred to as "**WBTC**" (**Owner**), is the absolute and lawful owner of all that piece and parcel of land containing an area of 59.33 cottahs, more or less situated lying at and being part of its Depot at 34, Khudiram Bose Sarani since separated and renumbered as premises no. 34/1, within Tala P.S. and Ward no. 3 of the Kolkata Municipal Corporation hereinafter referred to as the "**Project Land**" and had decided to promote a project for construction and development therein. By a Lease dated 20<sup>th</sup> October, 2022 registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2022, Pages 1075335 to 1075365, being No. 190418169 for the year 2022, hereinafter referred to as the "**Head Lease**", WBTC has granted a lease of the Project Land to the lessee M/s. Shrachi Developers Pvt Ltd.
- B. By a Registered Development Agreement dated 17<sup>th</sup> February, 2023, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2023, at Pages 185842 to 185886, being Deed No. 190403270 for the year 2023, the said lessee Shrachi Developers Pvt Ltd have appointed SHRACHI BEEU PROJECTS LLP (the Developer herein) to develop the project land and accordingly have granted a Power of Attorney executed on 14<sup>th</sup> March 2023 and registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2023, at Pages 210301 to 210324, being Deed No. 190403869 for the year 2023, in favour of the Developer in this regard.
- C. The Promoter herein is undertaking the development of the project land and commercially exploiting the same in **All That** piece and parcel of plots of land admeasuring an area of \_\_\_\_\_ ( \_\_\_\_\_ ) decimal, be the same a little more or less, equivalent to \_\_\_\_\_ ( \_\_\_\_\_ ) square meter, be the same a little more or less, for commercial purpose ("**Said Land**") in ward no. 3 for the purpose of constructing of commercial Unit/ Units on the **Said Land** morefully described in **Schedule-A**, capable of being held and enjoyed independently, on the agreed terms and conditions in the project, name and styled as "**TIARA Commercials**" (**Said Complex**) on the Said Land.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the

- land on which the Project is to be constructed by the Developer have been completed;
- E. The Kolkata Municipal Corporation has received from the developer the notice of commencement to develop the project vide letters dated \_\_\_\_\_.
  - F. The Promoter has obtained the final layout plan, specifications and approvals for the Project and also for the Unit, plot or building, as the case may be, from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
  - G. The Promoter would get the Project registered under the provisions of the Act and /or the Rules at Kolkata.
  - H. The Allottee/Purchaser/Purchaser had applied for an Unit in the Project vide Application dated \_\_\_\_\_ ("Application Form") and has been allotted Unit no. \_\_\_\_ having carpet area of \_\_\_\_square feet, type\_\_\_\_, on the \_\_\_\_Floor in \_\_\_\_\_Tower no.\_\_\_\_ ("Tower") along with \_\_\_\_parking no. .... admeasuring \_\_\_\_square feet, as permissible under the applicable law and pro rata share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Unit" more particularly described in **Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B**)
  - I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
  - J. On demand from the Allottee/Purchaser, the Developer has given inspection to the Allottee/Purchaser of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects Messrs. \_\_\_\_\_ and to such other documents as are specified under the Applicable Laws.

The Developer has been authorized and empowered vide the Registered development agreement and Registered Power of Attorney by the Lessee to enter into lease agreements and/or general terms and conditions with the intending transferees in respect of the properties within the project land and the Promoter has done so upon the intending transferees agreeing to pay a lump sum payment, the rates of which were decided in consultation with WBTCCL, and in addition to the amounts payable to the Developer, the intending transferees will also pay a nominal annual lease rent to WBTCCL which will not exceed Re. \_\_\_/- per Square Meter of land occupied in cases of commercial use and Rs. \_\_\_/- per Square Meter of built up space of the leasehold property in case of non-commercial use, or further escalations thereon.

- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.

- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Unit and the garage/covered parking (if applicable) as specified in Para G.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee/Purchaser and the Allottee/Purchaser hereby agrees to purchase, the Unit as specified in Para G.
- 1.2 The Total Price for the Unit based on the carpet area together with \_\_\_\_\_ car parking is Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("Total Price") :

_____ Tower No. _____	Rate of Unit per square feet based on carpet area (inclusive of PLC+ Terrace, if any) Rs. _____
Unit No. _____	
Type: _____	Rate of Unit per square feet based on standard built up area- Rs _____
Floor : _____	
Total price (in rupees)	(Rupees _____ only)

[AND] [if/as applicable]

Car Parking	
Total price (in rupees)	

Explanation:

- i) The Total Price above includes the booking amount paid by the Allottee/Purchaser to the Developer towards the Unit;
- ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by

the Promoter, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee/Purchaser and the Project to the association of Allottee/Purchasers or the competent authority as the case may be, after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee/Purchaser;

- iii) The Promoter shall periodically intimate in writing to the Allottee/Purchaser, the amount payable as stated in (i) above and the Allottee/Purchaser shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee/Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - iv) The Total Price of Unit includes recovery of price of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project;
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee/Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee/Purchaser.
- 1.4 The Allottee/Purchaser(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/Purchaser by discounting such early payments @ at the interest rate per annum offered by \_\_\_\_\_ for its savings account for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Unit, as the case may be, without the previous written consent of the Allottee/Purchaser as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Unit is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Unit, allotted to Allottee/Purchaser, the Promoter may demand that from the Allottee/Purchaser as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee/Purchaser shall have the right to the Unit as mentioned below:

- i) The Allottee/Purchaser shall have exclusive ownership of the Unit;
- ii) The Allottee/Purchaser shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee/Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of Allottee/Purchasers after

duly obtaining the completion certificate from the competent authority as provided in the Act;

- iii) That the computation of the price of the Unit includes recovery of price of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project;
- iv) The Allottee/Purchaser has the right to visit the project site to assess the extent of development of the project and his Unit, as the case may be.

1.9 It is made clear by the Promoter and the Allottee/Purchaser agrees that the Unit along with \_\_\_\_\_ car parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/Purchasers of the Project.

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

1.11 The Allottee/Purchaser has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee/Purchaser hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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



2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/Purchaser shall make all payments on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule C) through A/c Payee Cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of "SHRACHI BEUU PROJECTS LLP" payable at Kolkata.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCE:**

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

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittance on behalf of any Allottee/Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/Purchaser only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Unit to the Allottee/Purchaser and the common areas to be association of Allottee/Purchasers or the competent authority, as the case may be.

**6. CONSTRUCTION OF THE PROJECT:**

The Allottee/Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the bye-laws framed by the WBTCCL and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE UNIT:**

- 7.1 Schedule for possession of the said Unit** – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee/Purchaser and the common areas to the association of Allottee/Purchasers or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place on \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity 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 condition then the Allottee/Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/Purchaser the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee/Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee/Purchaser, the Allottee/Purchaser agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit to the Allottee/Purchaser in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee/Purchasers, as the case may be after the issuance of the occupancy certificate.
- 7.3 **Failure of Allottee/Purchaser to take possession of Unit** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee/Purchaser shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in para 7.2 such Allottee/Purchaser shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 7.4 **Possession by the Allottee/Purchaser** - After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottee/Purchasers, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee/Purchasers or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottee/Purchasers or the competent authority, as the case may be.

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

Provided that where the Allottee/Purchaser proposes to cancel/withdraw from the project without any fault of the promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/Purchaser shall be returned by the promoter to the Allottee/Purchaser within 45 days of such cancellation.

- 7.6 **Compensation** – The Promoter shall compensate the Allottee/Purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement,

duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee/Purchasers, in case the Allottee/Purchaser 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 Unit with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due.

Provided that if the Allottee/Purchaser does not intend to withdraw from the Project, the Promoter shall pay the Allottee/Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit which shall be paid by the Promoter to the Allottee/Purchaser within forty five days of it becoming due.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) The said Land is free from any encumbrance and the said land is free from any mortgage.
- (iv) There are no litigations pending before any Court of Law or Authority with respect to the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee/Purchaser created herein may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with

respect to the said Land including the Project and the said Unit which will in any manner affect the rights of Allottee/Purchaser under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee/Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee/Purchaser and the common areas to the association of Allottee/Purchasers or the competent authority, as the case may be;
- (x) The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Unit, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/Purchaser and the association of Allottee/Purchasers or the competent authority, as the case may be
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Unit to the Allottee/Purchaser within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties and for which occupation certificate and

completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee/Purchaser stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee/Purchaser be required to make the next payment without any interest; or
- (ii) The Allottee/Purchaser shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee/Purchaser under any head whatsoever towards the purchase of the Unit along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice;

Provided that where an Allottee/Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee/Purchaser within forty five days of it becoming due.

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

- (i) In case the Allottee/Purchaser fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/Purchaser shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee/Purchaser under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee/Purchaser and refund the money paid to him by the Allottee/Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee/Purchaser about such termination at least thirty days prior to such termination.

**10. CONVEYANCE OF THE SAID UNIT:**

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

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee/Purchaser shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. However, in case the Allottee/Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/Purchaser authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee/Purchaser.

**11. MAINTENANCE OF THE UNIT/PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottee/Purchasers upon the issuance of the completion certificate of the project.

**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 Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/Purchaser from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoter/maintenance agency/association of Allottee/Purchasers shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/Purchaser agrees to permit the association of Allottee/Purchasers and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee/Purchaser 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 Allottee/Purchasers formed by the Allottee/Purchasers for rendering maintenance services.

**15. COMPLIANCE WITH RESPECT TO THE UNIT:**

- 15.1 Subject to para 12 above, the Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Unit, 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 Unit and keep the Unit, its 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.
- 15.2 The Allottee/Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board, name plate, neon light, publicity material or advertisement material etc. on the face façade or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/Purchasers 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/Purchaser shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the Unit.
- 15.3 The Allottee/Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee/Purchasers and/or maintenance agency appointed by association of Allottee/Purchasers. The Allottee/Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of an Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**17. ADDITIONAL CONSTRUCTIONS:**



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

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

**19. UNIT OWNERSHIP ACT (OF THE RELEVANT STATE):**

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

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee/Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/Purchaser until firstly the Allottee/Purchaser 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/Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/PURCHASER/SUBSEQUENT ALLOTTEE/PURCHASERS:**

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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee/Purchasers of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Promoter may, at its sole option and discretion without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Purchaser in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Purchaser that exercise of discretion by the Promoter in the case of one Allottee/Purchaser shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee/Purchasers.

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

**25. SEVERABILITY:**

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

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

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

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/Purchaser, in Kolkata after the Agreement is duly executed by the Allottee/Purchaser and the Promoter 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 Kolkata.

**29. NOTICES:**

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

\_\_\_\_\_ (Name of Allottee/Purchasers)

\_\_\_\_\_ (Allottee/Purchaser Address)

M/s. Shrachi Beeu Projects LLP (Promoter Name)

Shrachi Tower, 686, Anandapur, E.M. Bypass-R.B. Connector Junction, Kolkata – 700 107  
(Promoter Address)

It shall be the duty of the Allottee/Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/Purchaser, as the case may be.

**30. JOINT ALLOTTEE/PURCHASERS:**

That in case there are Joint Allottee/Purchasers all communications shall be sent by the Promoter to the Allottee/Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/Purchasers.

31. **SAVINGS:**

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

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

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

*[It is stated herein that as per the contractual understanding between the parties, the additional terms and conditions mentioned hereunder are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]*

34. **ADDITIONAL DEFINITIONS**

**Additional Definitions**

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"Allottee/Purchaser" shall mean persons who acquire Units in the said Land;

"Unit" shall mean the Unit bearing no. \_\_ having carpet area of \_\_\_\_\_square meter (\_\_\_\_square feet), corresponding to built-up area of \_\_\_\_\_square meter (\_\_\_\_square feet), corresponding to super built-up area of \_\_\_\_\_square meter (\_\_\_\_square feet), type\_\_\_\_, on the \_\_\_\_ Floor in \_\_\_\_\_ Tower no\_\_\_\_ along with the right to park \_\_\_\_\_parking no. .... admeasuring NIL square feet (hereinafter referred to as the "Unit" and more fully described in **Schedule A** hereunder as per the

floor plan and specifications annexed hereto and marked as **Schedule B**);

"**Applicable Interest Rate**" shall mean \_\_\_\_ (\_\_\_\_\_) per annum;

"**Applicable Laws**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive 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 including WBRERA as may be applicable;

"**Association**" shall mean the body to be created by the Allottee/Purchasers;

"**Booking Amount**" shall have the meaning ascribed to it in clause 1.11;

"**Common Areas**" shall mean and include the common portions, amenities and facilities of the Said Complex being described in **Schedule \_\_\_\_**;

"**Common Expenses**" shall include the proportionate share of common expenses briefly described and without limitation in Clause 46 herein to be paid borne and contributed by the Allottee/Purchaser for rendition of common services;

"**Common Rules**" shall mean the rules and regulations specified in Clause 47 to be observed by the Allottee/Purchasers for the common, peaceful, effective and harmonious use and enjoyment of the Complex;

"**Development Control Regulations**" shall mean the regulations under which the Allottee/Purchasers will be required to hold their properties;

"**Effective Date**" shall mean the date of execution when the Agreement comes into force;

"**IFSD**" shall mean interest free security deposit that the Allottee/Purchasers will be required to keep with the Promoter or the Maintenance Company;

"**Maintenance Charges**" shall have the meaning ascribed to it in Clause 41(b);

"**Maintenance Company**" shall mean the agency, body, company, association or condominium as may be appointed by the Promoter from time to time for the maintenance and upkeep.

"**Management Agreement**" shall mean the agreement that the Allottee/Purchasers may be required to execute with the Maintenance Company in the event the Promoter appoints one;

"**NRE Account**" shall have the meaning ascribed to it in the Foreign Exchange Management

(Deposit) Regulations, 2000;

**"Non-Resident Indian or NRI"** shall have the meaning ascribed to it in the Foreign Exchange Management Act, 1999;

**"NRO Account"** shall have the meaning ascribed to it in the Foreign Exchange Management (Deposit) Regulations, 2000;

**"Other Charges & Deposits"** shall mean the costs and deposits specified in Clause 45 herein to be paid by the Allottee/Purchaser to the Promoter in the manner hereinafter provided;

**"Parking Space"** shall mean the right to park car(s)/two-wheeler(s) in the [covered/open] parking space allotted to the Allottee/Purchaser measuring an area of ..... square feet more fully described in **Schedule A** hereunder;

**"Person of Indian Origin or POI"** shall have the meaning ascribed to it in the Foreign Exchange Management (Deposit) Regulations, 2000;

**"PLC"** shall mean the charges for preferential location of an Unit;

**"Sanctioned Plans"** shall mean the site plan, Building Plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plans and permissions granted by the competent authority for the Project;

**"Tower"** shall mean the 1 (One) separate G + \_\_\_\_\_ (Ground plus \_\_\_\_\_ storeyed) Buildings to be constructed within the said Land;

**"Tower Common Portions"** shall mean with respect to the Tower, the areas, facilities and amenities specified in Part - I of Clause 48 which are to be used and enjoyed in common with all the other Allottee/Purchasers of the Units in the Tower;

**"Unit"** shall mean each unit in the Project and the expression **"units"** shall be construed accordingly; and

### 35. COVENANT FOR SALE AND PURCHASE

The Promoter agrees to sell and the Allottee/Purchaser agrees to purchase the Unit on the terms and conditions contained in this Agreement, subject to Allottee/Purchaser:

- (i) agreeing to pay within due dates the Other Charges and Deposits specified in Clause 45 herein from time to time;
- (ii) agreeing to pay within due dates the Common Expenses specified in Clause 46 herein from time to time;

- (iii) agreeing to abide by and adhere to the Common Rules specified in Clause 47 herein from time to time; and
- (iv) agreeing to abide by, observe and perform the specific covenants, stipulations, restrictions and obligations contained in this Agreement;

## **36 PAYMENT OF TOTAL PRICE AND OTHER CHARGES & DEPOSITS**

### **36.1 Total Price**

36.1.1 The Allottee/Purchaser shall make the payment of the Total Price as per the payment plan set out in **Schedule C**. The Promoter may from time to time raise demand as per Payment Schedule for payment of installments by issuing notices to the Allottee/Purchaser and the Allottee/Purchaser shall make the payments promptly within the time stipulated in such notices.

36.1.2 Besides the Total Price, the Allottee/Purchaser shall be required to pay certain other amounts as mentioned in the Payment Schedule and in Clause 41(b) herein ("**Other Charges and Deposits**") at such times as prescribed in the Payment Schedule or as may be demanded by the Promoter from time to time.

36.1.3 Any change of Payment Plan/Schedule shall normally not be entertained but may be entertained on the discretion of the Promoter on payment of an extra charge of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only).

### **36.2 Prompt payment**

The Promoter has informed the Allottee/Purchaser and the Allottee/Purchaser is aware that any default in payments would jeopardize the entire Project as well as expose the Promoter to financial losses and also affect the other Allottee/Purchasers and the completion of the Project.

### **36.3 Dishonour of payment instruments**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee/Purchaser for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee/Purchaser of the dishonour of the cheque and the Allottee/Purchaser would be required to promptly tender a Demand Draft of the outstanding amounts including interest at Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only) together with applicable taxes thereon (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to

provisions hereunder. In the event the Allottee/Purchaser comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonored cheque.

#### **36.4 Delayed payments**

Any delay or default on the part of the Allottee/Purchaser to pay the amounts payable by him to the Promoter under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the Allottee/Purchaser and in event of such breach, the Promoter shall be entitled to charge interest as may be prescribed under Applicable Laws for the period of delay.

### **37 FINANCE**

#### **37.1 Raising of finance by Promoter**

The Promoter shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the said Land and/or securitization of the receivables.

#### **37.2 Raising of finance by Allottee/Purchaser**

The Allottee/Purchaser may obtain finance from any financial institution/bank or any other source but the Allottee/Purchaser's obligation to purchase the Unit pursuant to this Agreement shall not be contingent on the Allottee/Purchaser's ability or competency to obtain such financing and the Allottee/Purchaser shall remain bound by this Agreement whether or not he/she has been able to obtain financing for the purchase of the Unit.

### **38 POSSESSION OF THE UNIT**

#### **38.1 Mode of giving possession**

The Promoter shall serve upon the Allottee/Purchaser a notice in writing ("**Possession Notice**") to take over possession of the Unit within \_\_\_\_ (\_\_\_\_) days ("**Possession Period**") from the date of the Possession Notice. It will not be necessary for the Promoter to complete the larger and/or the particular common areas and installations before giving such notice but shall be liable to complete the same within a reasonable time thereafter. Upon the Allottee/Purchaser complying with all provisions, formalities, documentation, etc. as may be prescribed by the Promoter in this regard and provided the Allottee/Purchaser is not in default of any of the terms and conditions of this Agreement, the Promoter shall give possession of the Unit to the Allottee/Purchaser on a date ("**Possession Date**") mutually agreed but within the Possession Period. It is understood that the Possession Date shall not be a date later than the date specified in clause 7.1 above.



## **38.2 Deemed Possession**

It is understood by the Allottee/Purchaser that even if the Allottee/Purchaser fails to take possession of the Unit within the Possession Period, the Allottee/Purchaser shall be deemed to have taken possession on the \_\_\_\_\_ day from the date of Possession Notice which date, for all purposes and irrespective of the actual date when the Allottee/Purchaser takes physical possession of the Unit, will be deemed to be the Possession Date.

## **38.3 Responsibilities**

On and from the Possession Date:

- 38.3.1 The Unit shall be at the sole risk and cost of the Allottee/Purchaser and the Promoter shall have no liability or concern thereof;
- 38.3.2 The Allottee/Purchaser shall become liable to pay the Maintenance Charges in respect of the Unit and the common areas and facilities on and from the Possession Date;
- 38.3.3 All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the common areas shall be paid and borne by the Allottee/Purchaser proportionate to his interest therein and those relating only to the Unit shall be borne solely and exclusively by the Allottee/Purchaser, with effect from the Possession Date.
- 38.3.4 All other expenses necessary and incidental to the management and maintenance of the Project.
- 38.3.5 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee/Purchaser, which it has collected from the Allottee/Purchaser, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/Purchaser or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee/Purchaser, the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoings and penal charges, if any, to the authority concerned or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

## **39 COMMON AREAS, FACILITIES AND AMENITIES**

### **39.1 Undivided interest**

The Allottee/Purchaser together with all other Allottee/Purchasers of Units in the Project

shall have only proportionate undivided variable and impartible interest and not any individual right in all common areas, amenities and facilities built or provided in the Project.

#### **39.2 Water supply**

Water supply to the residents of the Project will be made available from deep tube wells or any other available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost water supply is not permitted. Each Unit shall be given one water supply connection. The installation cost will be reimbursed by the Allottee/Purchaser and the usage charges will be applicable on actual consumption basis. However, after handing over the common areas and facilities of the Project, the Promoter/Maintenance Company/Association may make alternative arrangement for supply of potable water from the municipal/competent authority concerned and create necessary permissible infrastructure for the same at a cost which will be reimbursed by the Allottee/Purchaser as and when intimated by the Promoter/Maintenance Company/Association.

#### **39.3 Sewerage**

The entire sewage of the Project will be treated by the modern sewage treatment technology. This will efficiently treat the sewage and provide clean treated water at the end, which may be used for horticulture purposes. All the Units in the Project are to be connected to this system. For greater efficiencies and environmental reasons, the Allottee/Purchaser shall not dispose of solid wastes like paper and kitchen waste into the waste drains of toilets and kitchens.

#### **39.4 Solid waste management**

The Promoter/Maintenance Company/Association or any agency appointed by the Promoter/Maintenance Company/Association will arrange for collection and disposal of solid waste as per relevant statutes.

#### **39.5 Storm water disposal**

There will be a network of storm water management system through the entire Project. In order for this system to work, it is imperative that the drains are kept clear and clean at all locations.

#### **39.6 Power supply**

Installation costs, deposits and other charges to be paid by the Promoter to the Power Supply Authority concerned towards obtaining, installing power and for providing electricity to common areas like street light, parks, green verge, community facilities etc., shall be borne and payable by the Allottee/Purchaser proportionately. The Promoter/Maintenance Company/Association shall recover such installation costs, deposits and other charges from the Allottee/Purchaser. The amount recoverable from the Allottee/Purchaser for power

arrangements shall be as specified in clause 45 hereunder written.

The Allottee/Purchaser shall pay for the Electricity Security Deposit ("ESD") for individual electric meters allotted to the Allottee/Purchaser by the Power Supply Authority.

In case the Power Supply Authority fails to provide individual meter to the Allottee/Purchaser and makes provision for a bulk supply, the Promoter shall provide sub-meters to the Allottee/Purchaser upon payment of the proportionate ESD payable to the Power Supply Authority for such connection. The amount recoverable from the Allottee/Purchaser will be intimated in due course as soon as the same is known to the Promoter.

The ESD would be subject to revision and replenishment and the Allottee/Purchaser shall be liable to pay proportionately such revision and replenishment to the Power Supply Authority as per their norms. In such cases the Allottee/Purchaser may be required to enter into a separate agreement for supply of electricity through sub-meters.

#### **39.7 Diesel Generator backup**

The Allottee/Purchaser will be provided power back up and will be charged extra both for installation and consumption of power as intimated by the Promoter. Any Allottee/Purchaser may opt for power back up of over and above the specified limit already provided by making specific request to that effect to the Promoter at the costs and expenses of the Allottee/Purchaser.

The Allottee/Purchaser shall be liable to pay installation charges as specified in clause 45 hereunder written and the same shall be paid to the Promoter within the due date to be notified thereof by the Promoter.

The actual running cost and maintenance charges of DG will be separately charged from the Allottee/Purchaser on the basis of proportionate backup power subscribed by him. The actual running and expenses for the DG for common areas will be charged from the Allottee/Purchaser.

#### **39.8 Additions or replacements**

As and when any plant and machinery, including but not limited to, DG sets, electric substations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all the Allottee/Purchasers in the Project on pro-rata basis as specified by the Promoter/Maintenance Company/Association. Upon completion, the Promoter/Maintenance Company/Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee/Purchaser agrees to abide by the same.

#### 40 MAINTENANCE AND ASSOCIATION

The Promoter may manage and maintain the common parts and utilities of the Project by itself or may hand over these to the Maintenance Company for which all Allottee/Purchasers may be required to execute an Agreement ("Management Agreement") with the Maintenance Company.

- (a) The Allottee/Purchaser shall become a member of the Association. The Allottee/Purchaser shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Unit or common areas and facilities in the Project.
- (b) For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee/Purchaser shall be liable to remit per month the proportionate maintenance charges ("**Maintenance Charges**") of such area and facilities as may be fixed by the Promoter/Maintenance Company and upon completion the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee/Purchaser fails to pay:
  - (i) The Allottee/Purchaser shall not be entitled to avail any maintenance services;
  - (ii) Applicable Interest Rate will become payable by the Allottee/Purchaser; and
  - (iii) The Promoter/Maintenance Company/Association shall adjust the unpaid amount from the IFSD. If due to such adjustment in IFSD falls below the six months average of the Maintenance Charges, then the Allottee/Purchaser shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill
- (c) An interest free corpus deposit ("**Maintenance Security Deposit**") for the Unit shall be paid by the Allottee/Purchaser to the Promoter on or before taking over possession of the Unit. The Maintenance Security Deposit is Rs. \_\_\_/- per square feet of the constructed area of the Unit and the same shall be used by the Promoter/Association for repair of common areas, facilities and equipment provided in the Project. Notwithstanding the above, the Promoter reserves the right to utilize this deposit to adjust any realizable dues from the Allottee/Purchaser. The unused portion of the Maintenance Security Deposit shall be transferred to the Association as and when desired by the Association.
- (d) The Allottee/Purchaser shall pay, over and above the monthly running Maintenance Charges and the Maintenance Security Deposit, an amount equivalent to 6 (Six) months proposed monthly Maintenance Charges towards the Interest Free Security Deposit ("**IFSD**") to the Promoter calculated at the rate of Rs \_\_\_/- (Rupees \_\_\_\_\_ only) per square feet of the constructed area of the Unit per month on Possession Date. The said IFSD shall be kept with the Promoter in order to secure adequate provision of the maintenance services and due performance of the Allottee/Purchaser in promptly paying the maintenance bills and other charges as raised by the Promoter/Maintenance Company/Association. If the said

IFSD remains unutilised then the same shall be transferred to the Association as and when desired by the Association.

#### **41 COVENANTS OF THE ALLOTTEE/PURCHASER**

##### **41.1 Commercial use**

The Allottee/Purchaser shall not use the Unit or permit the same to be used for any purpose other than commercial or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

##### **41.2 Transfer**

The Allottee/Purchaser shall not transfer or assign the rights under this Agreement without prior written permission from the Promoter till such time all payments under this Agreement are cleared. The Promoter shall retain the first right of refusal for such transfer of rights. Where the Promoter does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Unit, the Allottee/Purchaser shall pay a transfer fee @ 3% (three percent) on the prevailing market value of the Unit determined by Directorate of Registration and Stamp Revenue, Finance Department, Government of West Bengal, at the date of such transfer or on transaction amount, whichever is higher, vide a nomination agreement, which if required under the Applicable Laws, shall be registered. Such transfer however shall be permissible only if the first installment as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

It may be noted that change of joint Allottee/Purchasers will be treated as transfer under this clause. However it is clarified that for this purpose, transfer of allotment within the same family shall not be treated as transfer of allotment. "Family" shall mean the Allottee/Purchaser himself together with the spouse, dependant parents and dependent children of such Allottee/Purchaser.

#### **42 ADDITIONAL EVENTS OF DEFAULTS AND CONSEQUENCES**

All defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement and/or the Allotment Letter shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and not exhaustive:

- (i) Failure by the Allottee/Purchaser to countersign and return the Promoter's copy of the Allotment Letter to the Promoter within the time stipulated therefor in the Allotment Letter.
- (ii) Failure to make the payments within the date stipulated therefor in the Allotment Letter

or in this Agreement of the Total Price, stamp duty, registration fee, legal expenses, any incidental charges, including, but not limited to, security deposit, lease rent, deposits for bulk supply of electrical energy, taxes, as may be notified by the Promoter to the Allottee/Purchaser from time to time.

- (iii) Failure to execute and register the transfer deed or any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Promoter relating to the Unit. Failure to take possession of the Unit within the date stipulated by the Promoter in its notice for possession.
- (iv) Failure to execute the Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, or any increases in respect thereof, as demanded by the Promoter, its nominee, other Body or Association of Owners/Association of the Project.
- (v) Failure, pursuant to a demand by the Promoter in terms of this Agreement, to become a member of the association of owners of the Project or to pay subscription charges etc. as may be required by the Promoter or the association of owners, as the case may be.
- (vi) Assignment of the Allotment Letter or any interest of the Allottee/Purchaser therein without prior written consent of the Promoter.
- (vii) Dishonour of any cheque(s) given by any Allottee/Purchaser for any reason whatsoever.
- (viii) Any other acts, deeds or things which the Allottee/Purchaser may commit, omit or fail to perform in terms of this Agreement, any other undertakings, affidavits, indemnities etc. or as demanded by the Promoter which in the opinion of the Promoter amounts to an event of default and the Allottee/Purchaser shall be bound to abide by the decision of the Promoter in this regard which shall be final and binding on the Allottee/Purchaser.

Without prejudice to the rights of the Promoter to charge interest in terms of this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including, but not limited to, those specified above, the Promoter may at its sole discretion issue a notice of such default to the Allottee/Purchaser and the Allottee/Purchaser shall be provided with a period of 15 (fifteen) days from the date of such notice to cure the said default or breach. In the event that the Allottee/Purchaser fails to cure such default or breach, within 15 (fifteen) days from the date of notice (or such default or breach is not capable of being rectified), the Promoter shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered/Speed Post with A/D at the address provided by the Allottee/Purchaser(s) and/or e-mail at the e-mail address provided by the Allottee/Purchaser, intimating him of the specific breach or default of terms and conditions in respect of which the Promoter is cancelling and terminating this Agreement. On such cancellation, the allotment and this Agreement shall stand immediately cancelled and the Allottee/Purchaser shall have no right whatsoever with respect to the

Unit. Upon cancellation of the allotment and termination of the Agreement, the Promoter shall, within 45 (forty-five) days from such termination, refund by way of cheque/demand draft all amounts paid by the Allottee/Purchaser till the date of cancellation less the Cancellation Charges without interest, being the liquidated damages payable to the Promoter.

#### **43 MISCELANEOUS**

- 43.1 The Allottee/Purchaser hereby agrees for allotment of the Unit on the specific understanding that his/her/its right to the use of common areas shall be subject to timely payment of Maintenance Charges, as determined by the Promoter/Maintenance Company (or Association) and performance by the Allottee/Purchaser of all his/her/its obligations in respect of the terms and conditions specified by the Promoter/Maintenance Company and/or Association from time to time.
- 43.2 The Deed of Conveyance of the Unit shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the Deed of Conveyance will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.
- 43.3 It is understood by the Allottee/Purchaser that all other areas i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with competent authority to be filed in accordance with the Applicable Laws.
- 43.4 The Allottee/Purchasers shall abide by the terms and conditions of the Development Control Regulations/Hand Book to be issued by the Promoter to enable it to regulate the future developments of Tiara Commercials. The Development Control Regulations shall at all times be considered a part of this Agreement and shall survive the transfer deed in respect of the property in favour of the Allottee/Purchaser. Any violation of this condition shall entitle the Promoter to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.
- 43.5 The Allottee/Purchaser is fully aware of the fact and covenants that notwithstanding anything elsewhere to the contrary herein contained, it is expressly clarified that the paths passages driveways etc., along the outer periphery of the Commercial Complex on its Northern, Eastern, Southern and Western Portion shall be for common use by the Allottee/Purchasers as well as the Promoter.
- 43.6 **Provisions of this Agreement applicable on the Allottee/Purchaser/subsequent Allottee/Purchasers**

It is clearly understood and 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 Allottee/Purchasers of the Unit, in

case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

#### 43.7 **Non-waiver**

Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

#### 43.8 **Indemnity**

Each Party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of the provisions of this Agreement by the Indemnifying Party;
- iv. any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue;
- v. failure by the Indemnifying Party to fulfill its obligations under any applicable law; and

#### 43.9 **Jurisdiction**

The Courts at Kolkata shall have exclusive jurisdiction.

#### 44 **Other Charges and Deposits**

The Other Charges and Deposits payable by the Allottee/Purchaser are as follows:-

##### **Part-I** **[Other Charges]**

1. **Electricity Service Connection Charge:** Costs incurred in making arrangements with WBSEDCL on actual for giving direct LT connection to the Allottee/Purchaser/Transferee



will be payable to the Promoter/Transferor by the Allottee/Purchaser/Transferee.

2. **Association Formation Charges:** Costs incurred by the Promoter/Transferor for formation of Association will be payable to the Promoter/Transferor by the Allottee/Purchaser/Transferee on actual.
3. **Documentation Charges:** The documentation charges or legal fees shall be paid by the Allottee/Purchaser/Transferee at the rate of 1 % (One per cent) of the Total Price.
4. **External Development Charges:** The External Development Charges calculated at the rate of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) per square feet of the constructed area of the Unit shall be payable by the Allottee/Purchaser/Transferee to the Promoter/Transferor
5. **Lease Rent:** The Allottee/Purchaser/Transferee shall pay the rental charges under the Head Lease to the WBTCCL in respect of the undivided, proportionate, impartial and singly non-transferable share in the land for the residue period of the Head Lease as also its renewals, if any, to be revised upwards of every 5 (five) years as contained in the Head Lease without any deductions of whatsoever nature and/or kind
6. **Generator facility for inner consumption:** A sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) shall be compulsorily payable by the Allottee/Purchaser/Transferee towards proportionate cost of providing stand-by generator of 500 Watts for internal consumption in the Unit. Additionally, the Allottee/Purchaser/Transferee may, upgrade to stand-by generator of 1000 Watts at an additional cost of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only).

Further other miscellaneous charges, taxes, levies or penalties in relation to the transfer of the Unit including preparation of the Transfer Deed and other documents if any to be executed in pursuance thereof shall also be paid by the Allottee/Purchaser.

#### **Part-II** **[Deposits]**

- i. **Corpus Deposit:** An interest free corpus deposit calculated at the rate of Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) per square feet of the constructed area of the Unit ("**Corpus Deposit**") for the Unit shall be paid by the Allottee/Purchaser to the Promoter, on or before a date to be notified by the Promoter which date shall not be a date later than the Possession Date. The amount of such Corpus Deposit payable shall be intimated by the Promoter on or before possession date. The Corpus Deposit shall be used by the Promoter /Association for repair of the Project or equipments provided therein. Notwithstanding the above, the Promoter reserves the right to utilize this deposit to adjust any realizable dues from the Allottee/Purchaser. The unused portion of the Corpus Deposit shall be transferred to the Association without interest when incorporated.
- ii. **Electricity Security Deposit:** Deposits on actual to be incurred regarding obtaining of L.T.

connection from WBSECDL will be payable to the Promoter by the Allottee/Purchasers.

#### 45 Common Expenses

The expenses of the Common Portions mentioned herein will be proportionately shared by the Allottee/Purchaser with all the other Allottee/Purchasers as follows:

- A. The costs and expenses relating to the Project shall be borne by all the Allottee/Purchasers in the proportion constructed area of any Unit will bear to the area of all the other constructed areas in the Project which will include all costs for maintaining the Common Portions.
- B. Some of the expenses mentioned herein may be common to all the Allottee/Purchasers or only to those of any particular Unit as may be decided by the Promoter or the Association, as the case may be.
- C. The expenses for maintenance, operation and renovation etc. of the Project shall be borne and paid by the Allottee/Purchasers to the extent and in the manner the Promoter or the Association, as the case may be, may decide.
- D. The expenses shall, inter-alia, include the following:
  - i. **Maintenance:** All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the Common Portions and plantation of trees, maintaining the garden and supplying of round the clock water.
  - ii. **Staff:** The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter or the Association, as the case may be, for managing and maintaining and security of the common areas and facilities and utilities of the Project.
  - iii. **Operational:** All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
  - iv. **Insurance:** Costs towards payment of premium for insuring the Unit and the Common Portions.
  - v. **Rates, taxes and outgoings:** All rates, levies, taxes, lease rent or fees that are to be paid by the Promoter or the Association, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
  - vi. **Others:** Any other expenses incurred by the Promoter or the Association, as the case may be, in respect of the Project and its Common Portions, not specifically mentioned herein including, but not restricted to, litigation expenses.

#### 46 Common Rules

- I. The Allottee/Purchaser shall not:
  - a) Engage in any activity, which is offensive, obnoxious or injurious to public health
  - b) Use or allow any part of the Unit to be used for any illegal or immoral purposes or any

other purpose which may cause annoyance or inconvenience to of the other occupiers in the Project

- c) Use or allow to be used the Unit or any part or portion thereof for the purpose of public guest house, hotel, boarding house or for any other purpose similar thereto
- d) Claim any right, title and/or interest of whatsoever nature or kind over or in respect of any other part or portion of the Project
- e) Make any alteration or modifications in the structure without the approval of the Promoter/Transferor

**II. The Allottee/Purchasers shall:**

- a) Carry out the terms embodied in this Deed as well as those in the Head Lease and will continue to be bound thereby
- b) Carry out, observe and fulfill all the terms and conditions while making the application for allotment, and other terms and the rules that have since been promulgated and may hereafter be promulgated for or relating to development, control, code of conduct, infrastructure and aesthetic controls and/or any other Code or Rules, which have been handed over to the Allottee/Purchaser/Transferee at or before the execution hereof or will be handed over to the Allottee/Purchaser/Transferee from time to time which may, hereafter, be introduced by way of amendment or otherwise by or on behalf of the Promoter/Transferor for the beneficial use and enjoyment of the Project by all its occupiers
- c) Pay the Lease Rent to WBTCCL in advance for the year for which the same is payable
- d) Pay any increase in the Lease Rent as and when the same is revised
- e) Pay the Maintenance Charges i.e. the charges for maintenance of the Common Portions, at such rate as may be fixed from time to time
- f) Pay, in case it delays or defaults in making payment of the Maintenance Charges hereafter called the "**Allottee/Purchaser's/Transferee's Payables**", within the stipulated time for its payment, without prejudice to other rights of the Promoter/Transferor, interest @ 18% per annum on the defaulted amount of the Allottee/Purchaser's/Transferee's Payables till the date of payment along with interest thereon
- g) Pay or cause to be paid all rates and taxes or imposition which are now or hereinafter payable in respect of the Unit
- h) Pay for the supply of electricity consumed by the Allottee/Purchaser/Transferee at the Unit at such rate which may be fixed by the Promoter/Transferor or any other agency setup by the Promoter/Transferor or directly to the electric energy supplier, as the circumstances may require
- i) Pay for the supply of reticulated gas consumed by the Allottee/Purchaser/Transferee at the Unit at such rate which may be fixed by the Promoter/Transferor or any other agency setup by the Promoter/Transferor or any agency / body directed by the Promoter/Transferor
- j) Pay or cause to be paid all rates and taxes or imposition, including Goods and Service tax and VAT, if any, payable, on the Allottee/Purchaser's/Transferee's Payables which are now or hereinafter in future be payable in respect thereof

- k) Use and enjoy all the Common Portions subject to such restrictions which the Promoter/Transferor or any other agency set up by the Promoter/Transferor or WBTCCL for the purpose of management and maintenance of the Project impose in the interest of all
- l) Use the Unit solely for commercial purpose and for none other and not convert it or any part thereof into a place of public worship or for any commercial purpose of whatsoever kind
- m) Give up the Unit on demand if it or any part thereof is at any time required by the Government for any public purpose when the Allottee/Purchaser/Transferee will be entitled to refund of the entire amount of compensation money paid by the Government in respect of the Unit
- n) Permit the concerned authorities including the Promoter/Transferor, WBBTCL and their respective agents on 24 hours notice and at all reasonable hours to enter upon the Unit to view its condition for all reasonable purposes
- o) Keep the Unit reasonably clean and in habitable condition
- p) Keep the boundary wall around the Unit in good repairs, well maintained and properly painted at all material times
- q) Be deemed to have undertaken that it is well aware and admits that the Common Portions including without limitation all common areas, services and facilities such as roads, water systems, drainages, garbage disposal systems, landscapes, sewerage treatment plant and sewerage system of the Project shall always remain the property of the Promoter/Transferor and though the Promoter/Transferor will be responsible for their maintenance and management, either by itself or through a management agency which may be formed for the maintenance and management of the Project, the Allottee/Purchaser/Transferee shall have to pay proportionate charges for such maintenance and under no circumstances will the Allottee/Purchaser/Transferee object to the Promoter/Transferor transferring these areas, services and/or facilities and the responsibility of the maintenance and management thereof to any agency setup by the Transferor for the purpose of management and maintenance of the Common Portions.
- r) Allow persons without any obstruction or hindrance authorized by the Promoter/Transferor or WBTCCL to inspect, repair and clear the sewerage lines, water lines and the electrical lines passing through or over the Unit or to do any other work in connection therewith required for the proper maintenance, usage and/or safety of the Project
- s) Have no right to interfere with in any manner, any project or activity within the Project save and except through the Advisory Body
- t) Allow the Promoter/Transferor and/or WBTCCL to re-enter and take possession of the Unit in default of observance and performance by the Allottee/Purchaser/Transferee of any of the terms and conditions and covenants on its part
- u) Comply with all the terms, conditions and obligations as mentioned in the Head Lease
- v) Apply for and have the Unit separately mutated and assessed in its name in the records of all concerned authorities and shall pay taxes accordingly
- w) Continue to keep deposited the amount of the 'Sinking Fund & / or Corpus Deposit &/ or other Deposits by whatever named called', if any, deposited by it with the

- Promoter/Transferor and deposit such further sum if so required on demand with the Promoter/Transferor as the case may be in consultation with the Advisory Body
- x) Execute agreements with the FMC for the upkeep of the common areas of the Project in consultation with the Advisory Body
  - y) Pay monthly maintenance charges as and when requested by the FMC in consultation with the Advisory Body
  - z) Ensure and arrange at their own cost and efforts all precautionary measures like shoring, piling etc as required to protect the structure and services on the adjacent plots/properties and the common infrastructure of the Project during construction of any building/ structure, laying of services in the said plot/property or in the event of any additional construction, alteration, modification as per approved plan and complying with all statutory guidelines thereon.

#### 48. Common Areas

The Common Areas for the Project are as follows:

##### **Part I (Tower Common Portions)**

1. Roof, Mumty room
2. Stair Case and its landings, Lobbies
3. Lift, Lobbies and Lift machine room (if any)
4. Overhead Water Tank and pipelines
5. Electrical wires, cables, in common areas, meter room
6. Driveways & Walkways
7. Outer Façade of the building.

##### **Part-II (Zonal Common Portions)**

1. Driveways & walk ways.
2. Central Greens, landscaped greens.
3. Underground Water Reservoir.
4. Pump Room.
5. Utility Room.(if any)
6. Borewell (if any)
7. Water Supply System.
8. DG Room/AMF panel room.
9. Electrical sub station. (if any)
10. Sewage system including pipelines/manholes.
11. Storm water drain; pipelines, inspection pits and chamber.
12. Electrical System
13. Water supply pipelines & system including but not limited to pumps/values etc.
14. Street Lights within the Zone
15. Cable Trenches
16. Entrance gate.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee/Purchaser: (including joint buyers)

(1) Signature .....

Name .....

Address .....

Please affix  
Photographs  
and Sign  
across the  
photograph

(2) Signature .....

Name .....

Address .....

Please affix  
Photographs  
and Sign  
across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

(1) Signature .....

Name .....

Address .....

Please affix  
Photographs  
and Sign  
across the  
photograph

At ..... on ..... in the presence of:

**WITNESSES**

1. Signature .....

Name .....

Address .....

2. Signature .....

Name .....

Address .....

Shrachi Beeu Projects LLP  
*Balaji De*  
Authorised Signatory

## SCHEDULE A

### (Unit)

**ALL THAT** the Unit bearing no. \_\_\_\_ having carpet area of \_\_\_\_ square meter (\_\_\_\_ square feet), corresponding to built-up area of \_\_\_\_ square meter (\_\_\_\_ square feet), corresponding to super built-up area of \_\_\_\_ square meter (\_\_\_\_ square feet), type-\_\_\_\_, on the \_\_\_\_ Floor along with the right to park \_\_\_\_ parking no. .... admeasuring \_\_\_\_ square feet, as permissible under the applicable law and pro rata share in the common areas in the project named "Tiara Commercials" being constructed on the said Land and butted and bounded in the manner following:-

On the North by:  
On the South by:  
On the East by :  
On the West by :

## SCHEDULE B

### (Floor Plan of the Unit)

The typical floor plan is attached herewith

## SCHEDULE C

### (Payment Plan)

### Installment Payment Schedule

## SCHEDULE D

### SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT)

<b>Foundation</b>		RCC Pile foundation
<b>Super Structure</b>		RCC Structure
<b>Floor finish</b>	Rooms	Vitrified tiles
	Balcony	Anti skid tiles
<b>Kitchen</b>	Floor	Vitrified tiles
	Platform	Granite counter, ceramic tiles upto 2ft height above

		counter.
	Sink	Stainless steel
<b>Toilet</b>	Floor	Anti skid tiles
	Fittings	Jaquar or equivalent
	WC	Wall Hung WC of reputed make.
	Geyser	Provision in all toilets
	Wall	Tiles upto 7'0" height.
<b>Windows</b>		Aluminium powder coated glass windows
<b>Doors</b>	Main door	Teak veneer finished flush door
	Toilet door	Laminated flush door
	Internal door	Flush doors With Paint finish
<b>Wall finish</b>	Exterior	Combination of weather coat paint & texture paint
	Interior	Putty finish.
<b>Electrical</b>	Switches	Modular switch of reputed make
	Wiring	Concealed copper wiring
	Telephone point	Provision in Living & Dining Hall & Master Bedroom
	TV point	Provision in Living & Dining Hall & all Bedrooms
	Electrical points	Adequate light & fan points.
	Split AC Units	In all Bedrooms & Living & Dining Hall of reputed make and outdoor units to be kept in proper place (As per developer choice)
<b>DG back up</b>		At extra cost @ 1000W (compulsory)
<b>Provision of Exhaust fan</b>		In all Toilets
<b>Provision of Chimney</b>		In Kitchen
<b>Common Areas</b>		
<b>Lobby all floor except Ground Floor Lobby</b>		Combination of vitrified tiles & granite.
<b>Lift</b>		Lifts of reputed make
<b>Security</b>		CCTV cameras.
<b>Ground Floor Lobby</b>		Air Conditioned & Granite Flooring

#### SCHEDULE E

#### SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

- 1) CCTV cameras at ground floor entrance lobby



- 2) Sprinkler system in common corridor & lobby area and Hydrant valve with hose reel & hose pipe at all floor level

Schedule B.

The image displays architectural drawings for a building, including floor plans and elevations. The drawings are arranged in three rows. The top row shows a large floor plan on the left and two smaller elevations on the right. The middle row shows a long, detailed floor plan. The bottom row shows another floor plan on the left and a long elevation on the right. To the right of the drawings is a vertical table with multiple rows of text, likely a schedule of materials or components. The table has several columns and rows of text, including a header section and a main body of text.

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
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