

**Agreement for Sale**

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

**By and Between**

**RMN Constructions Pvt. Ltd.** (Income Tax PAN -  
AAKCR8301G), CIN - U70109WB2021PTC243449 a private  
limited company incorporated in accordance with the  
provisions of the Companies Act. 2013, having its registered  
office at 31/F, Ramkrishna Samadhi Road, Post Office –  
Kankurgachi, Police Station - Phoolbagan, Kolkata - 700054,  
District - South 24 Parganas, West Bengal, represented by  
one of its Directors namely **Mr. Nikesh Jaiswal** having his  
personal Income Tax PAN - ANIPJ1121E and having his

Aadhaar No. 4153 4741 5498 son of Ramchandra Jaiswal, presently and permanently residing at 31/F, Ramkrishna Samadhi Road, Post Office - Kankurgachi, Police Station - Phoolbagan, Kolkata - 700054, West Bengal, India, hereinafter called and referred to as the **'Developer/Promoter'** (which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include its Director and/or Directors, Successor-in-office, Successor-in-interest and legal representatives) of the **One Part**.

**And**

..... having his/her Income Tax PAN -  
 ..... and having his Aadhaar No.....,  
 son/daughter of ....., by faith ....., by  
 nationality ....., by occupation .....

residing at ....., Post Office .....,  
 Police Station - ....., Kolkata - ....., District -  
 ....., West Bengal.

hereinafter jointly called and referred to as the **Allottee(s)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, heiresses, executors, administrators, legal representatives and/or assigns) of the **Other Part**.

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

**Definitions:** Unless in this agreement there be something contrary or repugnant to the subject or context :-

- 1.1. “Agreed ratio” shall mean the ratio of sharing the constructed area between the Landowners and the Developer which is 50% (Landowners) and 50% (Developer) w.r.t. residential construction. The Developer will get the entire commercial construction to be constructed at the said project.
- 1.2. “Building Complex” shall mean the new building/s to be constructed on the said land as dealt in under First Schedule hereinunder appearing hereinafter called and referred to as the “project land” alongwith the relevant common areas and installations and wherever the context so permits or intends include the project land.
- 1.3. “Building Plan/s” shall mean the plan for construction of the new building caused to be sanctioned by the Developer in the names of the Landowners from Bidhannagar Municipal Corporation and include all modifications and/or alterations, revalidations as may be made thereto as also all extensions and renewals thereof vide Building Permit No. SWS-OBPAS/2109/2023/1337 dated 09.01.2024.
- 1.4. “Common Areas & Installations” shall mean and include installations and facilities at or for the building complex as dealt in under Second Schedule hereto and the same shall be subject to modifications

and alterations that may be made by the Developer in terms hereof.

- 1.5. "Common Purposes" shall mean and include the purposes of managing, maintaining, administrating upkeep and securities of the building complex and in particular the common areas and installations, rendition of common services in common to the transferees, collection and disbursement of the common expenses, the purpose of regulating rights, obligations and liabilities of the transferees thereof and dealing with all matters of common interests of the transferees thereof.
- 1.6. "Completion of Construction" shall mean and include to make the said proposed new complex habitable as the landowners/transferees/occupiers can reside over there with electricity, water and sewerage connection thereat.
- 1.7. "Contingent residual areas" shall mean and include those transferable areas which may get identified and separately allocated/designated to the parties excluded from common areas.
- 1.8. "Encumbrances" shall mean and include encumbrances, mortgages, charges, security interest, liens, lispensens, attachments, leases, tenancies, thika tenancies, occupancy rights, uses, debutters, trusts, bankruptcy, insolvency, acquisitions, requisitions, vesting, claims, demands, forfeitures and liabilities whatsoever or howsoever.

- 1.9. "New building/s" shall mean and include one or more buildings and/or other structures that may be constructed by the Developer from time to time at the project land.
- 1.10. "Owners" shall mean and include the said 1) Sri Pradip Mandal, 2) Sri Tarun Mondal, 3) Sri Subhas Mondal, 4) Smt. Rina Sardar, 5) Smt. Fulmani Kayal, 6) Smt. Rasmani Kayal, 7) Smt. Mina Mondal, 8) Smt. Sudha Patra and 9) Smt. Subala Sardar.
- 1.11. "Developer" shall mean and include the said RMN Constructions Pvt. Ltd. a private limited company incorporated in accordance with the limits of Companies Act, 2013 having its registered office at 31/F, Ramkrishna Samadhi Road, Post Office - Kankurgachi, Police Station - Phoolbagan, Kolkata - 700054, West Bengal, India.
- 1.12. "Project Land" shall mean and include all that piece and parcel of land measuring by estimation an area of 17.3342 decimal be the same a little more or less which is equivalent to 10.5 Cuttah more or less comprised in RS & LR Plot Dag No. 920 under LR Khatian Nos. 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022 and 1023 in Mouza - Thakdari, JL No. 19, Police Station - Bidhannagar Electronic Complex {formerly Bidhannagar(East), prior thereto Rajarhat}}, District - North 24 Parganas.
- 1.13. "Project" shall mean and include a) development of building complex, b) transfer of transferable areas to the transferees c) division of the contingent residual areas, if any, d) administration of common purposes

until handing over to the association, all as per the conditions hereof.

- 1.14. "Real Estate Laws" shall mean and include Real Estate (Regulation and Development) Act, 2016 and includes its time to time amendments if any.
- 1.15. "Parking Spaces" shall mean the spaces in the building complex of the ground floor covered areas as well as open designated spaces and shedded open spaces for parking of motor cars, two wheelers etc. against valid allotment letters only.
- 1.16. "Shares in land" shall mean and include undivided proportionate impartible shares and/or interests in the land of whole or part of the project land attributable to any unit.
- 1.17. "Transfer" shall mean and include transfers primarily by sale but with possibility of leases and otherwise as decided by the Developer.
- 1.18. "Transferees" shall mean and include the persons/organizations to whom any transferable areas in the form of residential unit, commercial unit, four wheelers parking space, two wheelers parking space in the said project is transferred or agreed to be transferred.
- 1.19. "Units" shall mean and include independent and self-contained residential flats and/or apartments, commercial unit, capable of being exclusively held used or occupied by the Occupier(s)/Person(s).
- 1.20. The Developer shall have full right to amalgamate any adjacent plot and/or plots and to construct the same on phasewise manner having same entrance for

ingress and egress thereto without any interference of the Owners/Occupiers of "KRIHOM".

- 1.21. "Name of the said proposed new building/s" shall mean and include "KRIHOM" forever.

**2. Interpretation:**

- 2.1. Reference to any clause shall mean such clause of this agreement and include any sub clauses thereof. Reference to any schedule shall mean such schedule to this agreement and include any parts of such schedule.
- 2.2. Headings, cause titles, capitalized expressions and bold expressions are given for convenience only.
- 2.3. Reference to the word "include" shall be construed without limitation.
- 2.4. The Schedule/Annexure and recitals hereto shall constitute an integral part of this agreement and any breach of the stipulations contained in the schedule shall be deemed to be a breach of this agreement.
- 2.5. Reference to a document, instrument or agreement is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.

**Whereas:**

**A. The Developer/Promoter do and each of them doth hereby represented, assured and warrant in favour of the Allottees as under:**

- i) That the Landowners herein are collectively seized and possessed of and/or otherwise well and sufficiently

entitled to as the full and absolute owners (in equal shares) all that "Bastu" land measuring 17.3342 decimal which is equivalent to 10.5 Cuttah be the same a little more or less comprised in RS & LR Plot Dag No. 920 under LR Khatian Nos. 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022 and 1023 in Mouza - Thakdari, JL No. 19 within the jurisdiction of Additional District Sub Registrar - Rajarhat at Newtown and within the local limits of Bidhannagar Municipal Corporation under Ward No. 28, Police Station - Bidhannagar Electronic Complex (formerly Bidhannagar (East) and prior thereto Rajarhat), District - North 24 Parganas, West Bengal (morefully and particularly described in the Part - I of Schedule - A hereinunder written) and hereinafter for the sake of brevity called and referred to as the "said premises".

Detailed devolution of title in respect of the said premises is mentioned under the Schedule "F" hereinunder written and the specification of construction of the said proposed building/complex is mentioned under the Schedule "D" hereinunder appearing.

- ii) By a letter of intent dated 18.01.2021 the Landowners herein have shown their willingness to develop the said plot of land by the Developer/Promoter herein chalking out the primary terms and conditions for the said development of construction of a five storied residential cum commercial building by the Developer/Promoter at the costs and expenses of the Developer/Promoter upon obtaining bonafide sanction of building plan from the



competent authority of Bidhannagar Municipal Corporation.

- iii) That the Landowners herein have duly caused mutation of their names in the records of BL & LRO Rajarhat during the course of LR Settlement Zarip and are paying their khajna thereof regularly as the recorded rayats of the aforesaid land in question.
- iv) That the entirety of the said land is in khas physical possession of the Landowners and no other person has any claim or demand with regard thereto.
- v) That the representation, assurances, warranty and covenants contained in the title deeds or documents by dint of which the erstwhile owners inherited and/or owned and acquired the said land, still hold true and the Landowners have not done any act or deed or thing which could in any manner encumber or affect the title and the interest in the said land and the Landowners shall also satisfy the banks-both public sector and private sector, institutions, financial and others and Investors/Lenders to the Project/Flat Owners/Unit Owners.
- vi) That there is no subsisting agreement for transfer by way of sell, lease or otherwise the said premises or any part thereof or any undivided share therein.
- vii) That there is no any restraining order or legal bar or restriction or impediment or any other difficulties in the Landowners in selling, conveying or transferring the said premises or in entering into this Agreement with the Developer/Promoter.
- viii) That the Landowners hereby represent that the responsibility and adherence of this agreement by the

Landowners towards the Developer/Promoter shall always be joint and/or several at the option of the Developer/Promoter. The Developer/Promoter shall not be held responsible for any disagreement or adversarial circumstances between the Landowners inter-se and no internal understanding or arrangement between the Landowners inter-se shall affect the project or the Developer/Promoter in any manner whatsoever.

- ix) With respect to GST (Goods and Service Tax) and other taxes if any, time to time imposed by the competent authority, to be paid by the Landowners as and when and/or during the sale of their respective allocations, if applicable.
- x) That the open to sky terrace/top roof would be commonly used as and by way of an amenity by all the flat owners/occupiers as a common area. No exclusive right would be given either to any of the landowners or any of the flat owners for any personal user thereof. Moreover no ceremonial activities would be undertaken on the said open to sky terrace by any of the landowners/flat owners unless organized by the Flat Owners' Association/Maintenance Body for participation of all the flat owners/occupiers.
- xi) The Landowners are liable to pay the corpus fund for their respective allocation for installation of main electricity line, personal domestic electric meter, installation of transformer etc. to the Developer/Promoter as will be time to time announced by the Developer/Promoter within the stipulated time of 7 days from the date of raising of such bills.

xii) Under no situation any animal sacrifice would be entertained within the proposed complex by the Landowners and/or their assignees/nominees as the case be. The same terms would also be maintained by the Developer/Promoter and/or their nominees.

**B.** The parties have mutually decided to construct a multistoried residential cum commercial construction thereon and

1. commercial exploitation thereof in the manner contained in this agreement with the main crux being that the development at and construction of new building shall be made by the Developer/Promoter at its own costs and expenses and by selling Developers' Allocation for such sell and transfer thereof shall be shared by the Developer/Promoter without any interference from the end of the Landowners.

**Now therefore, in consideration of the mutual representations, covenants, assurances, promised and agreements contained herein and other good and valuable consideration, the parties as follows :-**

**1. Terms:**

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Developer/Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the said unit morefully and particularly mentioned in the **Schedule "A", Part - II** hereinunder.

- 1.2. The total price payable for the Apartment is morefully mentioned in the **Part – II** of the **Schedule “B”** hereinunder written.

Explanation:

- i) The total price above includes the booking amount paid by the Allottee(s) to the Developer/Promoter towards the Apartment.
- ii) The total price for the unit above-mentioned includes GST save and except which is morefully and particularly mentioned in **Part – II** and **Part – III** of the **Schedule “C”** hereinunder written.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority which shall include the extension of registration, if any granted to the said project by the Authority, as per the Act, the same

shall not be charged from the Allottee(s).

- iii) The Developer/Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in i) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition the Developer/Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded alongwith the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv) The total price of Completed Apartment finished as per specifications morefully mentioned in **Schedule "D"** includes recovery of price of land underneath the building, construction of the common areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the project but will exclude taxes and maintenance charges.

- 1.3. The total price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority from time to time. The Developer/Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Developer/Promoter shall enclose the said notification/order/rule/regulation to that effect alongwith 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 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(s).
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Part - I** of the **Schedule "C"** (payment plan).
- 1.5. The Developer/Promoter may allow, in its sole discretion, a rebate for early payments

of installments payable by the Allottee(s) by discontinuing such early payments @ 10% per annum for the period by which the respective installment has been prepared. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal once granted to an Allottee(s) by the Developer/Promoter.

- 1.6. It is agreed that the Developer/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 under **Schedule "D"** and **Schedule "E"** (which shall be in conformity with the advertisement prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee(s) as per the provisions of the Act. But the Developer duly mentions and Allottee(s) understands and agrees that as per law the extra F.A.R. permissible apart from sanction plan and the Allottee(s) hereby grant consent and appoint the Developer/Promoter as his/her/its authorized attorney to grant and sign all the papers and documents which may be necessary to obtain, modified or renewed Building sanction plan with extra available F.A.R. or comply with Green

Building or other norms and authorized the Developer/Promoter to make additional floors/addition or alteration in the project with change in the location of size and place of car parking space and other amenities provided however the carpet area of that said unit allotted to the Allottee(s) will remain unchanged. Provided further that the Developer/Promoter may make such minor additions or alterations as may be required by the Allottee(s) at allotted cost or such minor changes or alterations as per the provisions of the Act.

- 1.7. The Developer/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 completion certificate is granted by the competent authority, by further details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter. If there is reduction in the carpet area then the Developer/Promoter shall refund the excess money paid by Allottee within 30 (thirty) 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, which is not



more than 5% of the carpet area of the apartment, allotted to Allottee, the Developer/Promoter demand from the Allottee as per the next milestone of the Payment Plan as provided in **Part – I** of the **Schedule “C”**. All these monetary adjustments shall be made at the same rate as per square feet as per **Part – II** of the **Schedule “B”** of this Agreement.

1.8. Subject to para 9.3, the Developer/Promoter agrees and acknowledges, the Allottee shall have the right to the said Unit as mentioned in **Part – II** of **Schedule “A”**.

- i) The Allottee shall have exclusive ownership of the Apartment.
- ii) The Allottee shall also have undivided proportionate share in the common areas. Since the share/interest of Allottee in the common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas alongwith other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as

applicable. It is clarified that the Developer/Promoter shall convey undivided proportionate title in the common areas to the association of Allottee(s) as provided in the Act.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Developer/Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer/Promoter, 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 Developer/Promoter payable at Kolkata at its office.

The Developer/Promoter shall be entitled to securities the Total price and other amounts payable by the Allottee(s) under this agreement (or any part thereof), in the manner permissible under the Act/Rules in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any person the rights to directly receive the Total price and other amounts payable by the Allottees(s) under this agreement or any part thereof. Upon receipt of such intimation from the Developer/Promoter, the Allottee(s) shall be required to make payment of the Total price and other amounts payable in accordance with this Agreement and in the matter as intimated.

In the event of delay and/or default on the part of the Allottee(s) in making payment of any TDS or any other tax,

levies, cess etc. then without prejudice to any other rights or remedies available to the Developer/Promoter under this agreement or under applicable law, the Developer/Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee(s) the said unpaid tax, levy, cess etc. alongwith interest, penalty etc. payable thereon from the due date till the date of adjustment

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

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

1999 or other laws as applicable, as amended from time to time.

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

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

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

**5. TIME IS ESSENCE**

The Developer/Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration

of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottee(s) subject to the same being formed and registered.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in **Schedule "D"** which has been approved by the competent authority, as represented by the Developer/Promoter. The Developer/Promoter shall develop the project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer/Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the by-laws, F.A.R. and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer/Promoter shall constitute a material breach of the Agreement. Provided that nothing herein contained shall derogate or prejudice or effect the Promoter's rights and entitlements with regard to the matter connected to the plan and the addition/alteration thereof as contained in **Clause 1.7** hereinabove. In the event of any change in the specifications necessitated on account of Force Majeure events or to improve or protect the quality of construction, the Developer/Promoter, the recommendation of the Architect, shall be entitled to effect such changes in the materials and

specifications provided by the Developer/Promoter shall ensure that the cost and the quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in schedule of this agreement.

**7. POSSESSION OF THE APARTMENT:**

7.1. Schedule for possession of the said Apartment – The Developer/Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and common areas to the Association of Allottee(s) is the essence of the Agreement. The Developer/Promoter assures to handover possession of the Apartment alongwith ready and complete common areas with all specifications, amenities and facilities of the projects, in place within 24 (twenty four) months with a grace period of 6 (six) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If however, the completion of the project is delayed due to the Allottee agrees that the Developer/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions then this allotment shall stand terminated and the Developer/Promoter shall refund to the Allottee the entire amount received by the Developer/Promoter from the allotment within 90 (ninety) days from that date. The Developer/Promoter shall intimate Allottee (s) 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. against the Developer/Promoter and that the Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee (s) agrees and confirms that, in the event it becomes impossible for the Developer/Promoter to implement the project due to Force Majeure conditions then this allotment shall stand terminated and the Developer/Promoter shall refund to the Allottee (s) the entire amount received by the Developer from the allotment within 90 (ninety) days from the date. The Developer/Promoter shall intimate the Allottee (s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee (s), the Allottee (s) agrees that he/she shall not have any rights, claims etc. against the Developer/Promoter and that the Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2. Procedure for taking possession** - The Developer/Promoter upon obtaining the Occupancy Certificate from the Competent authority shall offer in writing the possession of the Apartment to the

Allottee(s) in terms of this Agreement to be taken within 1 (one) month from the date of issue of such notice and the Developer/Promoter shall give possession of the Apartment to the Allottee(s). The Developer/Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developer/Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/Association of the Allottees(s), as the case may be. The Developer/Promoter on its behalf shall offer the possession to the Allottee(s) in writing with 30 (thirty) days of receiving the Occupancy Certificate of the Project.

**7.3. Failure of Allottee(s) to take possession of Said Unit**

- Upon receiving a written intimation from the Developer/Promoter as per clause 7.2, the Allottee(s) shall take possession of the Apartment from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentations as prescribed in this Agreement and the Developer/Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 7.2 such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

**7.4. Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of all the Said Unit to the Allottee(s), it shall be the responsibility of the Developer/Promoter to hand



over the necessary documents and plans, including common areas, to the association (upon its registration) of Allottee(s).

Provided that, in absence of any local law the Developer/Promoter shall handover the copies of necessary documents and plans including common areas, to the association (upon its registration) of Allottee(s) within 60 (sixty) days after formation and registration of the Association of Allottee(s).

**7.5 Cancellation by Allottee(s)** – The Allottee(s) have the right to cancel/withdraw his/her 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 Developer/Promoter, the Developer/Promoter herein is entitled to forfeit the booking amount (i.e 10% of the total price with applicable taxes) paid for the allotment. The balance amount of money paid by the Allottee(s) (other than taxes paid by the Allottee(s) and/or stamp duty and registration charges alongwith any legal charges, incurred by the Allottee(s) shall be returned by the Developer/Promoter to the Allottee(s) without interest and without any loss to the Developer/Promoter and only out of the amount received by the Developer/Promoter against sale of the Said Unit to any other interested persons and upon the Allottee(s) his own costs and expenses, execute all necessary cancellation related documents required by the Developer/Promoter.

Upon the intimation of termination of this Agreement the Allottee(s) shall have no claim of any nature whatsoever on the Developer/Promoter and/or the Said Unit and the Developer/Promoter shall be entitled to deal with and/or dispose of the said unit in the manner it deems fit and proper.

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

Except for occurrence of a Force Majeure event, if the Developer/Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Developer/Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer/Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Developer/Promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

**8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/PROMOTER**

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

- (i) The [Developer/Promoter] has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the said Project;
- (ii) The Developer/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 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 Developer/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 Developer/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 Developer/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 Developer/Promoter confirms that the Developer/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 Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee(s) and the common areas to the Association of the Allottee(s);
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

- (xi) The Developer/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;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer/Promoter in respect of the said land and/or the Project;
- (xiii) That the property is not Waqf property.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) Developer/Promoter fails to provide ready to move in possession of the [Apartment] to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects, such as electricity, water sewage and drainage etc. ;
- (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.

In case of Default by Developer/Promoter under the conditions listed above, Allottee(s) is entitled to the following:

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

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

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

- (i) In case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Developer/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Developer/Promoter on the unpaid amount at the rate specified in the Rules.

- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond consecutive months after notice from the Developer/Promoter in this regard, the Developer/Promoter shall cancel the allotment of the [Apartment] in favour of the Allottee(s) and refund the amount money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

**10. CONVEYANCE OF THE SAID APARTMENT**

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

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

The Developer/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of the Allottee(s). The cost of such maintenance has been included in the Total Price of the [Apartment].

**12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer/Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Developer/Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Developer/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer/Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee(s) hereby agrees to purchase the [Apartment] on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the



Maintenance Agency or the Association of Allottee(s) from time to time.

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

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

**15. USAGE**

**Use of Basement and Service Areas:**

The basement(s) and service areas, if any, as located within the "KRIHOM" (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements, if any, in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottee(s) formed by the Allottee(s) for rendering maintenance services.

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

Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the [Apartment]

at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee(s) 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 Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) 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(s) shall not store any hazardous or combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the [Apartment]. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee(s) is/are entering into this Agreement for the allotment of an [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in

general and this project in particular. That the Allottee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment], all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the [Apartment] at his/her own cost.

**18. ADDITIONAL CONSTRUCTIONS**

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

**19. DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

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

**20. APARTMENT OWNERSHIP ACT**

The Developer/Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Developer/Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

**21. BINDING EFFECT**

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

**22. ENTIRE AGREEMENT**

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

**23. RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

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

The Developer/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(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer/Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Developer/Promoter to exercise such discretion in the case of other Allottee(s).

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

**26. SEVERABILITY**

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

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

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

**28. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other

actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## **29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer/Promoter through its authorized signatory at the Developer's/Promoter's Office, or at some other place, which may be mutually agreed between the Developer/Promoter and the Allottee(s), in

\_\_\_\_\_ after the Agreement is duly executed by the Allottee(s) and the Developer/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at the office of the Developer/Promoter.

## **30. NOTICES**

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

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

M/s. RMN Constructions Pvt. Ltd. (Promoter name)

31/F, Ramkrishna Samadhi Road, Post Office – Kankurgachi, Police Station - Phoolbagan, Kolkata - 700054, District - South 24 Parganas, West Bengal (Promoter Address)

It shall be the duty of the Allottee(s) and the Developer/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 Developer/Promoter or the Allottee(s), as the case may be.

### **31. JOINT ALLOTTEES**

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

### **32. GOVERNING LAW**

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

### **33. DISPUTE RESOLUTION**

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

It is agreed by and between the Parties that both the Parties herein have appointed Subir Kumar Seal & Associates, as their Common Arbitrator and their decision/s would be binding upon the Parties, being neutral one.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the

Rules and Regulations made there under].



**The “Schedule - A” above referred to**

**PART - I (THE SAID PROPERTY)**

ALL THAT messuages, tenaments, structures, premises togetherwith the piece and parcel of “Bastu” land thereunto belonging whereon or on part whereof the same are erected and built containing by estimation an area of 17.3342 decimal be the same a little more or less which is equivalent to 10.5 Cuttah lying and situate at Mouza – Thakdari, JL No. 19, Touzi No. 172 comprised in LR Plot Dag No. 920 under LR Khatian Nos. 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022 and 1023 (under former LR Khatian Nos. 24 and 102) under Police Station – Bidhannagar Electronic Complex (formerly Bidhannagar East and before thereto Rajarhat), Pin Code – 700102, Mahisbathan Road, under Ward No. 28 within the local limits of Bidhannagar Municipal Corporation and within the jurisdiction of Additional District Sub Registrar – Rajarhat at Newtown, District – North 24 Parganas, butted and bounded as follows:

On the North by : Land of Sri Tarak Pramanik comprised in RS & LR Plot Dag No. 910.

On the South by : 39 ft. wide municipal road.

On the East by : Land comprised in R.S & LR Plot Dag No. 923.

On the West by : R.S. & L.R. Plot Dag No. 919.

OR HOWSOEVER OTHERWISE THE SAME NOW ARE OR IS OR HERETOFORE WERE OR WAS SITUATED BUTTED, BOUNDED, CALLED, KNOWN, NUMBERED, DESCRIBED OR DISTINGUISHED.

**PART II (SAID UNIT)**

ALL THAT the Apartment No. ...., containing a carpet area of ..... Sq.ft. type ..... BHK containing an area of..... Sq.ft.

chargeable/super built up area being ..... Sq.ft. be the same a little more or less on the ..... Floor of the project to be named and styled as "KRIHOM" togetherwith right to park one car parking space (dependent/independent) parking space in the ground floor level situated within the said project on the said land togetherwith undivided proportionate impartible share of the land underneath the building togetherwith right to use the common areas, amenities and facilities morefully described in **Schedule E** of the said project which is under construction.

**The "Schedule - B" above referred to**

**(PART - I) (COMMON AREAS AND INSTALLATIONS)**

- 1) The staircase, lift, staircase lobbies, lift lobbies, ground floor lobbies, fire escape/exit and common entrances and exit of the building/s.
- 2) The open to sky roof terrace, common paths, pavements, drive ways.
- 3) Installations of central services such as electricity, water and sanitation, sewage.
- 4) The sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use.
- 5) All common facilities as provided in the said project at the said premises.
- 6) Overhead and underground water reservoirs.
- 7) Lift machine room.
- 8) Plantation area.
- 9) Transformer and CESC/WBSEDCL utility area.
- 10) Fire fighting.

- 11) Common toilet on the ground floor.
- 12) Security guards' room.
- 13) Drive ways and pathways (excluding the areas earmarked by the Developer/Promoter as open car parking space/two wheeler parking space).

**(PART - II)**

The consideration payable by the Allottee to the Developer/Promoter for sale of the said Unit shall be as follows:

Type BHK: Floor:	Rate of apartment per Square Feet of carpet area. Rs.
Cost of carpet area	Rs.
Cost of exclusive balcony or Verandah areas	Rs.
Cost of exclusive open terrace	Rs.
Prorata cost of common areas with external wall thickness	Rs.
Preferential Location charges	Rs.
Floor escalation charges	Rs.
Open car parking	Rs.
Total Value	Rs.
Rebate	Rs.
Consideration for the Apartment	Rs.
(Rupees... ..)	

Allottee(s) will get a rebate of Rs. .... /- .

Subject to there is no draft on the part of the Allottee(s) in making under this Agreement and the rate of GST payable by the Allottee(s) remains unchanged.

**THE "SCHEDULE - C" ABOVE REFERRED TO****PART-I (PAYMENT PLAN)**

The said total consideration of Rs. ....../- mentioned in the Schedule B hereinabove shall be paid by the Allottee(s) to the Developer/Promoter by cheque/pay orders/Demand Drafts/Online transfer drawn in the name of M/s. RMN Constructions Pvt. Ltd. (as applicable) as follows:

<b>SL No.</b>	<b>Particulars</b>	<b>Amount/(Rs.) + Applicable GST</b>
1.	Booking Amount	Rs.
2.	Rest of the amount at the time of execution and registration of the Agreement for Sale within 30 days from the date of Booking	10% of the Total consideration of Apartment.
3.	Payable on completion of piling.	15% of the Total Consideration of Apartment.
4.	Payable on 1 <sup>st</sup> Floor Slab casting	15% of the Total Consideration of Apartment.
5.	Payable on 2 <sup>nd</sup> Floor Slab casting	10% of the Total Consideration of Apartment.
6.	Payable on 3 <sup>rd</sup> Floor Slab casting	10% of the Total Consideration of Apartment.

7.	Payable on 4 <sup>th</sup> Floor Slab Casting	10% of the Total Consideration of Apartment.
8.	Payable on completion of Brickwork	15% of the Total Consideration of Apartment.
9.	Payable on Offer of Possession	15% of the Total Consideration of Apartment.

**PART-II (DEPOSITS AND OTHER CHARGES)**

The total extras and deposits in respect of apartment is Rs.

...../-

Floor Escalation Charges for each floor from Second Floor to Top Floor to be increased gradually @ ..... on wards.	Rs.
Preferential Location Charges @ Rs. ....../-	
CCTV installed	
Total Deposits & Extras	

(Rupees ..... )

**Note :** GST is payable on the extra charges as mentioned in the **Part - II** of **Schedule "C"** herein above.

**PART - III (GST AND OTHER CHARGES)**

- 1) The Allottee(s) shall have no liability to pay GST as applicable in law but the Developer/Promoter shall pay GST for and behalf of the Allottee(s).
- 2) Any additional or increased fees and expenses, if any, payable to any authority toward Sale/Transfer permission fees and payable to the appropriate authority within the time prescribed by law.
- 3) The Allottee(s) shall pay the deposit to WBSEDCL directly on account of individual meter.
- 4) Charges levied by the Developer/Promoter for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alterations or variation made in the said flat including the costs, charges and expenses for revision of the plans to the extent if relates to such changes, additions, alterations or variation.
- 5) Stamp Duty, Registration fees and Professional Fees payable to Subir Kumar Seal & Associates, Advocates.

Note : GST is payable on other charges as mentioned in the **Part - III of Schedule C** herein above.

**The "Schedule - D" Above Referred To :-**  
**(SPECIFICATION, AMENITIES, FACILITIES)**

**Living/ Dining Room Area**

- **Flooring** Vitrified Tiles (Kajaria/Johnson or equivalent).
- **Wall** Wall Putty/POP
- **Ceiling** Wall Putty/POP

- **Main Door** Sal wood frame with **flush door** with SS hardware fitting.
- **Windows** Powder coated anodized aluminium frame with sliding mechanism.
- **Electrical** Branded make switches with Copper Wiring.

### **Master Bed Room**

- **Flooring** Designer Vitrified Tiles (Kajaria/Johnson or equivalent).
- **Wall** Wall Putty/POP
- **Ceiling** Wall Putty/POP
- **Internal Doors** Sal wood frame with **flush door** with SS hardware fitting.
- **Windows** Powder coated anodized aluminium frame with sliding mechanism.
- **Electrical** Branded make switches with Copper Wiring.

### **Bed Rooms**

- **Flooring** Vitrified Tiles (Kajaria/Johnson or equivalent).
- **Wall** Wall Putty/POP
- **Ceiling** Wall Putty/POP
- **Internal Doors** Sal wood frame with **flush door** with SS hardware fitting.
- **Windows** Powder coated anodized aluminium frame with sliding mechanism.
- **Electrical** Branded make switches with Copper Wiring.

### **Balcony**

- **Flooring** Anti-Skid tiles (Kajaria/Johnson or equivalent).
- **Wall** External grade paint finish

- **Ceiling** External grade paint finish
- **Door** Aluminium frame sliding doors.
- **Railing** MS Railing.

### **Kitchen**

- **Flooring** Anti-skid Ceramic tiles (Kajaria/Johnson or equivalent).
- **Wall dado** Ceramic tiles up to 2 feet height above kitchen counter.
- **Ceiling** Wall putty/POP
- **Counter** Granite Slab.
- **Plumbing** Water line provisions with branded CP fitting and SS sink.
- **Provision** for water purifier.
- **Windows** Powder coated anodized aluminium frame with sliding mechanism.
- **Electrical** Branded make switches with Copper Wiring.

### **Toilets**

- **Flooring** Anti Skid Ceramic Tiles (Kajaria/Johnson or equivalent).
- **Wall dado** Ceramic Tiles up to door Lintel height.
- **Ceiling** Wall putty/POP
- **Door** Sal wood frame with **flush door** with SS hardware fitting.
- **Sanitaryware** Parryware/Hindware/Essco or equivalent brand.
- **Windows** Aluminium framed
- **CP Fittings** Essco/Hindware or equivalent brand.

### **Shop**

- **Wall** Wall Putty/POP



- **Ceiling** Wall Putty/POP
- **Door** Flush door with wooden Sal wood frames.
- **Windows** Powder coated anodized aluminium frame with sliding mechanism.
- **Electrical** Branded make switches with Copper Wiring.

### **Security room**

- **Flooring** Vitrified Tiles.
- **Wall** Wall Putty/POP
- **Ceiling** Wall Putty/POP
- **Door** Flush door with Sal wood frames.
- **Windows** Powder coated anodized aluminium frame with sliding mechanism.
- **Electrical** Branded make switches with Copper Wiring.

### **Lobby & Staircase:**

- **Lobby** : Vitrified tile flooring
- **Staircase** : Kota stone/marble/tile flooring
- **Door** : Flush door with wooden Sal wood frames.
- **Windows** Powder coated anodized aluminium frame with sliding mechanism.

### **Structure:**

- R.C.C. frame structure
- External Finish: Blending of water proof acrylic base paint/weather proof paint
- External wall : Autoclaved Aerated Concrete blocks.
- Internal walls : Autoclaved Aerated Concrete blocks.
- Staircase railing made of MS paint finish.

**Services:**

- **Water Supply & Plumbing:**
  - Underground tank for domestic use.
  - Overhead tank.
  
- **Electrical & Networking Systems:**
  - Copper wire & Modular Switches- Branded or equivalent
  
- **Air conditioning:**
  - Provision of Hi-wall split outdoor unit platforms and AC points in bedrooms.
  
- **Elevators:**
  - 8 Passenger elevator - OTIS/ Kone or equivalent make.

**Other Services:**

- Provision for TV cabling/ networking/ intercom.
- CCTV Surveillance.

**The “Schedule - E” Above referred to**  
**(COMMON AREAS, AMENITIES & FACILITIES)**

**A. I) Areas**

- a) Open and/or covered paths and passages (and not any other vacant land).
- b) Lift & Stair Lobbies and staircases.
- c) The Open Roof and/or Terrace on the Top floor of the New Building/s.
- d) Stair head Room.
- e) Lift Machine Room and Lift Well.
- f) Boundary walls and main gates of the project.
- g) Common Toilet on the ground floor.
- h) Durwan/Guard/Caretaker’s Room.
- i) Electrical Meter Room.

**II) Water, Drainage and Plumbing:**

- a) UGR/OHT.
- b) All pipes and fittings for water supply.
- c) Deep Tube well.
- d) Water Softener device.
- e) All the pipes and fittings provided for sewage and drainage line including connection to the Bidhannagar Municipal Corporation main drain.

**III) Fire Extinguisher** only to be installed at designated places of the project.

**IV) Electrical Installations:**

- a) Wiring and Accessories for lighting of common areas.
- b) Electrical installations relating to meter for receiving electricity from CESC Ltd./WBSEDCL as the case be.
- c) Pump and Motor.
- d) Lift with all its installation.
- e) Diesel Generator set with its installations, backup power to each unit.

f) Intercom/CCTV.

**V)** Drains, Sewers and pipes.

**VI)** Drainage connection with Bidhannagar Municipal Corporation main drain.

**VII) Others:**

Other common area and installations and/or equipment as may be provided in the project, which are not included in the above said schedule for common use and enjoyment.

**B. Amenities & Features**

1) Elevator.

2) Installation of Fire Extinguishers as per norms at the designated places of the project.

3) Power Backup (Diesel Generator)

4) CCTV.

5) Water Softener device.

6) Guard Room and Toilet on the ground floor.

**The "Schedule - F" above referred to**  
**(DEVOLUTION/FLOW OF TITLE)**

- 1) **Whereas** one Haripada Mondal since deceased son of Late Khelaram Mondal @ Padmanava Mondal became seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land "Bastu" by classification admeasuring an area of 17.3342 decimal comprised in RS & LR Plot Dag No. 920(P) which is equivalent to 10.5 Cuttah under LR Khatian Nos. 24 & 102 lying and situated at Mouza - Thakdari, JL 19, Touzi No. 172 appurtaining to present Police Station - Bidhannagar Electronic Complex (formerly Bidhannagar East prior thereto Rajarhat) within the local limits of Bidhannagar Municipal Corporation under Ward No. 28 and within the jurisdiction of Additional District Sub Registrar - Rajarhat at Newtown, District - North 24 Parganas, morefully and particularly dealt in under First Schedule hereinbefore.
  
- 2) **And whereas** while seized possessing and enjoying the aforesaid land the said Haripada Mondal died intestate on 05.04.1997 leaving behind him surviving his widow Smt. Basana Mondal, since deceased, his three sons namely Sri Pradip Mandal, Sri Tarun Mondal and Sri Subhas Mondal and six daughters namely Smt. Fulmani Kayal, w/o. Sri Ramesh Kayal, Smt. Rina Sardar w/o Sri Bhaskar Sardar, Smt. Rasmani Kayal w/o. Sri Dharma Das Kayal, Smt. Mina Mondal w/o. Sri Sushil Mondal, Smt. Sudha Patra w/o. Sri Bimal Patra and Smt. Subala Sardar w/o. Jiten Sardar as his sole legal heirs, heiresses, successors, and representatives to succeed and inherit all the estates and properties left by the

said Haripada Mondal since deceased in accordance with the provisions of Hindu Succession Act, 1956 and Dayabhaga School of Hindu Law through which the said Haripada Mondal since deceased was governed during his life time, who all inherited the aforesaid land in undivided 1/9<sup>th</sup> share each.

- 3) **And whereas** pertinent to mention that Smt. Basana Mondal w/o. the said Late Haripada Mondal died intestate on 16.01.2008 and her undivided share in the aforesaid property vested among her sons and daughters as abovenamed.
- 4) **And whereas** the legal heirs as abovenamed of the said Late Haripada Mondal thus become collectively seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land "Bastu" by classification, admeasuring an area of 17.3342 decimal which is equivalent to 10.5 Cuttah be the same a little more or less lying and situated at Mouza- Thakdari, JL No. 19, Touzi 172 appertaining to RS & LR Plot Dag No. 920(P) within the local limits of Bidhannagar Municipal Corporation under Ward No. 28 and within the jurisdiction of Additional District Sub Registrar - Rajarhat at Newtown, District - North 24 Parganas.
- 5) **And whereas** the said Sri Pradip Mandal & eight others as abovenamed duly mutated their names in respect of the aforesaid "Bastu" land in the records of BL & LRO Rajarhat during the course of LR Settlement Zarip vide LR Khatian nos. 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022 and 1023 and are paying khajna/govt. levies thereof as the recorded rayats and are enjoying the aforesaid property without any interference from any corner whatsoever.

- 6) **And whereas** by virtue of a Development Agreement cum Development Power of Attorney dated 21.09.2023 the said Pradip Mandal & eight others as abovenamed collectively the Landowners/Appointers therein of the One Part duly deputed one **RMN Constructions Pvt. Ltd.** as the Developer/ Attorney of the Other Part and thus the Landowners have duly transferred the development right to the Developer herein under certain terms and conditions interalia and the said Development Agreement cum Development Power of Attorney was registered before Additional Registrar of Assurances – IV, Kolkata copied in Book No. I, Volume No. 1904-2023, Pages from 799958 to 800024 being Deed No. 190413939 for the year 2023.
- 7) **And whereas** by virtue of the aforesaid registered Development Agreement cum Power of Attorney the Developer acquired the right of development of the aforesaid of land with right to enter into Agreement for Sale as well as to execute Deed of Conveyance w.r.t. Developers' Allocation against such development arrangement.
- 8) **And whereas** the Developer herein after getting such development right from the Landowners duly prepared a Building Plan and submitted the same before Bidhannagar Municipal Corporation being the competent authority and duly got sanction of the same i.e. one ground plus four storied residential building of which the ground floor is having the provisions for car parking spaces and one shop room and from first floor to fourth floor there are provisions of four residential flats/units/apartments in each floor being Sanctioned

Building Permit No. SWS-OBPAS/2109/2023/1337 dated 09.01.2024. (the Sanctioned Building Plan)

- 9) **And whereas** Developer herein duly applied for registration of such project under Real Estate Regulation and Development Act, 2016 and duly obtained registration of the same vide Registration No. ....
- 10) **And whereas** after sanction of the building plan there was necessity of execution of a Supplementary Development Agreement by and between the Landowners and the Developer for fixing their respective allocations as neither the Landowners nor the Developer face any hindrance to take bookings from the respective interested Allottee(s) out of their respective Allocations. Apropos to the above a Supplementary Development Agreement was entered into by and between the Parties by dint of which their respective Allocations got demarcated and finalized. Such Supplementary Development Agreement/Amicable Allocation Fixation Agreement was executed on ..... day of ..... 2024 under certain terms and conditions interalia which was duly notarized.
- 11) **And whereas** the Developer duly announced to take bookings from the interested Allottee/s and knowing the very intention the Allottee(s) has/have shown his/her/their interest in booking one residential apartment/flat in the said project and to avoid all future ambiguity and/or any dispute and/or difference such Agreement for Sale is being executed by and between the Parties.



**The "Schedule - G" above referred to**  
**(DISCLOSURES & ACKNOWLEDGEMENTS)**

1. All payments shall be made by the Allottee(s) against proper receipts by the Developer/Promoter and the Allottee(s) shall not be entitled to claim nor to set up any other evidence regarding the payment.
2. TDS: If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the Developer/Promoter and the same shall be deposited by the Allottee(s) to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Developer/Promoter within 30 (thirty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee(s) under this Agreement and the amount thereof shall be treated as outstanding.
3. The Developer/Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee(s). The Developer/Promoter and the Landowners shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee(s) shall have no concern therewith. Further the Developer/Promoter has also been empowered and authorized under the Development Agreement to receive the entire Extras and Deposits from the Allottee(s).

4. The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in **Schedule "D"** and **Schedule "E"** and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Developer/Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottee(s) who need the same and apply for the same with preference being given by the Developer/Promoter to those Allottee(s) who do not otherwise have parking space in the Project. The Allottee(s) agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Developer/Promoter in respect of the Open Parking Areas to any other Allottee(s) nor to disturb the use of the allotted parking space by the concerned Allottee(s).
  
5. The Developer/Promoter duly explain and Allottee(s) understand and agrees that as per law the extra F.A.R. is permissible apart from areas mentioned in sanctioned plan and the Allottee(s) hereby grant consent and appoint the Developer/Promoter as his/her/its authorized Attorney to grant and sign all the papers and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available FA.R. or comply with Green Building or other norms and authorized the promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Car Parking Space and amenities provided however, the carpet area of that Said Unit allotted to the Allottee(s) will remain unchanged.
  
6. The Allottee(s) acknowledges and confirms that the Developer/Promoter shall have the exclusive rights and

benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project provided that the Developer/Promoter shall make any such additional construction upon obtaining approval of plans by Bidhannagar Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.

7. Upon construction of the buildings the Developer/Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas.
8. The payment of all Other Charges and Deposits shall be made by the Allottee(s) to the Developer/Promoter before taking possession of the Said unit and within 30 days of receiving intimation for possession from the Developer/Promoter.
9. Fittings & Fixtures: Except those provided by the Developer/Promoter, all fit outs to be put-up erected and installed at or inside the Said Unit including the interior decoration shall be done and completed by the Allottee(s) at its own costs and expenses. In doing and carrying out the said fit out works, the Allottee(s) shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with and without causing any disturbance or annoyance to the other Co-owners. The Allottees shall ensure that there shall be no stucking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the fit out works. The Allottee(s) hereby unequivocally and categorically undertakes

not drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Said Unit.

10.The Allottee(s) shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Developer/Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Said Unit and/or the Common Areas).

11.The Allottee(s) shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

12.The rights of the Allottee(s) in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.

13.Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

14.In case of any amount (including maintenance charges) being due and payable by the Allottee(s) to the Developer/Promoter and/or the Maintenance In Charge, the Allottee(s) shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues

Certificate is obtained from the Developer/Promoter and/or the Maintenance In-Charge, as applicable.

15. The Developer/Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said Premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee(s) under this Agreement) in such manner as the Developer/Promoter shall in its absolute discretion think fit and proper.
16. The Developer/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee(s) and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee(s) hereby agrees.
17. Save the said unit the Allottee(s) shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Premises and the Developer/Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Developer/Promoter in its absolute discretion shall think fit and proper and the Allottee(s) hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and

spaces belonging to the Developer/Promoter and/or the Landowners exclusively.

The Developer/Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining/contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/contiguous property.

18.The ownership and enjoyment of the Said Unit by the Allottee(s) shall be Subject to the observance, fulfillment and performance of the terms and conditions of the Agreement as also the **House Rules** as stipulated in **Schedule "H"** hereinafter.

19.The Allottee(s) shall have no connection whatsoever with the Allottee(s)/ buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee(s) and the other Allottee(s) (either express or implied) and the Allottee(s) shall be responsible to the Developer/Promoter for fulfillment of the Allottee's obligations and the Developer's/Promoter's rights shall in no way be affected or prejudiced thereby.

20.The properties and rights hereby agreed to be sold to the Allottee(s) is and shall be one lot and shall not be partitioned

or dismembered in part or parts in any manner save with the consent of the Developer/Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee(s) shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

21. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations are required and to be transferred to the Association etc., then the Developer/Promoter and/or the Landowners, as per their respective entitlements, shall be entitled to do so and the Allottee(s) shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottee(s) (including the Allottee(s) herein) proportionately and the Developer/Promoter and/or the Landowners shall not be liable therefor in any manner and the Allottee(s) and the other Allottee(s) shall keep the Developer/Promoter and the Landowners fully indemnified with regard thereto.

22. The Allottee(s) shall be and remain responsible for and indemnify the Landowners and the Developer/Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee(s) and shall also indemnify the Landowners and the Developer/Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the

Landowners and the Developer/Promoter as a result of any act omission or negligence of the Allottee(s) or the servants agents licensees or invitees of the Allottee(s) and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee(s).

23. In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and up kept by and at the costs and expenses of the Allottee(s) thereof.

24. The Allottee(s) may only after payment of entire dues of this agreement and that too upon taking prior written consent of the Developer/Promoter and against payment of the sum 100% hereunder or at which the Said Unit is purchased by the nominee, whichever be higher, in advance to the Developer/Promoter, get the name of his nominee substituted in his place and stead in the records of the Developer/Promoter as the Buyer of the Said Unit subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee(s) and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee(s) or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @ 1% mentioned in this clause in respect of the Said Unit paid to the



Developer/Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee(s) shall be payable by the Allottee(s) or its transferee but the Landowners or the Developer/Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Developer/Promoter or to which the Landowners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee(s) in advance to the Landowners and/or the Developer/Promoter and the Developer/Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee(s) shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Said Unit at any time until all the amounts, charges, outgoings and dues payable by the Allottee(s) to the Developer/Promoter in respect of the Said Unit are fully paid up and No Dues Certificate is obtained by the Allottee(s) from the Developer/Promoter. It is clarified that any change in the control or ownership of the Allottee(s) (if being a Company or a partnership or an LLP) shall come within the purview of such nomination/assignment/transfer and be subject to the above conditions.

**25. AREA CALCULATION:**

Carpet Area of Said Unit: The carpet area for the Said Unit or any other Apartment shall mean the net usable floor area, with area of cupboard of such Said Unit excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the apartment.

**Balcony Area:** The net useable area of the exclusive covered balcony/ies (if any) attached to the Said Unit.

**Open Terrace Area:** The net useable area of the exclusive open space attached to the Said Unit if granted to the Allottee(s).

**Built-up Area:** The built-up area for the Said Unit or any other apartment shall mean the Carpet Area of such Said Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Said Unit /Balcony and any other apartment /Balcony and the area covered by all other external walls, column, pillars of the such Unit/Balcony and also include 50% of the Plinth area of the attached terrace (if any) (including the area under the parapet walls, ducts, pillars, column, etc).

**Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Said Unit is undivided ..... Square feet more or less.

**Maintenance Chargeable Area:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee(s), the area shall be the sum total of the Carpet area, Balcony area and Proportionate Common Area which is .....Square feet more or less.

26. In case the Allottee(s), with the prior written consent of the Developer/Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this Agreement and the entire obligation or liability in respect of the same shall be that of the Allottee(s) alone.

27.The Developer/Promoter shall at all times also be entitled to put or allow anyone to put the name of the Building Complex and/or the name, design and/or logo of the Developer/Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Complex by way of neon-sign, hoardings, advertisement, publicity materials, digital boards, signage's, sign boards etc., and on such terms and conditions as the Developer/Promoter in its absolute discretion may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Developer/Promoter and the Allottee(s) or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.

28.Unless changed by the Developer/Promoter, ..... shall be the Architect for the Project.

29.The Project shall bear "**KRIHOM**" or such other name as be decided by the Developer/Promoter from time to time. The name of the Project cannot be changed unless permitted by the Developer/Promoter in writing and it shall not be necessary for the Developer/Promoter to grant any such permission.

**The "Schedule - H" above referred to**  
**(HOUSE RULES)**

Allottees binds himself/herself/themselves and covenants to abide by the following rules, regulations and restrictions:

1. To use the Said Unit only for the private dwelling and residence in a decent and respectable manner and for no

other purposes whatsoever without the consent in writing of the Developer/Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Unit or any activity which may cause nuisance or annoyance to the co-owners.

2. That unless the right of parking is expressly granted, the Allottee(s) shall not park any motor car, two wheeler or any other vehicle at any place in the said Land including at the open spaces at the said Land nor claim any right to park in any manner whatsoever or howsoever.
3. In case the Allottee(s) has applied for and granted parking space, the facility of such parking shall be subject to the following conditions.
  - i) The Allottee(s) shall pay the Parking Facility Maintenance Charges punctually and without any delay default.
  - ii) The Allottee(s) shall not park any motor car, two-wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.
  - iii) The Allottee(s) shall use the Parking Facility, only for the purposes of parking of his medium sized motor car that could comfortably fit in the allotted parking spaces and/or two-wheeler as the case may be.

- iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep or servants, drivers or any person whatsoever.
  - v) The Allottee(s) shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - vi) The Allottee(s) shall not grant transfer let out or part with the Parking Facility independent of the Said Unit nor vice versa, with the only exception being that the Allottee(s) may transfer the Parking Facility independent of the other to any other co-owner of the Project and none else.
  - vii) The terms and conditions on the user of the Parking facility as mentioned above or elsewhere stipulated in this Agreement shall all be covenants running with the Parking Facility.
  - viii) Any use of the Mechanical Parking Systems by the Allottee(s) co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Developer/Promoter and the Maintenance in Charge shall not be responsible or liable in any manner for any defect deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
4. The use of the Common Areas including but not limited to the recreation facility shall be done by the Allottee(s) using

due care and caution and the role of the Developer/Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and appoint agencies for maintenance of the same. The Allottee(s) shall not hold the Landowners or the Developer/Promoter liable in any manner for any accident or damage while enjoying the Common Areas including say recreation other facilities by the Allottee(s) or his family members or any other persons. In doing and carrying out the said fit out works, the Allottee(s) shall be obliged to adhere to the following:

5. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
6. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
7. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Said Unit PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee(s) to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee(s) shall open out any additional window or any other apparatus protruding outside the exterior of the Said Unit

save that the Allottee(s) shall have the right to install window/split air-conditioners at the place/s provided therefor in the said Apartment.

8. To apply for and obtain at his/her/their own costs separate assessment and mutation of the Said Unit in the records of appropriate authority within 06 (six) months from the date of handing over possession.
9. Not to partition or sub-divide the Said Unit nor to commit or permit to be committed any form of alteration or changes in the Said Unit or in the beams, columns, pillars of the Said Buildings passing through the Said Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
10. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Developer/Promoter or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Developer/Promoter or the Association may affect the elevation in respect of the exterior walls of the buildings.

11. In case any Open Terrace be attached to any Said Unit then the same shall be a right appurtenant to such Said Unit and the right of use and enjoyment thereof shall always travel with such Said Unit and the following rules terms conditions and covenants shall be applicable on the Allottee(s) thereof in relation thereto.

- i) The Allottee(s) thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Said Unit owned by such Allottee(s) in the said buildings).
- ii) The Allottee(s) thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shamianas, etc.
- iii) The Allottee(s) thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
- iv) Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

12. Not to use the ultimate roof of the Buildings or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other co-owners.



13. Not to install or keep or operate any generator in the Said Unit or in the balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Said Unit is situated or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the said Apartment.
14. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
15. To keep their respective units and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Said Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the co-owners shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
16. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee(s) or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.

17.No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

18.To allow the Maintenance In Charge and its authorized representatives with or without workmen to enter into and upon the Said Unit at all reasonable times for construction and completion of the Said Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Said Unit within seven days of giving of a notice in writing by the Maintenance In-Charge to the Allottee(s) there about.

19.To use the Common Areas only to the extent required for ingress to and egress from the Said Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Landowners and the Developer/Promoter and all other persons entitled thereto.

20.To install fire extinguisher equipments as required under law and shall keep the Said Unit free from all hazards relating to fire.

21.To keep the Said Unit and walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and conditions so as to support shelter and protect the other units/parts of the Said Buildings and not to do or cause to be done anything in or around the

Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Apartment.

22. 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 unit or any part of the Said Building or may cause any increase in the premium payable in respect thereof.

23. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Said Unit and any other Unit in or portion of the Project.

24. To co-operate with the Maintenance In-Charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.

25. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not to deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waster therein or in the Common Areas and the said Land.

26. To maintain at his/her/their own costs, the Said Unit and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms,

conditions, rules and regulations and restrictions of the Government, Bidhannagar Municipal Corporation, WBSEDCL, Fire Service Authorities, Pollution Control Authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Said Unit as well as the user operation and maintenance of lifts, generators tube well, water, electricity, drainage, sewerage and other Installations and amenities at the Project.

27. Not to alter the outer elevation or façade or color scheme of the Said Buildings (including grills, verandahs, lounges, external doors and windows etc, or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Developer/Promoter as aforesaid nor decorate nor affix any neon sign, sign board or other things on the exterior of the Said Building otherwise than in the manner agreed by the Maintenance In-Charge in writing or in the manner as near as may be in which it was previously decorated.

28. Not to install grills the design of which have not been suggested or approved by the Developer/Promoter or the Architects. It may be installed by Developer/Promoter at the cost of the Purchaser/s/Allottees.

29. Not to slaughter or kill any animal in any area ( including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.

30. Not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc, nor cover the same in any manner, including Shamianas, etc.

31. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna on any space not demarcated by the Developer/Promoter.

32. Not to use the Said Unit or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co- owners.

33. To allow and permit the Developer/Promoter the following rights and authorities :-

- i) The Developer/Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Developer/Promoter in their sole discretion, may think fit and proper) with the Landowners, suppliers and providers of facilities including but not limited to setting upon telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the co-owners (but with possibility of outsiders being also provided services there from by the Landowners/suppliers/service provider) against applicable charges and terms and conditions there for. The Developer/Promoter shall be entitled to put

up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings of any other part of the Project. If any consideration, rent, hiring, charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges, and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize rate the Common Expenses to that extent.

34. The Allottee(s) binds himself/herself/themselves and covenants to bear and pay and discharge the following expenses and outgoings:

- i) Property tax and/or Municipal rates and taxes and water tax, (if any), assessed on or in respect of the Said Unit and Appurtenances directly to the Bidhannagar Municipal Corporation and any other appropriate authority. Provided That so long as the Said Unit is not assessed separately for the purpose of such rates and taxes, the Allottee(s) shall pay to the Maintenance In Charge the proportionate share of all such rates and taxes assessed on the said Land.
- ii) All other taxes land revenues, impositions, levies, cess and outgoings, betterment fees development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the

Said Unit or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Allottee(s) or the Maintenance In Charge and the same shall be paid by the Allottee(s) wholly in case the same relates to the Said Unit and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.

- iii) Electricity charges for electricity consumed in or relating to the Said Unit and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss) and until a separate electric meters are obtained by the co-owners for their respective units, the Developer/Promoter and/or the Maintenance In Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the co-owners shall pay electricity charges to the Maintenance In Charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-Charge shall be liable to pay the same to the concerned service provider.
- iv) Charges for water, and other utilities consumed by the Allottee(s) and attributable or relatable to the Said Unit and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Said Unit and/or the

Appurtenances, wholly and in common with the other co-owners proportionately to the Maintenance In Charge or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses to the Maintenance In Charge from time to time a particular and without prejudice to the generality of the foregoing, the Allottee(s) shall pay to the Maintenance in Charge, recurring monthly maintenance charges calculated @ Rs. 2/ (Rupees Two) only per Square feet per month of the Maintenance Chargeable Area (as mentioned in Clause 25 of Schedule G mentioned hereinabove) of the Said Unit and balcony/verandah/ open terrace. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-Charge at its sole and absolute discretion after taking into consideration the common services provided.
- vi) Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to 1 (one) watt per Square Feet of built up area of the respective units from the common Generator installed/ to be installed and the same shall be payable to the Maintenance In Charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMCs etc.); And also charges for using enjoying and/or availing any other utility or facility,



if exclusively in or for their respective units, wholly and if in common with the other co-owners, proportionately to the Developer/Promoter the appropriate authorities as the case may be.

- vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee(s) in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

All payments to be made by the Allottee(s) shall, in case the same be monthly payments, be made to the Maintenance In Charge within the 7 day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In Charge leaving its bill for the same at the above address of the Allottee(s) or in the letter box earmarked for the Said Unit Provided That any amount payable by the Allottee(s) directly to any authority shall always be paid by the Allottees within the stipulated due date in respect thereof and the Allottee(s) shall bear and pay the same accordingly and without any delay, demur or default.

The liability of the Allottee(s) to pay the aforesaid outgoings and Impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee(s) to take possession.

In the event of the Allottee(s) failing and/or neglecting or refusing to make payment or deposits

of the maintenance charges or any other amounts payable by the Allottee(s) under these presents and/or in observing and performing the House Rule then without prejudice to the other remedies available against the Allottee(s) hereunder, the Allottee(s) shall be liable to pay to the Maintenance In Charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-Charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Allottee(s) and his employees customers agents tenants or licensors and/or the Said Apartment.

The Allottee[s] shall be and remain responsible for and to indemnify the Landowners, the Developer/Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee(s) and shall also indemnify the Landowners and the Developer/Promoter against all actions claims proceedings costs, expenses and demands made against or suffered by the Landowners and/or the Developer/Promoter as a result of any act omission or negligence of the Allottee(s) or the servants agents licensees or invitees of the Allottee(s) and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee(s)

The amount mentioned in clause 35(v) above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the Allottee(s) shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In Charge from time to time. Furthermore, such payment shall be made by the Allottee(s) irrespective of whether or not the Allottee(s) uses or is entitled to or is above to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for nonpayment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee(s).

..... **In Witness**

**In witness whereof** the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Signed Sealed and Delivered by  
the above named  
**Developer/Promoter** and  
**Allottees** at Kolkata in the  
presence of :

1.

2.

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**Signature of the Developer/Promoter**

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**Signature of the Allottees**

This **Agreement for Sale** is drafted and prepared at our office based on the documents supplied to us :-

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**For Subir Kumar Seal & Associates**

Advocates

High Court Calcutta

Enrolment No. W.B.-F 588/487-'94

P-106, Bangur Avenue, Block-C,

Ground Floor, Manish Apartment,

Police Station - Lake Town,

Kolkata - 700 055.

Phone : 033-4601-3304.

Mobile : 91-98312-76735.

91-98304-76735.

E-mail [-seal.associates@gmail.com](mailto:-seal.associates@gmail.com)

**Received** on and from the within named **Allottees** by the within named **Developer/Promoter** the within mentioned sum of **Rs.**

...../- (**Rupees** .....) **only**  
as and by way of earnest money against booking Part - II Schedule 'A'  
property as per Memorandum of Consideration below :-

**Memo of Consideration**

<b><u>Sl.No.</u></b>	<b><u>Date</u></b>	<b><u>ChequeNo.</u></b>	<b><u>Bank</u></b>	<b><u>Branch</u></b>	<b><u>Amount(Rs.)</u></b>
1.					
2.					
3.					

**Total:                     0.00**

(Rupees ..... ) only.

**Witnesses :**

1.

2.

**Signature of the Developer/Promoter**