

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this _____ (Date) day of _____ (Month), 20____

By and Between

R.B.N. PROJECTS PRIVATE LIMITED, a Private Limited Company, incorporated under the provision of the Companies Act, 1956, having its registered office at 54/5A, Strand Road, Ground Floor, Kolkata 700006, represented by its Director **Gautam Narsaria** having PAN No. AAECR5266L (**Seller/Promoter** which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and deemed to mean and included its successors-in-interest, successors-in- office and/or assigns) of the One Part

AND

[If the Buyer is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Buyer is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Buyer is an Individual]

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

[OR]

[If the Buyer is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other Buyer(s), in case of more than one Buyer]

The Promoter and Allottee 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 West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act. XLI of 2017);
- b) “**Rules**” means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) “**Section**” means a section of the Act.
- e) In this Agreement, words or phrase is defined in **Part-I of 1st Schedule**, shall have corresponding meaning assigned therein for convenience for construing the provisions of this Agreement.

WHEREAS

- A. The Promoter is the absolute and lawful owner of the piece and parcel of Land measuring about 2 (two) Bigha 2 (two) cottah 15 (fifteen) chittak in Mouza Parui J.L No 3, R.S No 80, R.S Khatian No 1122 (C.S Kantian No 576), 3480/3627, 3413, 3410 under Police Station Behala (at present Parnarshree), under Kolkata Municipal Corporation Ward No.128, now being demarcated and numbered as Municipal Premises No 15 Dr. N. G Saha Road, Kolkata, Postal Address (Premises No. 25 Dr. N. G. Saha Road, Kolkata) in District South 24 Parganas, said **Land** being more particularly described in **Part III of the 1st Schedule**, by virtue of Deed of Conveyance dated 15.05.2010 duly registered in the office of the DSR-II, South 24 Parganas, and recorded in Book No.I, CD Vol. No.19, Pages 3548-3574, being Deed No.04672 for the year 2010, the devolution of title of the Promoter in respect of the said Land is more particularly mentioned in **Part II of the 1st Schedule** hereto.
- B. The said Land is earmarked for the purpose of building a residential project having multi-storied residential apartment buildings and the Project has been named “**SPRING NEST**”.

- C. The Promoter is fully competent to enter into this Agreement all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. The Kolkata Municipal Corporation has sanctioned building plan to develop the project vide approval dated 19.03.2014 bearing Building Permit/sanction no. 2013140778.
- E. The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, building from the 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.
- F. The Promoter has applied and has been registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration No._____.
- G. The Allottee had applied for an apartment in the Project vide application no. Dated, and has been allotted apartment no. Having carpet area of Square feet, type, on Floor in [tower/block/building] no. ("Building") along with garage/covered parking no. admeasuring square feet in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment/Unit" more particularly described in **2nd Schedule**, on the General Terms and Conditions agreed between the parties, and the floor plan of the said Apartment is annexed hereto;
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
 - i) The ownership and title of the Premises and the documents relating thereto;
 - ii) The Plans sanctioned by the Corporation and the necessary approvals and permissions;
 - iii) The right, title, interest and entitlement of the Promoter in respect of the Premises; and
 - iv) The Carpet Area, Built-up Area and the Super Built-up Area of the said Apartment.
 - v) The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.
- 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment/Unit and the Parking space, if any, as specified in Para 'G' and also described in **2nd Schedule** hereinafter.

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 Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment/Unit as specified in Para 'G' and also described in **2nd Schedule**.
- 1.2 The Total Price/Agreed Consideration for the said Apartment Unit based on the carpet area thereof is Rs._____/-(Rupees _____) Only (**"Total Price/Agreed Consideration"**) as per the following description and as also details mentioned in **3rd Schedule**:

Description	Amount
Flat No. ____, ____, Floor, Block ____	Per Sq.Ft. Rate of Apartment Rs._____-/-
Apartment/Unit Price includes: a) Cost of Unit b) Cost of exclusive balcony or verandah areas c) Proportionate cost of Common Areas with external wall thickness etc. _____	Rs._____-/-
Car-parking Space Price :	Rs._____-/-
Total	Rs._____-/-

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable 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, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee and/or the Project to the Association of allottees after obtaining the completion certificate;
 Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) 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 schedule 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;
- (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. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iv) The Total Price of the said 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 fire-fighting equipment in the common areas, maintenance charges as per Para II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment in the Project.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), 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.
- 1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **3rd Schedule (“Payment Plan”)**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 4% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the 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 **4th Schedule** and **5th Schedule** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the said Apartment, without the previous written consent of the Allottee(s) as per the provisions of the Act and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee:
- Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the applicable statutes/Act.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy/ Completion Certificate is granted by the Corporation/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 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. If there is any increase in the carpet area, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **3rd Schedule**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

- 1.8 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the said Apartment Unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the said Apartment and the right to use the said Parking Space described in **2nd Schedule**;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share 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 Apartment Owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, municipal taxes and other liabilities. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion/ Occupancy Certificate from the Corporation/competent authority, as provided in the Act;
 - (iii) That the computation of the price of the said Apartment includes recovery of price of land and construction of [not only the said 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 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment in the Project. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **6th Schedule**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Plot, as the case may be.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the said Apartment/Unit and Car-parking space, if any, 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 previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance charges, or other encumbrances on the said Apartment Unit and such other proportionate liabilities payable to competent authorities, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, before transferring the said Apartment Unit to the Allottee, then the Promoter agrees to be liable, even after the transfer of the said Apartment Unit, 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 has paid a sum of Rs. _____ (Rupees _____ only) being part payment of the 10% of the Total Price (Booking Amount) of the said Apartment/Unit at the time of application and the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment/Unit as prescribed in the Payment Plan mentioned in 3rd **Schedule** whether demanded by the Promoter or not, within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of the Promoter payable at Kolkata.

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

3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Promoter and 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 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 Promoter with necessary declarations, documents, permission, approvals, etc. 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 and in any event in Indian Rupees only. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 Clause 3.1 above. Under no circumstances shall the Promoter be liable or responsible for any delay, default, non-compliance or violation by the Allottee. 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 Unit applied for herein in any way and the Promoter shall issue the payment receipts in favour of the Allottee only.

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

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

5. **TIME OF 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 said Apartment/Unit to the Allottee and the Common Areas to the association of allottees, vice-versa the Allottee(s) shall also comply with his/their obligation in time.

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

6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Corporation, the Total Price & payment plan mentioned in **3rd Schedule** and the Additional Liabilities and Deposits mentioned in **6th Schedule** and the specifications, the Common Areas, amenities and facilities mentioned in **4th & 5th Schedules**. The Promoter shall develop the said Apartment 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 Corporation and shall also strictly abide by the bye-laws, FAR and provisions prescribed by the Kolkata Municipal Corporation and/or other relevant statutes 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/or allowed by the competent authorities under the relevant statutes and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION/DELIVERY OF THE SAID APARTMENT:**

7.1 **Schedule for delivery of the said Apartment:-**

The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement, is the essence of the Agreement. The Promoter assures to hand over the said Apartment unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature effecting the regular development

of the real estate project ("Force Majeure") or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or due to reasons beyond control, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment.

Provided that such Force Majeure conditions or reasons 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 be terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 days from that date or within such further time as may be agreed between the parties. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. whatsoever 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 issue of the Partial or Full Occupancy/Completion Certificate by the Corporation/competent authority, shall offer in writing the possession ("**Possession Notice**") of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within two months from the date of issue of occupancy/completion certificate subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Conveyance in favour of the Allottee shall be executed by the Promoter and the Allottee within 3 months from the date of issue of Occupancy/Completion Certificate. The Allottee, after issue of notice for taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of allottees, as the case may be, municipal taxes and other outgoings, electricity charges, other charges, rates, taxes, levies, deposits in respect of the said Apartment Unit from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier. The Promoter shall hand over the occupancy/completion certificate of the said Apartment to the Allottee at the time of execution of the Deed of Conveyance of the same.

- 7.3 **Failure of Allottee to take Possession of the said Apartment-** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1A and thereafter take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and other documentation prepared by the Promoter through the Project Advocates and the Promoter shall give possession of the said Apartment Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay maintenance charges, municipal taxes and other out goings as specified in Clause 7.2 above.

- 7.4 **Possession by Allottee-** After obtaining the occupancy/Completion certificate and handing over physical possession of the Apartments to all the Allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees 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 allottees or

the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the sum of Rs.3,00,000/- or 5% (five percent) of the total consideration amount, whichever may be higher, out of the booking amount paid for the allotment the sum of Rs.3,00,000/- or 5% (five percent) of the total consideration amount, whichever may be higher, out of the booking amount or any other amount paid under this agreement towards the allotment. The balance amount of money, if any, paid by the Allottee to the Promoter towards the Total Price shall only be returned by the Promoter to the Allottee within 45 days of such cancellation or within such further time as may be agreed between the parties.

- 7.6 **Compensation.-** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Building containing the said Apartment is being constructed or has been constructed that is known to the Promoter but has not been disclosed to the Allottee or which the Allottee could not have found out inspite of due diligence and care, 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 or reasons beyond control, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement 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 written demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him towards the Total Price of the said 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 or within such further time as may be agreed between the parties.

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

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

- i) The Promoter has absolute, clear and marketable title with respect to the said Land and 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) 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 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;
- 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(s) 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(s) 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(s) 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(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- x) The Schedule Property is not the subject matters 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 the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees 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 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 clauses and reasons beyond control, the Promoter shall be considered under a condition of Default, in the following events:
- i) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement 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 a 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 thereunder.

9.2 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 towards the Total Price for purchase of the said Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. If however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee 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 said Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due or within such further time as may be agreed between the parties.

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

- (i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under **3rd Schedule** hereto and/or timely payment of the Additional Liabilities and Deposits under **6th Schedule** hereto, despite having been issued notice in that regard, the Allottee 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 under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/ Plot] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee 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 said Apartment as per Clause 1.2 and Additional Liabilities and Deposits mentioned in **6th Schedule** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges, municipal and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall call the Allottee to execute a conveyance deed and convey the title of the said Apartment, the said Parking Space together with proportionate indivisible variable undivided impartible share in the Common Areas including the said Undivided Share within 3

months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and incidental expenses to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE BUILDINGS/ APARTMENT/ PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the project upon the issuance of the completion certificate of the project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or date of possession which ever is earlier, the Promoter shall take steps 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 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 allottees shall have rights of unrestricted access to all Common Areas mentioned in 5th Schedule as also the garages/covered parking and parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

14. USAGE :

Use of the Common Areas: The Common Areas as located within the Project, shall be earmarked for purposes such as facilities 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 shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the association of Allottees formed for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:

- 15.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said 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 Buildings, or the said Apartment or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or

make additions to the said Apartment and shall keep the said 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 Buildings is not in any way damaged or jeopardized.

- 15.2 The Allottee 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 facade of the buildings or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Apartment.
- 15.3 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. The Allottee 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 the said Apartment with the full knowledge of all laws, rules and regulations, notifications, etc. 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, has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and the clauses below.
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 said 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 the said Apartment.
19. **APARTMENT OWNERSHIP ACT:**
The Promoter has assured the Allottees that the project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.
20. **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 registration authority 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 to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority 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, shall be treated as cancellation of this Agreement by the Allottee without any default of the Promoter and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to 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 save and except the General Terms and Conditions in regard to the said Apartment.

22. **RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Apartment, in case of a transfer that is validly made with the prior written consent of the Promoter, as the said obligations go along with the said 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 in not making timely payments as per the Payment Plan (3rd Schedule) 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.

It is also agreed that the Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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 thereunder or under other applicable laws, such

provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the 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.

26. 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 the Project, the same shall be the proportion which the carpet area of the said 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 deeds, documents and instruments and take such other actions and steps, in additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of the 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 in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

29. NOTICES:

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

PROMOTER :	ALLOTTEE (S) :
R.B.N. Projects Private Limited	
Registered Office: 54/5A, Strand Road, Ground Floor, Kolkata 700006	Address :

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered

Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee as the case may be.

30. **JOINT ALLOTTEES:**

That in case there are Joint Allotees 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 be considered as properly served on all the Allottees.

31. **SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the said Apartment prior to the execution and registration of this Agreement for Sale shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder unless agreed between the parties. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding.

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

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

(Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made thereunder.)

34. The Parties herein declare and confirm that the additional terms and conditions in addition to the forementioned terms are the contractual understanding between the parties and have been mutually agreed upon and have been mutually added and/or clarified by the parties to the basic format suggested under the Rules. Such additional/clarifications terms and conditions are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

- i) It is obligation on the part of the Allottee to get this Agreement registered before the concerned registering authority, in case the Allottee defers to get the agreement registered for whatsoever may be the reason the Promoter shall not held liable and it is agreed between the Parties that the Allottee shall continues to pay the payments as per the milestones as stipulated in the payment schedule as mentioned 3rd Schedule hereinafter.
- ii) Notwithstanding to the terms as stipulated in Clause 7.5 & 9.3 hereinabove, on cancellation by Allottee and/or in case of default of the Allottee, if any amount required to refunded to the Allottee out of the amount paid under this agreement to the Promoter, the fees and charges

relating to this Agreement for Sale including the stamp duty, registration fees, GST, other applicable levies, Advocate fees, incidental and other expenses shall not be refunded by the Promoter.

- iii) In continuation to the terms as stipulated in clause 7.2 hereinabove, after the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs.
- iv) It is mutually agreed between the parties that in respect of the Apartment/Units, other spaces, properties and rights which are not intended to be transferred to the Allottee as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Promoter in its absolute discretion, without any reference to the Allottee. The Allottee hereby consents to the same and undertakes and covenants not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.
- v) The Promoter hereby clarifies that any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Promoter shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Buildings or the Premises and the Promoter shall not be under obligation to handover the common amenities to such association. The Association shall be formed under the provisions of the West Bengal Apartment Ownership Act, 1972 and the promoter shall hand over of the maintenance of the Premises to such Association and the Association shall be responsible for the maintenance of the Buildings and the Premises. The Promoter shall also transfer and make over the Deposits to the Association after adjusting its dues, if any.

It is also stipulated that all the Apartment Owners including the Allottee shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Buildings including the Allottee herein. The rights of the Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in **8th Schedule** and until the association is formed by the Apartment Owners the Allottee has irrevocably agreed to be bound by the rules and regulations as specified in **8th Schedule**. The Allottee(s) hereby also agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **7th Schedule** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

- vi) Pertaining to the liability of the Promoter for rectifying any defect in the apartment or the building it is hereby clarified that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Apartment/Units by the Allottee(s) including the Allottee herein. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Building. Further if the Allottee(s) of their own has made any structural changes in any form in their respective units and/or common areas in the building, that may affect the structure of

the building in any manner, in such circumstances the Promoter shall not be liable to rectify the defects and/or to pay any compensation.

- vii) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has irrevocably consented to and/or hereby irrevocably consents that the Promoter shall, until handing over the possession of all the Apartments, be entitled to all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/ further construction in the Premises including by raising of any additional floor/storey/ construction over the roofs of the Buildings and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Promoter is entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions and the same is and shall be deemed to be the previous written consent under the Act. It further clarified that such addition construction shall be carried out by the Promoter only obtaining necessary permission / sanction from the concerned authorities or get the same regularized/ approved.

1ST SCHEDULE

PART-I

(the words as defined)

- (a) **“Additional Liabilities”** shall mean the additional liabilities mentioned in **Part I of 6th Schedule** which are to be paid by the Allottee in addition to the Agreed Consideration/Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (b) **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **3rd Schedule** payable by the Allottee to the Promoter for acquiring the said Apartment Unit;
- (c) **“Apartment”** shall mean any residential apartment with balcony/verandah Area, if any appurtenant thereto or any other covered space in the Buildings which is capable of being exclusively owned, used and/or enjoyed;
- (d) **“Apartment Owners”** shall, according to its context, mean all allottees and/or intending allottees of different Apartments in the Buildings including the Promoter in respect of such Apartments as are not alienated and/or not agreed to be alienated for the time being by the Promoter;
- (e) **“Apartment Unit”** shall mean any apartment and/or other covered space in the Buildings which is capable of being exclusively owned, used and enjoyed by any Apartment Owner, the right, if any, to park car in a Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;
- (f) **“Architects”** shall mean Architect Messieurs SGA Consultancy Services , of 'Gunjan' 1st Floor, P-17 Mitra Colony, James Long Sarani, Kolkata-700034, who have been appointed as the architects for Buildings by the Promoter and/or such other Architects whom the Promoter may from time to time appoint as the Architects for the Buildings;
- (g) **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the representatives of all the owners/buyers of Apartment Units and which shall be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;

- (h) **“Buildings”** shall mean the 2 (two) buildings consisting of ground and upper four floors, and other structures to be constructed on the Premises by the Promoter in terms of the Plans as also the other constructions, including the Community Hall and Club House, that may be constructed on the Premises by the Promoter from time to time;
- (i) **“Built-Up Area”** in relation to an Apartment shall mean the plinth area of that Apartment (including the area of balconies, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein;
- (j) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (k) **“Common Areas”** shall mean the common areas, facilities and installations in the Buildings and the Premises which are mentioned in **5th Schedule**;
- (l) **“Common Parking Spaces”** shall mean parking space for visitors/guests.
- (m) **“Common Expenses”** shall include all expenses for the management, maintenance and upkeep of the Buildings, the Common Areas therein and the Premises and the expenses for Common Purposes as mentioned in **5th Schedule**;
- (n) **“Common Purposes”** shall include the purpose of maintaining and managing the Premises, the Buildings and in particular the Common Areas, rendition of services in common to the Apartment Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flats exclusively and the Common Areas in common;
- (o) **“Corporation”** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;
- (p) **“Date of Possession”** shall mean the date on which the Allottee takes actual physical possession of the said Apartment after discharging all liabilities and obligations or expiry of date of possession notice;
- (q) **“Date of Commencement of Liabilities”** shall mean the date after expiry of 15 days from the date of the Possession Notice (defined under Clause 7.2 above) or date of date of actual possession whichever is earlier;
- (r) **“Deed of Conveyance”** shall mean the Deed of Conveyance to be executed by the Promoter in favour of the Allottee in respect of the said Apartment Unit upon the Allottee complying with all of the Allottee’s obligations, paying and depositing all amounts in time and not committing any breach or default;
- (s) **“Deposits”** shall mean the deposits to be made by the Allottee with the Promoter as mentioned in **Part II of 6th Schedule** and shall also include any other amount that the Promoter may require the Allottee to deposit;
- (t) **“Maintenance Agency”** shall mean the Promoter itself or any agency appointed by the Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings;
- (u) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (v) **“Maintenance Deposit”** shall mean interest free Deposit as security for payment of Common Expenses/Maintenance Charges, which shall be handed over to the Association after formation;
- (w) **“Parking Spaces”** shall mean the spaces in the basement floors and the ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings that may be earmarked by the Promoter for parking cars;
- (x) **“Plan/Plans”** shall mean the plans of the Buildings, sanctioned and approved by the Kolkata Municipal Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including

variations/modifications/alterations therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions, if any;

(y) **“Premises”** shall mean the said Land measuring about **2(two) Bigha 2(two) cottah 15 (fifteen) chittak** in Mouza Parui J.L No 3 ,R.S No 80,R.S Khatian No 1122(C.S Kantian No 576), 3480/3627, 3413, 3410 under Police Station Behala at present Parnarshree under Kolkata Municipal Ward No.128, Assessment Roll No. 411281300159 land in Municipal Premises No 15 Dr N.G Saha Road Kolkata Postal Address(Premises No 25 Dr N.G Saha Road Kolkata) and morefully described in **Part III** of the **1st Schedule** and shall also include, wherever the context permits, the Buildings to be constructed thereon;

(z) **“Project”** shall mean the work of development of the Premises, construction and completion of the Buildings, marketing and sale of the Apartments and other rights, handing over of possession of the completed Apartments to the Apartment Owners and execution and registration of the Deeds of Conveyance in favour of the Apartment Owners;

(aa) **“Project Advocates”** shall mean Mr. Keshav Kr. Daruka, Advocate of 1 Crooked Lane, 2nd Floor, Room No.217, Kolkata-700069, who have been appointed by the Promoter and have prepared this Agreement for Sale and who shall prepare all legal documentation regarding the development, construction, sale and transfer of the Premises, the Buildings and the Apartment Units therein, including the Deeds of Conveyance;

(bb) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Promoter shall be entitled in case of any default or breach by the Allottee;

(cc) **“Said Apartment”** shall mean the Apartment together with appurtenant thereto and described in **2nd Schedule** hereto;

(dd) **“Said Apartment Unit”** shall mean the said Apartment, the said Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;

(ee) **“Said Land”** shall mean the land measuring about **2(two) Bigha 2(two) cottah 15 (fifteen) chittak**, more or less comprised in the Premises and morefully described in **Part III** of the **1st Schedule**;

(ff) **“Said Parking Space”** shall mean the right to park car(s), if any, described in **Part-II** of **2nd Schedule** hereto;

(gg) **“Said Undivided Share”** shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the said Apartment;

(hh) **“Super Built-Up Area”** of the said Apartment Unit shall be applicable for the purpose of calculation of the liabilities of the Allottee including for municipal taxes, maintenance charges, deposits, etc. and it shall be calculated in the manner that the built-up area of the said Apartment is less than the super built-up area of the said Apartment by twenty seven per cent;

(ii) **“Undivided Share”** in relation to an Apartment shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the Apartment concerned;

(jj) **“Masculine Gender”** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

PART-II

(the Devolution of Title of Vendor/promoter)

- A. **Absolute Ownership of Said Premises:** The Seller has represented to the Buyers that by virtue of Deed of Conveyance dated 15.05.2010 duly registered in the office of the DSR-II, South 24 Parganas, and recorded in Book No.I, CD Vol. No.19, Pages 3548-3574, being Deed No.04672 for the year 2010, the Vendor/Promoter herein, namely **R.B.N. PROJECTS PRIVATE LIMITED**, a Private Limited Company incorporated under the provision of the Companies Act, 1956, having its registered office at 54/5A, Strand Road, Ground Floor, Kolkata 700006, purchased the plot of land, the Said Premises, more particularly described in the **Part-III** of **1st Schedule** below.
- B. **Sanction of Plans:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Complex thereon and selling spaces therein (**Units**), the Seller has got a building plan sanctioned by the Kolkata Municipal Corporation, being Plan No. 2013140778 dated 19/03/2014 for construction of the Said Complex (**Plans**, which includes all sanctioned/permissible modifications made thereto, if any, from time to time).
- C. **Other Permissions and approvals from different Authorities:** The Seller herein also undertakes to obtain all necessary permissions from the competent authorities and has also applied and obtained registration under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration No. HIRA/P/KOL/_____/_____.

PART-III
(the said Premises)

All That piece and parcel of land admeasuring about **2 (two) Bigha 2 (two) cottah 15 (fifteen) chittak** in Mouza Parui J.L No 3, R.S No 80, R.S Khatian No 1122 (C.S Kantian No 576), 3480/3627, 3413, 3410 under Police Station Behala at present Parnarshree, under Kolkata Municipal Ward No.128, Assessment Roll No. 411281300159 land in Municipal Premises No 15 Dr N.G Saha Road, Kolkata, Postal Address (Premises No 25 Dr N.G Saha Road Kolkata) and butted and bounded as follows:

On the North	: Factory of Nimbus Lamination (P) Limited
On the East	: Dr. N. G. Saha Road
On the South	: Dr. N. G. Saha Road
On the West	: Partly by Dr. N.G. Saha Road, Partly by Corporation Park

2nd Schedule
Part-I
(Said Flat)

Residential Flat No. _____ on the _____ floor, having super built-up area of approximately _____ (_____) square feet, consisting of ____ (____) bed rooms, ____ (____) toilets, ____ (____) kitchen and ____ (____) living/ dining room, comprised in Block No. _____ (**Said Building**) in the complex named 'SPRING NEST' to be erected at the said Premises, as more fully described the **1st Schedule** above

Part-II

(Said Car Parking)

_____ No(s). of Covered Car-parking Space being No. _____, lying at the Ground Level of the Building/Block No. _____, and _____ No(s). of Open Car-parking Space being No. _____, lying at the Ground Level of the Building/Block No. _____, in the complex named 'SPRING NEST' to be erected at the said Premises, as more fully described the **1st Schedule** above, as also delineated on the plan attached hereto.

PART-III**(the period to complete the said Unit and handover the same)**

The said Apartment Unit is to be made ready for handing over possession by 31.03.2021 unless there is delay due to Force Majeure or reasons beyond control and as stated hereinabove.

3rd Schedule**(Total Consideration and Payment Plan)**

The agreed consideration for sale of said Unit/Apartment is detailed below:

Description	Amount
Unit Price :	
d) Cost of Unit	Rs. _____/-
e) Cost of exclusive balcony or verandah areas	
f) Proportionate cost of Common Areas with external wall thickness etc.	
g) Car-parking Space	Rs. _____/-
Sub-Total	Rs. _____/-
Other Charges:	
(a) Interest Free advance common area maintenance charges for 12 months	a) Rs. _____/-
(b) Maintenance Deposit for Sinking Fund	b) Rs. _____/-
(c) Contribution for becoming Member of the Association.	c) Rs. _____/-
(d) Legal/documentation Charges per Apartment. This shall include documentation charges and exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals.	d) Rs.15,000/-
(e) Proportionate of Transformer	e) Rs.25,000/-
(f) D.G charges (for 1Kw)	f) Rs.30,000/-
(g) Club Membership Charges	g) Rs. _____/-
(h) Miscellaneous charges per Apartment.	h) Rs. _____/-
Sub-Total	Rs. _____/-
Total	

The total Consideration including of other charges as stated hereinabove shall be paid by the Allottee to the Promoter/Vendor in the following manner.

Date	Percent	Amount (Rs.)
Booking Amount	10% of the Consideration	Rs._____/-
Within 7 days from the date of Execution of this Agreement [in terms of Clause 34 (i)]	10% of the Consideration	Rs._____/-
On Completion of piling work	10% of the Consideration	Rs._____/-
On Completion of Ground Floor Roof Casting	8% of the Consideration	Rs._____/-
On Completion of 1 st Floor Roof Casting	8% of the Consideration	Rs._____/-
On Completion of 2 nd Floor Roof Casting	8% of the Consideration	Rs._____/-
On Completion of 3 rd Floor Roof Casting	8% of the Consideration	Rs._____/-
On Completion of 4 th Roof Casting	8% of the Consideration	Rs._____/-
On Completion of Brick work of said Unit	5% of the Consideration	Rs._____/-
On Completion of Internal Plaster of said Unit	5% of the Consideration	Rs._____/-
On Completion of Flooring of said Unit	5% of the Consideration	Rs._____/-
On Completion of the said Unit except bathroom fittings	5% of the Consideration	Rs._____/-
On Notice of Possession of the said Unit	10% + other charges as stated herein	Rs._____/-

Note : The applicable GST and other levies, if any shall be payable alongwith the price of the Unit

**4th Schedule
Part-I
(Common Portions)**

1. **Area:**
 - a) Open and/or covered paths and passages.
 - b) Lobbies and staircases of the Said Building.
 - c) Stair head room, lift and lift well.
 - d) Boundary walls and main gates of the Said Premises.
 - e) Landscape, Garden & Children's play area.
 - f) Ultimate Roof of the Building
2. **Water and Plumbing:**
 - a) Water reservoirs.

- b) Water tanks.
- c) Water pipes (save those inside any Unit).
- d) Under ground tank and installations for fire fighting, if any.

3. **Electric Installations:**

- a) Wiring and accessories for lighting of Common Portions.
- b) Electric Installations relating to meter for receiving electricity from CESC
- c) Pump and motor.
- d) Lift and lift machinery.

4. **Drains:**

- a) Drains, sewers and pipes.
- b) Drainage connection with Municipal Corporation, if available.

5. **Others:**

Other areas and installations and/or equipments, if any, as are provided in the Said Complex and/or the Said Premises for common-use and enjoyment of the owners and occupants of the residential portion.

Part-II
(Common Expenses/Maintenance Charges)

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
3. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.
4. **Association:** Establishment and all other capital and operational expenses of the Association.
5. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
6. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Unit) walls of the Said Complex.
7. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, D.G. set, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.

8. **Rates and Taxes: Corporation Tax**, Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Complex **save** those separately assessed on the Purchaser.
9. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**5th Schedule
(Specifications)**

ENTRANCE LOBBY	: Designer Marble/granite/vitrified tiles Flooring.
LANDSCAPING	: Well designed green landscape with a landscaped Water Body.
ELEVATION	: Attractive external finish.
FLOORING	: Branded Vitrified/Ceramic Tiles in living rooms. Marble/Tiles/Stone in all Common Portions. Branded Vitrified/Ceramic Tile/Wooden in bedrooms.
KITCHEN	: Tile flooring with Granite platform and stainless steel sink. Ceramic tiles dado (up to 2 feet above platform).
TOILETS	: Concealed pipeline using standard materials. Ceramic sanitary ware with C.P. fittings of superior brands. Tile flooring and ceramics tiles on walls. Water proofing in all toilets.
WINDOWS	: Anodised aluminium windows.
DOORS	: Flush doors with accessories
LOCKS	: Good quality locks with night latches on main doors.
INTERNAL FINISH	: Plaster of Paris finish on internal walls.
ELECTRICAL	: Concealed copper wiring with sufficient light and power points. TV/telephone/AC points in living room and all bedrooms.
LIFTS	: Two lifts will be provided in each block. CCTV Installation in common areas, fire detection & protection in common areas.
OTHER AMENITIES	: AC Community hall. AC Gymnasium. AC Indoor Games Room. Generator for power backup.

Provision for Cable television.
 Fire Fighting System
 Intercom
 24 Hrs. Security
 Water Treatment Plant.

6th Schedule

PART I –ADDITIONAL LIABILITIES

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to pay the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Goods and Service Tax (GST) payable on the Total Price/Agreed Consideration and/or on sale/ transfer of the said Apartment Unit to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or alongwith the payment of the respective instalment or within 15 days of demand by the Promoter, whichever is the earliest.
- (ii) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, the Buildings, the Premises, the Project and/or the agreed Specifications, including the costs, charges and expenses for revision of the Plans.
- (iii) Betterment fee, development charges and any other tax, duty, levy or charge that may be imposed or charged regarding the said Apartment Unit, the Buildings, the Premises and/or the Project.
- (iv) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with fixed miscellaneous expenses of Rs.5,000/- for registration of each document.
- (v) Fixed Maintenance Charges for first 12 months at the rate of Rs. _____/- per square feet of built-up area per month for the said Apartment.
- (vi) Any increase and/or escalation in cost of construction due to Force Majeure shall be payable proportionately in respect of the said Apartment Unit.
- (vii) Cost & Charges for formation of the Association for the Common Purposes amounting to Rs. 6,000/- per Apartment.
- (viii) Transformer **Electricity**: obtaining and providing electricity supply and meter, including, those on account of and/or for transformer and electrical sub-station, if any, HT/LT line supply, supply cables (up to the main point of supply by CESC within the Said Premises), switch gears, electric meters/sub-meters, @ Rs.30,000/- (Rupees Thirty Thousand only) .
- (ix) DG **Generator**: The Vendor/Developer shall install Diesel Generators in the Said Premises to Supply power during the hours of load shedding. In addition to supply power for common service like compound lighting, lift running etc, provision has been also made to supply power to each flat against payment of Rs. 30000/ per 1KW and addition Back up @ Rs. 30000 pwe KW

- (x) Agreed Legal Fees of the Project Advocates amounting to Rs.15,000/- payable at or before the Date of Possession or the execution of the Deed of Conveyance, whichever is earlier.
- (xi) Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the amounts payable under this Schedule, shall be paid by the Allottee in addition to the above.

The Additional Liabilities that are not quantified above shall be quantified by the Promoter at the appropriate time.

PART II –DEPOSITS

The following Deposits are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertaken to pay the same within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Maintenance Deposit at the rate of Rs. ____/- per square feet of built-up area of the said Apartment.
- (ii) Deposit for electric supply / individual meter for the said Apartment payable to the Electricity Supply Agency.
- (iii) Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts shall be paid by the Allottee in addition to the above.

The Deposit under Item No. (i) shall be paid by the Allottee to the Promoter in terms of the Possession Notice. The Deposit under Item No. (ii) shall be paid by the Allottee to the Promoter within (15) fifteen days of demand.

7TH SCHEDULE (ALLOTTEE'S COVENANTS & HOUSE RULES)

1. The Allottee agrees undertakes and covenants to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
 - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
 - d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Buildings and/or the Premises or on any portion thereof;
 - e) use the Common Areas without causing any hindrance or obstruction to other Apartment Owners and occupants of the Buildings;
 - f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Buildings;
 - g) in particular and without prejudice to the generality of the foregoing, not to make any

form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;

h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 500/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;

j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the Electricity Supply Agency in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Promoter/Maintenance Agency (upon formation)

l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;

m) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Buildings and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment/Unit until the same is assessed separately by the Corporation;

n) pay for other utilities consumed in or relating to the said Apartment/Unit;

o) allow the other Apartment Owners the right to easements and/or quasi-easements;

p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

q) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement;

r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes; and

s) pay a sum of Rs. 2,500/- (Rupees two thousand five hundred) only as damages to the Promoter due to dishonour of cheque for any reason together with applicable Goods and

Service Tax.

2. The Allottee agrees and covenants:

- a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 500/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- c) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Buildings under any circumstances and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 200/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- d) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
- e) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Buildings and/or disturb them;
- f) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- g) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- h) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- i) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 200/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- j) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- k) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Buildings;

- l) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;
- m) not to claim any right over and/or in respect of any terrace or roof (other than the use of the Common Roof Area only) of the Buildings or any open land at the Premises or in any other open or covered areas of the Buildings and the Premises not meant to be a common area or portion;
- n) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings and/or the Apartments therein by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;
- o) not to object, obstruct or create any hindrance to the Promoter making any development or further development or additional vertical/horizontal or other constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
- p) not to object to or hinder further/additional vertical or other constructions or to the resultant variation in the said Undivided Share and the Allottee shall not object to the changes and/or inconvenience caused due to the construction being made by the Promoter from time to time even after the Date of Possession;
- q) not to object, obstruct or create any hindrance to the use of the Common Areas by the owners and occupiers of all Apartment Units and/or other spaces in the Project as also the further/additional vertical/horizontal or other constructions;
- r) not to shift or obstruct any windows or lights in the said Apartment or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- s) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- t) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- u) not hang or cause to be hung clothes from the balconies of the said Apartment;
- v) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **2nd Schedule**;
- w) not to sell, transfer, let out or part with possession of the said parking space, if so agreed to be acquired by the Allottee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;
- x) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment/Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;
- y) not to do any addition, alteration, structural changes, construction or demolition in the

said Apartment/Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 500/- per square feet of the super built up area of the said Apartment/Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

z) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

aa) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment/Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;

bb) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Premises;

cc) not to keep or harbour any bird or animal in the Common Areas of the Premises;

dd) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Buildings and/or the Premises;

ee) not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the Window type air-conditioner and/or split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- per square feet of the super built up area of the said Apartment/Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

ff) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Areas;

gg) not to carry on or permit to be carried on at the said Apartment/Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Owners/occupiers of the Premises and/or the neighbourhood;

hh) not to use the said Apartment/Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;

ii) not to interfere in any manner with the right, title, interest or entitlement of the Promoter and/or its transferees in respect of other Apartment/Units including the transfer thereof;

jj) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement; and

kk) not to change the Project name and its logo under any circumstances whatsoever.

3. The Allottee agrees, undertakes and covenants not to make or cause, directly or indirectly,

any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Project or concerning the development, construction or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment/Unit or any portion of the Premises and/or the Project.

4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment/Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area or the fixed percentage difference between the Super Built-up Area and the built up-area, as defined in Clause (jj) of Part-I of 1st Schedule.

5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Service Tax) under any statute or regulation on the Premises, the Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Promoter or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Buildings, without raising any objection thereto. The Promoter shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the concerned authority.

6. The Allottee shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Apartment Owners (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations irrespective of non-compliance by any other Apartment Owner.

7. The Allottee shall be responsible for and shall keep the Promoter and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Promoter and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

8. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Promoter is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Service Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Apartment contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Apartment Unit.

9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

8th SCHEDULE

(RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION)

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- b) The Maintenance Charges shall be payable by the Allottee on a monthly basis with effect from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier. For the first 12 (twelve) months the Maintenance Charges shall be at the fixed rate of Rs. 4.80/- per square feet of built-up area per month for the said Apartment irrespective of whether the actual expenses are more or less and without the Promoter being required to give any accounts for the same. In the event of Association being formed prior to expiry of 12 (twelve) months, then the Promoter shall hand over to the Association the proportionate amount out of the Fixed Maintenance Charges for first 12 months for the remaining period of the first 12 months.
- c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.
- d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Allottee after giving 15 days' notice in writing.

Execution and Delivery

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

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter/Vendor

(1) Signature _____
Name _____
Address _____

Please affix
Photographs and sign
across the photograph

(2) Signature _____
Name _____
Address _____

Please affix
Photographs and sign
across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allotee/Purchaser :

Signature _____
Name _____
Address _____

Please affix
Photographs and sign
across the photograph

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____