

## **AGREEMENT FOR SALE**

**This Agreement for Sale (Agreement)** executed on this ..... day of..... , 2026

### **BY AND BETWEEN**

Dr Shyamal Chatterjee, son of Late Bimal Chatterjee residing at Flat no 3F, 17C, Hindustan Road, P.O. Sarat Bose Road, P.S. – Gariahat, Kolkata – 700029 having **PAN No ACUPC3791N, Aadhar no 4098 6585 8079**, Citizen of India by faith Hindu by occupation Doctor hereinafter referred to as the **Owner/Party of the First Part** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assign) of the **FIRST PART**

### **A N D**

**M/S. NOBLE GRIH NIRMAN PRIVATE LIMITED (PAN NO: AAICS8621A)**, a Pvt Ltd Company incorporated under the Companies Act 2013 having its registered office at 33A Chandranath Chatterjee Street, P.O. and P.S. Bhowanipore Kolkata 700025 represented by its duly authorized Directors **(1) Mr. Dinesh Sanghvi**, son of Late Gopalji V. Sanghvi, having **Aadhaar Card No. 2117 3047 4698** and **PAN : AVHPS5172K** and **(2) Mr. Harsh Karnani**, son of Surendra Kumar Karnani, having **Aadhaar Card No.** and **PAN : ASEP0424G**, both working for gain at at 1/3A, Rammoy Road, Bhowanipur, Kolkata-700 025, P.O:- Bhowanipore, P.S:- Bhowanipore, hereinafter called the **DEVELOPER/PARTY OF THE SECOND PART** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their successor or successors in office and/or assigns) of the **SECOND PART**.

**AND**

..... (AadhaarNo.....) (PAN No.....) son/ daughter of  
.....,aged about ....., by faith Hindu, by occupation ....., Citizen of  
India residing at .....hereinafter called the "Allottee" which  
expression shall unless repugnant to the context or meaning thereof be deemed to mean and  
include their heirs, executors, administrators, successors-in-interest and permitted assigns), of  
the **THIRD PART**.

The Owner, Promoter and Allottee shall hereinafter collectively be referred to as the  
Parties" and individually as a "Party"

**WHEREAS**

- A) By a Bengali Bantannama ( Deed of Partition ) dated 15th day of October 1936 made between the  
said Ahindra Nath Chatterjee and Manindra Nath Chatterjee therein jointly referred to as the  
Party of the First Part and the said Jyotindra Nath Chatterjee therein referred to as the Party of the  
Second Part, and registered at the office of the Sub-Registrar Sealdah in Book No. 1 Volume No. 40  
Pages 216 to 220 being No 2488 for the year 1936, the said Ahindra Nath Chatterjee, Manindra  
Nath Chatterjee and Jatindra Nath Chatterjee divided premises no 15 Hindusthan Road, whereby  
said Ahindra Nath Chatterjee and Manindra Nath Chatterjee were allotted in equal shares All that  
two storeyed and partly one storeyed building, messuage, tenement, dwelling house, land,  
hereditaments and premises together with the piece and parcel of revenue free land thereunto  
belonging whereon and on part whereof the same are erected and built containing an area of 5  
Cottahs more or less situated and lying at and being the front portion of premises no 15,  
Hindusthan Road (now assessed and numbered by the Kolkata Municipal Corporation as  
premises no 15/3 Hindusthan Road), P.S. Ballygunge (formerly Tollygunge), District South 24  
Parganas (morefully described in the Schedule hereunder and hereinafter referred to as the Said  
Property) together with the perpetual and heritable right to use the 12 feet wide common  
passage lying on the eastern side of the Said Property and leading to Hindusthan Road in severalty  
and to the exclusion of the said Jatindra Nath Chatterjee, absolutely and forever.
- B) By an Indenture of Conveyance dated 29.9.1950 made between the said Manindra Nath Chatterjee  
referred to as the Vendor of the One Part and the said Smt. Chandan Kumari Debi (wife of Ahindra  
Nath Chatterjee) therein referred to as the Purchaser of the Other Part and registered at the office  
of the Sub-Registrar at Sealdah in Book No 1 Volume No 41 Pages 17 to 24 Being No.1708, for the  
year 1950 the said Vendor therein at and for the consideration mentioned therein granted,  
transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All that  
his undivided 1/2nd part or share in the Said Property, more fully and particularly described in  
the Schedule thereunder written, absolutely and forever.
- C) Hence, the said Ahindra Nath Chatterjee and Smt. Chandan Kumari Debi were jointly seized and  
possessed of and/or otherwise well and sufficiently entitled to All That the Said Property in the  
following manner.

<b>Owner</b>	<b>Area</b>
Ahindra Nath Chatterjee	2.5 Cottahs
Smt. Chandan Kumari Debi	2.5 Cottahs
Total	5 Cottahs

D) The said Ahindra Nath Chatterjee during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 4th day of August 1955, leaving behind him surviving his widow, Smt. Chandan Kumari Debi his three sons namely Amal Chatterjee, Bimal Chatterjee and Asit Chatterjee and his only daughter Asha Banerjee as his only heirs, heiresses and legal representatives and hence the said Chandan Kumari Debi, Bimal Chatterjee, Amal Chatterjee and Asit Chatterjee who upon his death collectively inherited All that the said Ahindra's property as mentioned below:

<b>Name</b>	<b>Undivided part or share in the said Ahindra's Property</b>	<b>Undivided part or share in the Said Property after receiving Ahindra's share in the Said Property</b>
Bimal Chatterjee	1/3rd	1/6th
Amal Chatterjee	1/3rd	1/6th
Asit Chatterjee	1/3rd	1/6th
Chandan Debi	Nil	3/6th

E) The said Bimal Chatterjee during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 10th Day of November 1985, leaving behind him surviving his mother Chandan Kumari Debi, His widow, Kamala Chatterjee and his two sons namely Shyamal Chatterjee, the Donee herein and Nirmal Chatterjee as his only heirs, heiress and legal representatives, who upon his death collectively inherited All that his undivided 1/6th share in the Said Property, in the following manner absolutely and forever ;

<b>Name</b>	<b>Share received in Bimal Chatterjee Property</b>	<b>Total Share in the Said Property after receiving share of Bimal Chatterjee</b>
Chandan Kumari Debi	1/24th	13/24th
Kamala Chatterjee	1/24th	1/24th
Shyamal Chatterjee	1/24th	1/24th

Nirmal chatterjee	1/24th	1/24th
Amal Chatterjee	NIL	4/24th
Asit Chatterjee	NIL	4/24th

F) The said Chandan Kumari Debi died intestate on the or about 1991 or 1992 leaving behind her surviving her two sons Amal Chatterjee and Asit Chatterjee, her daughter-in-law Kamala Chatterjee and her two grandsons namely Shyamal Chatterjee and Nirmal Chatterjee, and her daughter Asha Banerjee as her only heirs, heiress and legal representatives, who upon her death collectively inherited her 13/24th in the Said Property in the following manner ;

<b>Name</b>	<b>Share received in Chandan Kumari Debi share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Chandan Kumari Debi In the Said Property</b>
Amal Chatterjee	13/96th	87/288th
Asit Chatterjee	13/96th	87/288th
Asha Banerjee	13/96th	39/288th
Kamala Chatterjee as legal representative of Bimal Chatterjee	13/288th	25/288th
Shyamal Chatterjee as legal representative of Bimal Chatterjee	13/288th	25/288th
Nirmal chatterjee as legal representative of Bimal Chatterjee	13/288th	25/288th

G) The said Asha Banerjee died intestate on the 23rd Day of April 2008 leaving behind her surviving her only son Anjan Bandyopadhyay and her two daughters namely Aloka Chatterjee and Kalpana Ganguli as her only heir, heiresses and legal representatives, who upon her death collectively inherited her 39/288th share in the Said Property in the following manner:

<b>Name</b>	<b>Share received in Asha Banerjee share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Asha Banerjee In the Said Property</b>
Amal Chatterjee	NIL	87/288th
Asit Chatterjee	NIL	87/288th

Kamala Chatterjee	NIL	25/288th
Shyamal Chatterjee	NIL	25/288th
Nirmal chatterjee	NIL	25/288th
Anjan Bandyopadhyay	13/288th	13/288th
Aloka Chatterjee	13/288th	13/288th
Kalpana Ganguli	13/288th	13/288th

H) The said Amal Chatterjee died intestate on the 10th Day of April 2012 leaving behind him surviving his widow Manjulika Chatterjee and his only son Chiranjib Chatterjee as his only heir, heiress and legal representatives, who upon his death jointly inherited All that his undivided 87/288th share in the Said Property in the following manner:

<b>Name</b>	<b>Share received in Amal Chatterjee share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Amal Chatterjee In the Said Property</b>
Asit Chatterjee	NIL	174/576th
Kamala Chatterjee	NIL	50/576th
Shyamal Chatterjee	NIL	50/576th
Nirmal chatterjee	NIL	50/576th
Anjan Bandyopadhyay	NIL	26/576th
Aloka Chatterjee	NIL	26/576th
Kalpana Ganguli	NIL	26/576th
Manjulika Chatterjee	87/576th	87/576th
Chiranjib Chatterjee	87/576th	87/576th

I) The said Asit Chatterjee died intestate on or about 2017, leaving behind him surviving his four nephews namely Chiranjib Chatterjee, Shyamal Chatterjee, the Donee herein, Nirmal Chatterjee and Anjan Bandyopadhyay and his two nieces namely Aloka Chatterjee and Kalpana Ganguli and his two sister in laws namely Manjulika Chatterjee and Kamala Chatterjee as his only heirs,

heiresses and legal representatives, who upon his death collectively inherited All that his undivided 174/576th share in the Said Property, in the following manner, absolutely and forever.

<b>Name</b>	<b>Share received in Asit Chatterjee share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Asit Chatterjee in the Said Property</b>
Chiranjib Chatterjee	87/1728th	348/1728th
Manjulika Chatterjee	87/1728th	348/1728th
Shyamal Chatterjee	58/1728th	208/1728th
Nirmal Chatterjee	58/1728th	208/1728th
Kamala Chatterjee	58/1728th	208/1728th
Anjan Bandyopadhyay	58/1728th	136/1728th
Aloka Chatterjee	58/1728th	136/1728th
Kalpana Ganguli	58/1728th	136/1728th

- J) The said Chiranjib Chatterjee during his lifetime was as Hindu bachelor who died intestate on the 21st day of December 2018, leaving behind him surviving his mother Manjulika Chatterjee as his only heiress and legal representatives, who upon his death inherited All that his undivided 348/1728th share in the Said Property, absolutely and forever.

<b>Name</b>	<b>Share received in Chiranjib Chatterjee share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Chiranjib Chatterjee in the Said Property</b>
Manjulika Chatterjee	348/1728th	696/1728th
Shyamal Chatterjee	NIL	208/1728th
Nirmal Chatterjee	NIL	208/1728th
Kamala Chatterjee	NIL	208/1728th
Anjan Bandyopadhyay	NIL	136/1728th
Aloka Chatterjee	NIL	136/1728th
Kalpana Ganguli	NIL	136/1728th

K) The said Manjulika Chatterjee died on the 5th Day of December 2019 after making and publishing here last Will and Testament dated 2nd June 2019 whereby and where under she appointed the Donee herein as her sole Executor and gave devised and bequeathed all her properties including the undivided 696/1728th part or share in the said property to the said Donee absolutely.

<b>Name</b>	<b>Share received in Manjulika Chatterjee share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Manjulika Chatterjee in the Said Property</b>
Shyamal Chatterjee	696/1728th	904/1728th
Nirmal Chatterjee	NIL	208/1728th
Kamala Chatterjee	NIL	208/1728th
Anjan Bandyopadhyay	NIL	136/1728th
Aloka Chatterjee	NIL	136/1728th
Kalpana Ganguli	NIL	136/1728th

L) The said Will was duly probated before the Hon'ble High Court Calcutta and Probate being PLA No 81 of 2022 in respect thereof was granted by the said Hon'ble Court to the said Donee herein, the sole executor named in the said Will on the 16th day of March 2023.

M) The said Kamala Chatterjee died intestate on the 1st day of October 2020 leaving behind her, surviving her two sons namely Shyamal Chatterjee the Donee herein and Nirmal Chatterjee as her only heirs and legal representatives, who upon her death jointly inherited All that her undivided 208/1728th share in the Said Property in the following manner:

<b>Name</b>	<b>Share received in Kamala Chatterjee share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Kamala Chatterjee in the Said Property</b>
Shyamal Chatterjee	104/1728th	1008/1728th
Nirmal Chatterjee	104/1728th	312/1728th
Anjan Bandyopadhyay	NIL	136/1728th
Aloka Chatterjee	NIL	136/1728th
Kalpana Ganguli	NIL	136/1728th

N) The said Anjan Bandyopadhyay died intestate on the 1st day of October 2020 leaving behind him his surviving son namely Indranil Banerjee, as his only surviving heir and legal representative, who upon his death inherited All that his undivided 136/1728th share in the Said Property in the following manner:

<b>Name</b>	<b>Share received in Anjan Bandyopadhyay share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Anjan Bandyopadhyay in the Said Property</b>
Shyamal Chatterjee	NIL	1008/1728th
Nirmal Chatterjee	NIL	312/1728th
Indranil Bandyopadhyay	136/1728th	136/1728th
Aloka Chatterjee	NIL	136/1728th
Kalpana Ganguli	NIL	136/1728th

O) Thus Shyamal Chatterjee, Nirmal Chatterjee, Aloka Chatterjee, Kalpana Ganguli and Indranil Banerjee became the ultimate owners in the Said Property with the following final share in the Said Property:

- a. Shyamal Chatterjee - 126/216th i.e. 2100.000 Square feet
- b. Nirmal Chatterjee - 39/216th i.e. 650.001 Square feet
- c. Aloka Chatterjee - 17/216th i.e. 283.333 Square feet
- d. Kalpana Ganguli - 17/216th i.e. 283.333 Square feet
- e. Indranil Banerjee - 17/216th i.e. 283.333 Square feet

P) Vide a registered Gift deed dated 11.12.2024 executed by Kalpana Ganguli she gifted her 25/288<sup>th</sup> undivided share in the "Said Property" to Shyamal Chatterjee and/or Party of the First Part herein. The said Gift Deed was registered in Book- 1, Volume no 1603-2024, Pages from 546140 to 546159 being no 160330959 for the year 2024 registered at the Office of the DSR – III South 24 Parganas, West Bengal.

Q) Vide a registered Gift deed dated 11.12.2024 executed by Aloka Chatterjee, she gifted her 25/288<sup>th</sup> undivided share in the "Said Property" to Shyamal Chatterjee and/or Party of the First Part herein. The said Gift Deed was registered in Book- 1, Volume no 1603-2024, Pages from 546160 to 546178 being no 160320960 for the year 2024 registered at the Office of the DSR – III South 24 Parganas, West Bengal.

- R) Vide a registered Gift deed dated 11.12.2024 executed by Indranil Banerjee, he gifted his 25/288<sup>th</sup> undivided share in the “Said Property” to Shyamal Chatterjee and/or Party of the First Part herein. The said Gift Deed was registered in Book- 1, Volume no 1603-2024, Pages from 546179 to 546199 being no 160320967 for the year 2024 registered at the Office of the DSR – III South 24 Parganas, West Bengal.
- S) The said Nirmal Chatterjee executed a Gift deed on 12<sup>th</sup> August 2024 in favour of Shyamal Chatterjee thereby gifting his 17/96<sup>th</sup> share in the “Said Property” to Shyamal Chatterjee. The said Gift Deed was registered in Book- 1, Volume no 1904-2024, Pages from 640139 to 640167 being no 190411836 for the year 2024 registered at the Office of the A.R.A. -IV Kolkata, West Bengal.
- T) That due to inadvertent error with regards to undivided share and land area in the above said four gift deeds, vide four registered deed of declaration all dated 8<sup>th</sup> May, 2025 registered at the office of DSR – III, South 24 Parganas, West Bengal, registered in Book no 1, being no (1) 160308460 (2) 160308461 (3) 160308462 (4) 160308463 for the year 2025, the undivided share and land area gifted by all the four donors vide above said gift deeds were rectified as follows:

S. No	Gift Deed No	Name of the Donor	Share in Land as per Gift Deed	Area as per Gift Deed (IN SFT)	Share in Land as per Deed of Declaration	Area as per Deed of Declaration (In SFT)
1	160330959	Kalpana Ganguli	25/288	312.48	17/216	283.333
2	160320960	Aloka Chatterjee	25/288	312.48	17/216	283.333
3	160320967	Indranil Banerjee	25/288	312.00	17/216	283.333
4	190411836	Nirmal Chatterjee	359/1440	898.00	39/216	650.001

Thus after receiving the above said undivided share in the “Said Property”, vide four gift deeds and rectification thereof, the Party of the First Part and/or Shyamal Chatterjee became the sole owner of the “Said Property”.

- A. Party of the First Part, namely Dr Shyamal Chatterjee, for the purpose of the development of the “Said Land”, has entered into a Development Agreement dated 06.04.2025, duly registered at the office of DSR III, South 24 Parganas recorded in Book No 1 Volume No 1603-2025, Page from 208351 to 208392, being No 160308464 for the year 2025 with the Party of the Second Part herein on the

terms, conditions and considerations mentioned therein.

- B. In terms of the Said Development Agreement, Dr Shyamal Chatterjee i.e. Party of the First Part have also granted a Specific Power of Attorney dated 19<sup>th</sup> December, 2024 in favour of the Promoter, that is Party of the Second Part, registered at the office of DSR III, South 24 Parganas recorded in Book No 1 Volume No 1603-2024, Page from 561959 to 561970, being No 160321531 for the year 2024 for undertaking development of his undivided share in the "Said Land" and also for authorizing to sell Developer's allocation area in the proposed new building.
- C. On the basis of the above said Power of Attorney and the Said Development Agreement, the promoter have obtained the building sanction plan from the KMC vide Building Permit Number 2025080127 dated 30<sup>th</sup> January, 2026 for the proposed new building to be constructed at the "Said Land".
- D. The "Said Land" is earmarked for the purpose of building a residential housing project comprising multi-storied apartment buildings, car parking spaces and other constructed areas, and the said project shall be known as "**NOBLE ESSENCE**".
- E. The Owner and Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Owner and Promoter regarding the Said Land on which Project is to be constructed have been completed;
- F. The Promoter has duly intimated the Kolkata Municipal Corporation about commencement of construction of the project "**NOBLE ESSENCE**".
- G. After obtaining the sanction plan, the Owner namely Dr Shyamal Chatterjee i.e. Party of the First Part and Promoter have entered into a registered Supplementary Agreement dated ..... recording their respective allocation areas along with other terms and conditions mentioned therein.
- H. The Allottee had applied for an apartment in the **NOBLE ESSENCE** vide an application dated ..... and has been allotted One apartment hereinafter referred to as the "Apartment" more particularly described in **Schedule-A2** and the floor plan of the apartment is annexed hereto and marked as '**Annexure -A**'.
- 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. 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.
- K. 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;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually

agreed upon by and between the Parties, the Owner and Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment more fully mentioned in **Schedule-A2**.

**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 Owner and Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment more fully and particularly mentioned in the **Schedule-A2**.

1.2 The Total Price payable for the Apartment is more fully mentioned in the **Schedule-B**

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- ii. The Total Price above excludes Taxes (consisting of tax paid or payable by the Owner and Promoter by way of G.S.T. 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 and the project to the association of Allottees 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 to the Promoter shall be increased/reduced based on such change / modification;

- iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein.
- iv. The Total Price of Completed Apartment finished as per specifications more fully mentioned in **Schedule-D** includes recovery of price of proportionate undivided share of land underneath the building, construction of the Common Areas more fully mentioned in **Schedule-E**, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it excludes Taxes, Maintenance charges, and Corpus fund.

- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-C** ("Payment Plan").
- 1.4 After the completion of the new building, the Promoter shall carry out a physical survey of the apartment, to ascertain and derive the actual carpet area of the flat. It is agreed between the parties that in case of variation to the extent of maximum 5 Sq Feet in the Carpet area (more or less), in such event neither of the parties shall claim any amount for the same. In case the difference of the area is more than 5 Sq Feet, in such event the party shall be liable to pay or receive for such difference of area as per the booking rate of the Apartment.
- 1.5 Subject to Para 9.3 the Owner and Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned in **Schedule-A2**:
- i. The Allottee shall have exclusive Ownership of the Apartment;
  - ii. The Allottee shall also have right to use the Common Areas transferred to the association of Allottees. Since the share and/or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottees upon formation and registration of the same, and after obtaining the completion certificate from the competent authority. Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
  - iii. The Allottee has the right to visit the project site to assess the extent of development of the project and his/her apartment, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.
- 1.6 It is made clear by the Owner and Promoter and the Allottee agrees that the Apartment along with car parking space allotted 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 underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.7 The Owner/Promoter agrees to pay all outgoings such as Property Tax, Electricity charges or any other outgoing in respect of the Said Land and/or the proposed new building before transferring and handing over the possession of the said Apartment to the allottee.
- 1.8 The Allottee has paid a lumpsum amount of Rs ..... thereon as

booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee 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 delays in payment towards any amount which is payable, he/ she shall be liable to pay interest at the rate of SBI Prime Lending Rate + 2% per annum.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement, Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the Promoter payable at Kolkata at its office (No Cash payments will be accepted under any circumstances).

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Owner and Promoter with such permission, approvals which would enable the Owner and Promoter to fulfill its obligations under this Agreement. In case of any violation the Allottee shall only be responsible and liable for any action by any authorities, and shall indemnify the owner and developer for the same.

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

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

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

**5. TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

**6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen and satisfied with the title of the Said Land, proposed layout plan of the Apartment, which has been approved by the competent authority, the proposed specifications, amenities and facilities in respect of the Apartment and the payment plan, 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 of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities.

**7. POSSESSION OF THE APARTMENT:**

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

**Procedure for taking possession –**

The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

**Failure of Allottee to take Possession of Apartment -**

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee 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. In case the Allottee fails to take possession within the time provided in Para 7.2 such Allottee shall continue to be liable to pay maintenance as applicable.

**Possession by the Allottee -** After obtaining the occupancy certificate\* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**Cancellation by Allottee-** The Allottee shall have the right to cancel/ withdraw his allotment in the Project, provided that where the Allottee 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 of the said flat.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein and/or extension granted by the authority if any, or (ii) due to discontinuance of his/her/its 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 allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total

amount received by The Promoter in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

## **8. REPRESENTATIONS AND WARRANTIES OF THE OWNER AND/OR PROMOTER:**

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

- i. The Owner has absolute, clear and marketable title with respect to the said Land; Promoter has the requisite authority and 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. There are no encumbrances upon the said Land or the Project;
- iv. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or 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 Owner and Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas till the date of handing over of the project to the association of Allottees;
- vi. The Owner and Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Owner and Promoter have not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- viii. The Owner and Promoter confirm that they are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the deed of sale the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the

Allottee and the common areas to the association of Allottees once the same being formed and Registered;

- x. The Said Land 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 Said Land;
- xi. The Promoter has duly paid and shall continue to pay and discharge all if any, governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon the Owner and Promoter in respect of the said Land and/or the Project.
- xiii. That the property is not Waqf property.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

- (i) Promoter fails to provide ready to move possession of the Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time. For the purpose of this Para 'ready to move possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed by and between the parties, and for which completion certificate, 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/its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment,

along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

- 9.2 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- i. In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest @SBI Prime Lending Rate + 2% per annum to the Promoter on the unpaid amount for the delayed period.
  - ii. In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter upon 30 days written notice may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid by the Allottee by deducting the booking amount and the interest liabilities and thereafter this Agreement shall stand terminated.

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

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

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

The Promoter shall be responsible to provide and maintain essential services in the Project either by itself or through its nominated agent till the taking over of the maintenance of the project by the association of Allottees, for a maximum period of 1 (one) year 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 years by the Allottee from the date of obtaining completion certificate, 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the said Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to

timely payment of total maintenance charges, as determined and thereafter billed by the Association or Maintenance In-charge (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**15. UASGE:**

Use of Service Areas: The service areas, if any, as located within NOBLE ESSENCE, shall be earmarked for purposes such as parking spaces and services including but not limited to underground water tanks, pump rooms, maintenance and service rooms, and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

**16. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to Para 12 above, the Allottee 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 walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation, design and/or colour scheme. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY 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 in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her own cost.

**18. ADDITIONAL CONSTRUCTIONS**

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

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

After the Owner and Promoter executes this Agreement they 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 who has taken or agreed to take such Apartment.

**20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

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

**21. BINDING EFFECT:**

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

**22. ENTIRE AGREEMENT:**

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

**23. RIGHT TO AMEND:**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT TRANSFEREE:**

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 and enforceable on the said subsequent Transferee of the Apartment, in case of a transfer, the said obligations go along with the Apartment for all intents and purposes.

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

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

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.

**26. SEVERABILITY:**

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

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

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

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Owner and Promoter through their duly authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the parties herein, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

**30. NOTICES:**

That all notices to be served on the parties herein as contemplated by this Agreement shall be deemed to have been duly served if sent by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the parties herein 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 respective parties as the case may be.

**31. JOINT ALLOTTEES:**

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

**32. GOVERNINGLAW:**

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

### **33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996. The matter shall be referred to a mutually acceptable arbitrator, and the decision of the arbitrator shall be binding upon all the parties herein.

The additional terms and conditions mention hereunder are as agreed between the Owner, Promoter and the Allottee of the project, the same are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the rules and Regulations made there under.

### **34. ADDITIONAL TERMS AND CONDITIONS:**

- 34.1 The Allottee prior to execution of the Deed of Sale, if intent to nominate his/her/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the Allottee may do so with the permission of the Owner and Promoter subject to payment of administrative charges to the Owner and Promoter @ 2% (two per cent) of the total transfer price or purchase price of Unit whichever is higher.
- 34.2 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Owner and Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Owner and Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Owner and Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
- 34.3 The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- 34.4 The Promoter has informed and the Allottee is aware that upon obtaining completion certificate from the appropriate Authority the Promoter shall handover possession of the respective Units to the Allottee(s). That during such period of hand over, some of the amenities and facilities of the project/complex may not be

ready for occupation, but the same will not in any way hinder the peaceful habitation of the Allottee(s) in the said project/complex. However, the Promoter shall be responsible to complete such amenities and make them ready for occupation positively, prior to handing over of the project/complex to the Association of the Allottee(s).

34.5 The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project. The Owner and Promoter shall at all times be entitled to deal with and dispose of all unsold/un-allotted apartments, car parking spaces

which are not earmarked for the common use, any other constructed spaces/portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

34.6 In the event of cancellation of allotment the balance amount of money paid by the Allottee (other than booking money, Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The allottee shall prior to receipt of refund on the above account from the Promoter, at his/her own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

34.7 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

34.8 The Promoter has informed and the Allottee is aware that in the Project there are several kinds of car parking spaces such as covered/Pit Parking facilities will be available in the Project. Therefore for better understanding, management and discipline amongst Allottees of the Project, the Promoter shall as per approved plan specifically mark/tag each of the parking spaces with the apartments for which the same is being identified and the same shall be binding to all the Allottees.

34.9 That if required by the Allottee and subject to permission under the law and accepted by the Architect and Structural Engineer of the Project, the promoter may allow some minor internal changes, if brought to the notice of the Promoter before the construction of internal walls inside the Apartment. However, the Allottee shall pay for such addition/alteration additionally to the total consideration amount as agreed upon as per the reasonable estimation of such costs by the Promoter.

34.10 The Allottees knows that some reduction in carpet area may happen due to plastering but the same may be limited to 1% of floor area and the Allottee shall not raise any claim against the Promoter within this limit.

Similarly the Allottees knows that, due to external cement plaster, the built up area of Apartment may increase maximum by 1% of the total built up area of the Apartment then as per sanctioned plan.

34.11 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Transferee of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

34.12 The Allottee shall be liable to pay all Tax, impositions etc. in respect of the said Apartment from the date of issuance of Completion Certificate by the competent authority.

34.13 The Promoter shall take necessary steps for formation of an Association of Allottees as contemplated as per law in accordance with the provision of West Bengal Apartment Ownership Act, 1972. The Allottees of the project/complex shall compulsorily become member of the said Association. The Promoter shall handover the maintenance and management of the project/complex to the said Association upon its formation. Thereafter the said Association shall be responsible for maintenance and management of the said project/complex and shall also be responsible for all statutory compliance in relation thereto.

34.14 The cost of maintenance of Apartment will be paid /borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottees, and thereafter to the association of Allottees. The Allottee shall before taking possession of the apartment pay @Rs. 96/- per sq. ft. on the built-up area of the apartment together with applicable GST towards cost of such maintenance of the Apartment for the initial period of one year. The Allottee shall additionally pay @Rs. 96/- per sq. ft. on the built-up area of the apartment towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder. In case if Promoter is required/compelled to provide the maintenance services of the project beyond 1st year, in such case the promoter will be entitled to the administrative charges equivalent to 15% of overall annual maintenance expenses/charges.

- a.** Establishment and all other capital and operational expenses of the Association.
- b.** All charges and deposits for supplies of common utilities.
- c.** All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.

- d.* All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion etc.
- e.* All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- f.* All expenses for running and operating all machinery, equipment's and installations comprised in the common portions, including lifts, pumps, generator, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- All expenses required to be incurred on account of renewal of NOCs, Licence and AMC for all equipment, machineries and lifts installed in the project.
- g.* Municipal tax, multi-storeyed building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment of Allottee.
- h.* Creation of sinking funds for replacement, renovation and other periodic expenses of equipment's.
- i.* The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians etc. including perquisites, bonus and other emoluments and benefits.
- j.* All the fees and charges payable to the agency, if appointed for looking after the maintenance services including all the statutory taxes.

That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same

34.15 It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Apartment Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment's (v) accident and (vi) negligent use. However, the warranty /guarantee of all capital equipments, fitting and fixtures, shall be as per the same provided by the manufacturer/s or suppliers for the same. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment/Building excludes minor hairline cracks on the external and internal

walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

34.16 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project **"NOBLE ESSENCE"** and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards/ Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

34.17 To be read with 7.3, a holding charge of Rs. 5,000/- per month or part thereof for the period of delay in taking possession. The Promoter shall not be responsible for any damage caused to the said Apartment on account of delay in taking possession and in such an event; the Allottee will have to take possession of the same on as is what is basis.

34.18 To be read with 7.2, such Allottee shall continue to be liable to pay interest @ SBI Prime Lending Rate + 2% per annum on amount due and payable in terms of this agreement, maintenance charges as specified in Para 7.2, municipal tax and other outgoings.

34.19 That on and from the date of possession of the said Apartment, the Allottee shall:

- a.** Co-operate in the management and maintenance of the said project **"NOBLE ESSENCE"**
- b.** Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- c.** Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including applicable GST.
- d.** The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @2% per month on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any facilities,

amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

- i. to discontinue the supply of electricity to the "Said Apartment".
  - ii. to disconnect the water supply.
  - iii. not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
  - iv. to discontinue the usage of all amenities and facilities provided in the said project "**NOBLE ESSENCE**" to the Allottee and his/her/their family members/guests.
  - v. The Promoter / Association as the case may be shall be having lien on the "Said Apartment" for such unpaid amount of Maintenance Charges.
- e.** The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.
- f.** Use the said Apartment for residential purpose only.
- g.** Use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars. In case the Allottee is provided facility of parking which is inter-dependent such as Back to Back parking with any other parking facility in the new building then the Allottee shall co-operate for the ingress and egress of car of the other Apartment owner of such facility or any other Co-owners in the Project.
- h.** Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- i.** Not throw or accumulate or cause to be thrown or accumulate any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- j.** Not to sub-divide the Apartment and Car Parking Space under any circumstances.
- k.** Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other apartments in the New Building and/or the adjoining building/s.
- l.** Not to place or cause to be placed any article or object in the common area.

- m.** Not to injure, harm or damage the Common Area or any other Apartments in the New Building by making any alterations or withdrawing any support or otherwise.
- n.** Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.
- o.** Not to make any addition, alteration in the structure of the building, internally within the Apartment or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- p.** Not to slaughter or permit to be slaughtered any live animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Apartment Owner and/or occupiers of the said project.
- q.** Not to keep in the said Apartment any article or thing which is and/or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.
- r.** Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- s.** Not to keep or harboured Bird or animal in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- t.** Not to Change/alter/modify the name of the Project.
- u.** Not to close or permit the closing of Verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association may affect the elevation in respect of the exterior walls of the said building.

- v. Not to use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- w. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- x. Not to let out or part with possession of the Car Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- y. Not to encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment in favour of the Allottee.
- z. To ensure that all interior work of furniture, fixtures and furnishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

**34.20 To be read with point no. 7 under clause 7.3**

In case the Allottee fails to take possession within the time provided in Para 7.2 such Allottee shall continue to be liable to pay holding charges as applicable.

**34.21 To be read with point no 7:**

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/its business as a developer, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Apartment, with interest at the rate @ SBI Prime Lending Rate + 2% per annum within forty-five days of it becoming due;

Provided that if the Allottee does not intend to withdraw from the Project, the Owner and

Promoter shall pay the Allottee interest at the rate @ SBI Prime Lending Rate + 2% per annum, for the delayed period till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within forty- five days of it becoming due.

**34.22 To be read with point no 9:**

In case of delay being beyond the stipulated time as mentioned in Para 7.1 above, the Promoter shall be liable to pay interest @ SBI Prime Lending Rate + 2% p.a. to the Allottee on the total amount paid for the delayed period.

**34.23 To be Read with point no. 18**

However, in case of unconsumed FAR, if the promoter applies for sanction of additional area after completing the super structure and in case such additional area is sanctioned by the KMC, in such instances promoter would be allowed to construct additional area subject to proper sanction by the KMC and other concerned authorities.

**SCHEDULE-A**  
**(SAID LAND)**

**ALL THAT** the piece and parcel of land containing an area of about 5 Cottahs 5 Chittacks and 40 square feet together with G+2 storied storied building situated thereon being premises No. 15/3 Hindusthan Road, Kolkata- 700 029 within the limits of the Kolkata Municipal Corporation Ward No. 85, being Assessee No. 110850900152 and butted and bounded by in the manner as follows that is to say:-

**ON THE SOUTH** : By premises No 15/4, Hindusthan Road.

**ON THE NORTH** : By 12.2 Mtrs. Wide Hindusthan Road.

**ON THE EAST** : By 12 feet common passage.

**ON THE WEST** : By premises No 17A, Hindusthan Road.

**SCHEDULE-A2**  
**(APARTMENT)**

**ALL THAT** the Residential Apartment (under construction), being No. ...., measuring ..... sq. ft. built-up area (more or less) with one store/servant quarter on the ground floor being No..... measuring ..... sq. ft. built-up area (more or less) along with the facility to park two medium size road worthy passenger cars in the allotted pit parking space(one pit can accommodate two cars), together with right to use the common area, amenities and facilities more fully mentioned in ***Schedule-E***, of the said new building "***NOBLE ESSENCE***" at Premises 15/3, Hindusthan Road, under KMC Ward No. 85, Kolkata-700029.

**SCHEDULE-B**  
**(TOTAL PRICE)**

1. Total price for the Apartment including store/  
Servant quarter and facility to park Two  
Passenger Cars in the allotted pit parking space

Rs...../-

Total Price

Rs ...../-

(Rupees: .....

**SCHEDULE-C**  
**(PAYMENT PLAN)**

<b>PAYMENT SCHEDULE</b>		
<b>Sl. No.</b>	<b>CONSTRUCTION MILESTONE</b>	<b>PERCENTAGE OF TOTAL PRICE</b>
1	On Application	10 Lakhs
2	within 30 days of booking upon execution of agreement for sale	20% (less advance)
3	On completion of piling	10%
4	On completion of 1 <sup>st</sup> floor casting	10%
5	On completion of 2 <sup>nd</sup> floor casting	10%
6	On completion of 3 <sup>rd</sup> floor casting	10%
8	On completion of block work unit	10%
9	On completion of inside plaster	10%
10	On completion on flooring work of unit	10%
10	On Possession	10% + Advance Maintenance Deposit & Sinking Fund

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

The Promoter has clarified and the Allottee has agreed that after booking of an Apartment, the Allottee shall be liable to make payment as per the Demand to be raised by the Promoter in terms of this Agreement.

**SCHEDULE-D**  
**(SPECIFICATIONS, AMENITIES & FACILITIES)**

<b>Building/Structures</b>	RCC Super structure with AAC block walls
<b>Anti-Termite Treatment</b>	A proper and in scientific manner anti termite treatment from foundation up to ground level.
<b>Walls &amp; Ceilings</b>	All walls, internal and external with good quality clay or AEC block, of 8", 5" and 3" as may be required and suggested by the Architect with cement plaster of requisite thickness. Ceiling and walls shall be provided with Putty or Gypsum Plaster.  The exterior wall of the building shall be painted with good quality of weather proof paint.
<b>Windows</b>	Aluminium powder coated window with glass panes as per the elevation, designed by the Architect.
<b>Doors &amp; Frame</b>	a) Wooden frame with both sides commercial flush door. b) Main gate of the flat / unit shall be of good quality designer panel door including the required hardware fittings.
<b>Kitchen</b>	Good Quality Matt Finished Vitrified Tiles flooring and Granite cooking table top with quartz/stainless steel sink etc. and dado up to 2 feet with ceramic tiles in the walls.
<b>Toilets</b>	Good Quality Anti-skid vitrified tiles in flooring and good quality designer ceramic tiles up to 7 feet height with number one quality UPVC/G.I. pipe for hot and cold water lines. All toilets will be provided with good quality CP and sanitary fittings of reputed brand.
<b>Flooring &amp; Skirting</b>	Vitrified tiles in all other areas with 4" skirting all around.
<b>Electricity</b>	Concealed copper wiring , with sufficient electrical points and sockets as may be required and suggested by the Architect including the TV, Cable, Intercom and Telephone points inside the flat/ unit and in the common area of the building.
<b>Water Arrangement</b>	From underground reservoir tank by pump to overhead reservoirs for continuous water supply.
<b>Exterior Paint</b>	Weather proof exterior paint of reputed brand.

<b>Roof Finish</b>	After proper water proofing treatment, the roof tiles shall be provided in the roof.
<b>Boundary wall &amp; light</b>	The entire area of the Premises will be butted and bounded by boundary of 6 feet height, with plaster and water proof paint and also the designer main gate as may be suggested by the Architect.
<b>Lift</b>	Lift of required capacity as may be suggested by the Architect, of reputed company like Otis, KONE, Schindler or equivalent.

**SCHEDULE-E  
(COMMON AREAS, AMENITIES & FACILITIES)**

1. Entrance lobby
2. Lift, staircase lobby and other common areas
3. Electrical Meter room
4. Overhead Water Tank
5. Underground Water Reservoir
6. Staircase Overhead
7. Lift and its installation.
8. Lift Machine Room.
9. Electrical installations
10. DG
11. Intercom
12. Water distribution pipes all around the building.
13. Drainage & sewage lines.
14. Surveillance facility with CCTV on ground floor common areas
15. Sufficient project illumination through compound and street lighting inside the building
16. Energy efficient LED lightning in common areas
17. "Said Land" under the premises.

**IN WITNESS WHERE OF** 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 NAME OF OWNER: DR SHYAMAL  
CHATTERJEE

Signature:

Affix Photograph  
and Sign Across

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN  
NAME OF PROMOTER: NOBLE GRIH  
NIRMAN PRIVATE LIMITED

Signature:

Affix Photograph  
and Sign Across

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN  
NAME OF ALLOTTEE:

(1) Signature:

Affix Photograph  
and Sign Across

Name:

Address:

(2) Signature:

Affix Photograph  
and Sign Across

Name:

Address:

At on / in the presence of:  
WITNESSES:

1. Signature:

Name:

Address:

2. Signature :

Name:

Address:

Annexure

Plan

