



पश्चिम बंगाल WEST BENGAL

88AB 921761

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 "**WBTCCL**" (**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 20th 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", WBTCCL has granted a lease of the Project Land to the lessee M/s. Shrachi Developers Pvt Ltd.

- B. By a Registered Development Agreement dated 17th 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 14th 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 residential purpose ("Said Land) in ward no. 3 for the purpose of constructing of residential flats/ apartments 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 Residency**" (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 apartment, 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 apartment in the Project vide Application dated ____ (“Application Form”) and has been allotted apartment 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 “Apartment” more particularly described in **Schedule A** and the floor plan of the Apartment 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 residential use and Rs. ___/- per Square Meter of built up space of the leasehold property in case of non-residential 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 Apartment 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 Apartment as specified in Para G.

1.2 The Total Price for the Apartment based on the carpet area together with _____ car parking is Rs _____ (Rupees _____ only) ("**Total Price**") :

_____ Tower No. _____	Rate of Apartment per square feet based on carpet area (inclusive of PLC+ Terrace,if any) Rs. _____
Apartment No. _____	
Type: _____	Rate of Apartment 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 Apartment;
- 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 Apartment 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 Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment 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 apartment, 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 Apartment 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 apartment, 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 Apartment as mentioned below:

- i) The Allottee/Purchaser shall have exclusive ownership of the Apartment;
- 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 Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment 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 Apartment, as the case may be.

1.9 It is made clear by the Promoter and the Allottee/Purchaser agrees that the Apartment 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 Apartment 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 Apartment 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 Apartment 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 Apartment 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 residential 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 Apartment 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 Apartment, 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 Apartment 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 Apartment 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 APARTMENT:

- 7.1 Schedule for possession of the said Apartment** – The Promoter agrees and understands that timely delivery of possession of the Apartment 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 Apartment 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 Apartment.

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 Apartment 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 Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee/Purchaser shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment 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 Apartment 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 Apartment (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 Apartment 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 Apartment 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 Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment 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, Apartment 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 Apartment 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 Apartment 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 Apartment 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 Apartment, 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 Apartment 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 apartment 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 Apartment along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice;

Provided that where an Allottee/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 Apartment, 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 Apartment 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 APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee/Purchaser, shall execute a conveyance deed and convey the title of the Apartment 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 APARTMENT/PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of 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 APARTMENT 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 Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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 APARTMENT:

- 15.1 Subject to para 12 above, the Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the Apartment 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 Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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 Apartment 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 Apartment.
- 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 Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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 Apartment.

19. APARTMENT 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 Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in West Bengal Apartment 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 apartment, 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee/Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 Apartment bears to the total carpet area of all the Apartments 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:

Allottee/Purchaser: (including joint buyers)

(1) Signature

Name

Address

(2) Signature

Name

Address

SHRACHI DEVELOPERS PRIVATE LIMITED
Bala De
Authorized Signatory

Please affix
Photographs
and Sign
across the
photograph

Please affix
Photographs
and Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature

Name

Address

SHRACHI BEEU PROJECTS LLP
Bala De
Authorised Signatory

Please affix
Photographs
and Sign
across the
photograph

At on in the presence of:

WITNESSES

1. Signature

Name

Address

2. Signature

Name

Address

SCHEDULE A

(Apartment)

ALL THAT the Apartment 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 Residency" 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 Apartment)**

The typical floor plan is attached herewith

**SCHEDULE C
 (Payment Plan)**

Installment Payment Schedule

SCHEDULE D

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

Foundation		RCC Pile foundation
Super Structure		RCC Structure
Floor finish	Rooms	Vitrified tiles
	Balcony	Anti skid tiles
Kitchen	Floor	Vitrified tiles
	Platform	Granite counter, ceramic tiles upto 2ft height above counter.
	Sink	Stainless steel
Toilet	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.
Windows		Aluminium powder coated glass windows
Doors	Main door	Teak veneer finished flush door
	Toilet door	Laminated flush door
	Internal door	Flush doors With Paint finish
Wall finish	Exterior	Combination of weather coat paint & texture paint
	Interior	Putty finish.
Electrical	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)
DG back up	At extra cost @ 1000W (compulsory)
Provision of Exhaust fan	In all Toilets
Provision of Chimney	In Kitchen
Common Areas	
Lobby all floor except Ground Floor Lobby	Combination of vitrified tiles & granite.
Lift	Lifts of reputed make
Security	CCTV cameras.
Ground Floor Lobby	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