

ANNEXURE A  
[ See Rule 9]

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (**“Agreement”**) executed on this \_\_\_\_\_ day of  
.....,2024 (Two Thousand and Twenty four).

**BY AND BETWEEN**

**(1) KIC RESOURCES LIMITED** (PAN- AABCK1521G), a company incorporated under the provisions of Companies Act, 1956 having its registered office at 35/1A, Garcha Road Kolkata- 700019 **(2) JVS EXPORTS PRIVATE LIMITED** (PAN- AAACJ7713N), a company incorporated under the provisions of Companies Act, 1956 having its registered office at 54/1A, Hazra Road, Kolkata – 700 019 **AND (3)S. C. SONS PRIVATE LIMITED** (PAN-AAECS4502J), a company incorporated under the provisions of Companies Act, 1956 having its registered office at 1/3, Love Lock Street, Kolkata- 700019, all three Companies are represented by its Director **MR. VIVEK KUNDALIA** (PAN : AKFPK7573H, Aadhaar no.2969 4304 7921) son of Sri Pradeep Kundalia, citizen of India, by faith Hindu and by occupation Business and residing at 1/3, Lovelock Street, P. S. Ballygunge, Kolkata 700019 hereinafter collectively referred to as the “**VENDORS**”(which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and/or assigns) of the **FIRST PART**;

AND

**KIC RESOURCES LIMITED** (PAN- AABCK1521G), a company incorporated under the provisions of Companies Act, 1956 having its registered office at 35/1A, Garcha Road Kolkata- 700019 which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and/or assigns) of the **SECONDPART**;

AND

..... (PAN :..... )  
 (AADHAAR No. .... )  
 .....herein after referred to as “the **ALLOTTEE/S**” of the **THIRD PART**:

The Vendors, the Promoter and the Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “**Party**”.

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

- (a) "Act" means Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- (b) "Rules" shall mean the Real Estate Regulation Act, 2016
- (c) "Regulations" shall mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- (d) "Section" means a section of the Act;

- (e) “Adjudicating officer” means the adjudicating officer appointed under sub-section(1) of section 71.
- (f) “Appellate Tribunal” means the Real Estate Appellate Tribunal established under section 43.
- (g) “Appropriate Government” means the State Government.
- (h) “Authority” means the Real Estate Regulatory Authority established under sub-section (1) of section 20.
- (i) “Chairperson” means the Chairperson of the Real Estate Regulatory Authority appointed under section 21.
- (j) “Competent authority” means local authority or any authority created or established under any law for the time being in force b the appropriate Governmentwhich exercises authority over land under its jurisdiction and has powers to give permission for development of such immovable property.
- (k) “Completion Certificate” means the completion certificate or such other certificate by whatever name called, issued by the competent authority certifying that the Real Estate Project has been developed according to the sanction plan, layout plan and Specifications, as approved by the competent authority under the local laws.
- (l) “ASSOCIATION” – shall mean an Association of Allottees in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.
- (m) “NEW BUILDING” - shall mean the new building constructed at the said Premises for the time being, the Project being named “AKSHARAM” containing several independent and self contained residential apartments, parking spaces and other constructed areas.
- (n) “BUILT UP AREA” – shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments and the common facilities like lift lobbies, stairs, corridors and soon plus the open terrace, balcony area or verandah, if any.
- (o) BOOKING AMOUNT- shall mean 10% of the Sale Price/ Consideration of Apartment which includes the Application Money;
- (p) CARPET AREA- shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

For the purpose of this clause, the expression ‘exclusive balcony or verandah area’ means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottees, and ‘exclusive open terrace area’ means the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the allottee/s.

- (q) **COMMON AREAS-** shall mean and include the areas, as mentioned in Part IV Schedule A hereunder written.
- (r) **COMMON FACILITIES AND AMENITIES:** shall mean and include the areas, facilities and amenities as mentioned in Part V of the Schedule A hereunder.
- (s) **COMMON MAINTENANCE EXPENSES** – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottees as mentioned in the Part VI of Schedule A hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottees.
- (t) **COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.
- (u) **PLAN** - shall mean the plans sanctioned by Kolkata Municipal Corporation bearing Building permit no. 2023070070 dated 30.06.2023 consisting of Ground plus Fourteen storied independent residential apartments and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof known as “AKSHARAM” and wherever the context so permits or intends shall include any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.
- (v) **PROJECT** – shall mean the residential building complex to be known as “AKSHARAM”, Ground plus Fourteen storied building with a further provision of additional floors subject to approval of the two third majority of the allottees and competent authority as per the applicable statute, consisting of self contained independent apartments and the car parking spaces whether open or covered within the Project and the Common Areas, Common Facilities and Amenities to be constructed by the Promoter in terms of the Plan on the said Premises or on the part thereof together with all easement rights and appurtenances belonging thereto.

- (w) **UTILITY ROOM** - shall mean the room on the floor of the Apartment or in the ground floor level wherever agreed to be sold along with the Apartment.
- (x) **SAID PREMISES** – shall mean All That the piece and parcel of land containing an area of 40 Katha 01 Chattak equivalent to 2680.76 Sq. Mtr. (as per Deeds 43 Katha 02 Chattak equivalent to 2676.361 Sq.Mtr. less strip of land gifted to KMC 3 Katha 01 Chattak equivalent to 208.25 Sq.Mtr.) be the same a little more or less lying and situated at municipal Premises No. 2, Robinson Street,P.S. Shakespeare Sarani, Kolkata Municipal Ward No:- 069, Kolkata-700017, under the Kolkata Municipal Corporation more fully and particularly mentioned and described in the Part I of the Schedule A hereunder written.
- (y) **SAID SHARE** – shall mean pro rata undivided indivisible impartible share in the said land comprised in the Premises attributable to the apartment agreed to be purchased hereunder by the Allottees.
- (z) **SAID APARTMENT** – shall mean ALL THAT the Apartment No. .... containing a carpet area of ..... sq. ft. and exclusive balcony area..... sq.fts. Open terrace area ..... sq. fts. Utility room area 0..... sq. fts. be the same a little more or less on the ..... Floor of the new building of the Project known as “AKSHARAM” more fully and particularly described in Part-II of the Schedule A hereunder written Together With right to park ..... Car in the Car Parking Space on the Ground Floor more fully and particularly described in the Part- II A of the Schedule- A hereunder written and Together With the undivided proportionate impartible part or share in the land comprised in the said Premises more fully and particularly described in the Part-I of the Schedule A hereunder written, attributable to the said apartment and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in Part-IV and Part-V of the Schedule A hereunder written to be used in common with the other Allottees.
- (a1) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.
- (b1) **SPECIFICATION** – shall mean the specification for the said Apartment as mentioned in the Part-III of the Schedule-A hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.
- (c1) **“PROMOTER”** shall mean M/S. KIC RESOURCES LTD., being one of the Vendors of the said property duly appointed by remaining two Vendors of the said premises namely M/S. JVS EXPORTS PVT. LTD. AND M/S. S.C. SONS PVT. LTD. By way of their Board Resolution dated ..... and respectively.

**WHEREAS:****A. Background**

- i) That one Kulsum Bai widow of Osman Jamal was seized and possessed of or otherwise well and sufficiently entitled as and for an absolute and indefeasible estate of inheritance in fee simple and in possession or an estate equivalent thereto free from all encumbrances, charges, attachments and liens whatsoever to All That brick- built messuage or dwelling house together with piece or parcel of revenue redeemed land thereunto belonging and on part whereof the same is erected and built containing by estimation 1 Bigha 3 Cottahs and 6 Chittacks more or less situate lying at and being Premises now known as 3 (formerly 1/2) Robinson Street within the Municipal limits of the town of Kolkata.
- ii) That said Kulsum Bai by an Indenture dated 20<sup>th</sup> May 1947 sold transferred and conveyed the said property being Premises No. 3, Robinson Street, Kolkata to one Gadadhar De son of Late Kali Pada De for a valuable consideration and the said Indenture was duly registered with the Registrar of Calcutta in Book No. I, Volume No. 36, Pages 195 to 199, Being No. 1729 for the year 1947.
- iii) That said Gadadhar De by an Indenture of Mortgage dated 20<sup>th</sup> May 1947 mortgaged his several properties including the said property No. 1 to Smt. Sarashi Bala Debi of 34, Ballygunge Circular Road within the Municipal limits of the town of Calcutta in the town of Calcutta against an advance and the said Indenture of Mortgage was duly registered with the Sub-Registrar of Calcutta in Book No. I, Volume No. 50, Pages 248 to 259, Being No. 1767 for the year 1947.
- iv) That said Gadadhar De by another Indenture of Mortgage dated 17<sup>th</sup> September 1947 mortgaged several properties including the said property No. 1 subject to the Indenture of Mortgage dated 20<sup>th</sup> May 1947 and the said Indenture of Mortgage was registered with the Sub-Registrar of Calcutta in Book No. I, Volume No. 97, Pages 151-169, Being No. 3169 for the year 1947.
- v) That said Smt. Sarashi Bala Debi by an Indenture dated 2<sup>nd</sup> day of April 1954 retransferred reconveyed and reassigned unto said Gadadhar De All Those mortgaged properties including the said property 3, Robinson Street, Kolkata and the said Indenture was duly registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 58, Pages 89 to 94, Being No. 1786 for the year 1954.
- vi) That by an Indenture of Mortgage dated 11<sup>th</sup> March 1959 and made between said Gadadhar De as Mortgagor of the One Part and Jyotsna Kumar Mitter as Mortgagee of the Other Part and registered at the office of the Sub Registrar of Assurances at Calcutta in Book No. I, Volume No. 133, Pages 22 to 30, Being No. 5078 for the year 1959 for and in consideration of advance made by the Mortgagee to the Mortgagor, said Gadadhar De granted conveyed to the Mortgagee the said property subject to the provision therein contained.
- vii) That said Gadadhar De by an Indenture dated 22<sup>nd</sup> June 1959 duly registered before the Sub-Registrar of Assurance, Calcutta in Book No. I, Volume No. 50, Pages 231 to 235, Being No. 2790 for the year 1959 created a Trust and granted transferred and conveyed the said property No. 1 in favour of his wife Smt. Santi De as sole trustee subject to the Trust and uses therein mentioned .
- viii) The said Trust Deed inter alia provided that during the lifetime of the trustee, the trust property and the benefits arising therefrom were to be enjoyed by the Settlor's two sons, subject to the other terms and conditions as laid down in the said Deed of Trust. The said Trust Deed further provided that after the

- death of said Smt.Santi De, the trustee, the trust would come to an end and the trust property would devolve upon Sri Aurobindo De and Sri Arun Kumar De the sons of the said Settlor Gadadhar De and/or any other sons and daughters that may thereafter be born absolutely in equal shares.
- ix) That said Jyotsna Kumar Mitter by an Indenture dated 21<sup>st</sup> September 1962 retransferred reconveyed and reassigned All That the said property No.1 unto and in favour of said Smt. Santi De and the said Indenture was duly registered with the Sub Registrar of Assurances, Calcutta in Book No. I, Volume No. 150, Pages 164 to 167, Being No. 5136 for the year 1962.
  - x) The trust created by said Gadadhar De came to an end with the death of the trustee, Smt. Santi De on 17.05.2014 and in terms of the said Deed of Trust, the said property devolved upon said two sons namely Sri Aurobindo De and Sri Arun Kumar De as said Gadadhar De had no other son and/or daughter during his lifetime.
  - xi) Thus said Sri Aurobindo De and Arun Kumar De became the absolute Owner of the said property (hereinafter referred to as the Property no.1) each having undivided one half share .
  - xii) That said Sri Aurobindo De died intestate on 10.06.2015 leaving behind surviving his only son Sri Partho De and only daughter Ms. Debjani De as his legal heirs under Dayabhaga School of Hindu Law by which he was governed during his lifetime and at the time of his death. Smt. Arati De wife of Sri Aurobindo De died intestate on 03.11.2005.
  - xiii) That Ms. Debjani De who was spinster during her lifetime died intestate on 11.06.2015 leaving behind her only brother Sri Partho De as her legal heir under Dayabhaga School of Hindu Law by which she was governed during her lifetime and at the time of her death.
  - xiv) Thus said Sri Partho De by way of inheritance became the absolute Owner of undivided one half share of the said property and said Sri Arun Kumar De remains Owner of the other half of the said property.
  - xv) The said Sri Arun Kumar De by an Indenture dated 2<sup>nd</sup> May, 2017 sold transferred and conveyed in favour of the VENDORS All That undivided one half share of the said property being All That land measuring 23 cottahs and 3 chittacks with structure situated at Premises No. 3, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 and the said deed of Conveyance is duly registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1902-2017, Pages from 38447 to 38487, Being No. 190201232 for the year 2017.
  - xvi) That said Sri Partho De who was bachelor during his lifetime died intestate on 21.02.2017 leaving behind his uncle Sri Arun Kumar Dey (father's full blood brother) as his only legal heir under Dayabhaga School of Hindu Law by which he was governed during his lifetime and at the time of his death.
  - xvii) The said Sri Arun Kumar De by another Indenture dated 2<sup>nd</sup> May 2017 sold transferred and conveyed in favour of the VENDORS All That undivided remaining one half share of the said property no.1 being land measuring 23 cottahs and 3 chittacks with structure situated at Premises No. 3, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 and the said deed of Conveyance is duly registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1902-2017, Pages from 38406 to 38446, Being No. 190201233 for the year 2017.
  - xviii) That by virtue of the said two Indentures the VENDORS became the absolute Owners of the said property being Premises No. 3, Robinson Street, P. S. Shakespeare Sarani, Kolkata 700017 and thereafter recorded its names as Owners of the Premises No. 3, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 in the Books of the Kolkata Municipal Corporation and obtained Mutation Certificate.
  - xix) That one Bholanath Dash son of Adhar Chandra Dash was the absolute

Owner and seized and possessed of and otherwise sufficiently entitled to All That property lying and situate at Premises No. 2, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 measuring about 19 cottahs and 12 chittacks be the same a little more or less by dint of an Indenture dated 29<sup>th</sup> April 1920 duly registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 96, Pages 51 to 61, Being No. 2366 for the year 1920 (hereinafter referred to as the Property no.2).

- xx) That said Bholanath Dash with an intention to make provision for members of his family dependent on him and for certain other purposes created a Trust by an Indenture dated 1<sup>st</sup> December 1934 representing himself as Settlor and transferred his several properties including the said property being Premises No. 2, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 upon the said Trust. The said Bholanath Dash as Settlor appointed himself, Priyonath Dutt and Probodh Chandra Bhor as Trustees of the said Trust.
- xxi) The said Indenture was duly registered with the Sub Registrar, Registrar of Assurances-I in Book No. I, Volume No. 83, Pages 229 to 242, Being No. 4228 for the year 1934.
- xxii) That upon the demise of the Settlor said Bholanath Dash on 22<sup>nd</sup> February, 1938, the then surviving Trustees said Prionath Dutt and Probodh Chandra Bhor jointly appointed Debendra Nath Dash son of the Settlor Late Bholanath Dash as new Trustee by Deed of Appointment dated 4<sup>th</sup> March, 1938 and the same was executed and registered in the Office of the Registrar of Assurance, Calcutta in Book No, I Volume No, 6 Pages 5 to 13 and Being No. 802 for the year 1938.
- xxiii) That upon the demise of the said Prionath Dutt one of the First Trustee on 27<sup>th</sup> April 1955, the then surviving Trustees the said Probodh Bhor and Debendranath Dash jointly appointed Sri Subodh Kumar Dutt, son of Jugal Kishore Dutt as new Trustee by Deed of Appointment dated 06.05.1955 and the same was executed and registered at the Office of the Registrar of Assurances, Kolkata in the Book No.I, Volume No. 50 Pages 224 to 235 and Being No. 2010 for the year 1955.
- xxiv) That upon the demise of the said Debendra Nath Dash on 7<sup>th</sup> March 1956, the then surviving Trustees the said Probodh Chandra Bhor and Subodh Kumar Dutt jointly appointed Manindra Nath Dash son of Late Bholanath Dash as new Trustee by Deed of Appointment and the same was executed and registered at the Office of the Registrar of Assurances, Kolkata in Book No.I, Volume No.27 Pages 271 to 283 and Being No. 1149 for the year 1956.
- xxv) That upon the demise of the said Probodh Chandra Bhor one of the first Trustees on 16<sup>th</sup> February, 1976, the then surviving Trustees the said Subodh Kumar Dutt and Manindra Nath Dash jointly appointed Satya Saran Das son of Late Harish Chandra Das as new Trustee by Deed of Appointment dated 27.02.1976 and the same was executed and registered at the Office of the Registrar of Assurances, Kolkata in Book No.I, Volume No.83 Pages 67 to 81 Being No.1205 for the year 1976.
- xxvi) That upon the demise of the said Manindra Nath Dash on 5<sup>th</sup> August, 1976, the then surviving Trustees, the said Subodh Kumar Dutt and Satya Saran Das jointly appointed Sri Dinendra Nath Dash son of Late Manindra Nath Dash as new Trustee by Deed of Appointment dated 18.08.1976 and the same was executed and registered at the Office of the Registrar of Assurances, Kolkata in Book No.I Being No.3229 for the year 1976.
- xxvii) That upon the demise of the said Satya Saran Das on 18<sup>th</sup> January, 1999, the then surviving Trustees, the said Subodh Kumar Dutt and Dinendra Nath Dash jointly appointed Sri Prosun Kumar Satpati son of Dr. Saroj Kumar Satpati by Deed of Appointment dated 12.03.1999 and the same was executed and registered at the office of the District Registrar, Hooghly in



- Book No.I, Being No. 579 for the year 1999.
- xxviii) That upon willingness and acceptance of resignation of the said Trustee Sri Subodh Kumar Dutt, the said Dinendra Nath Dash and Prosun Kumar Satpati the surviving and continuing Trustees appointed Sri Biswanath Bhor son of Late Arun Chandra Bhor as a new Trustee by an Indenture registered at the District Register Office at Hooghly in Book No.I Being No.2187 for the year 1999.
- xxix) That upon willingness and acceptance of resignation of the said Trustee Biswanath Bhor, the said Dinendra Nath Dash and Prosun Kumar Satpati the surviving and continuing Trustees appointed Sri Sushil Kumar Pal son of Late Rohini Kumar Pal as a Trustee by an Indenture dated 4<sup>th</sup> October 2012 in place and stead of the said Biswanath Bhor and was duly registered with the Additional Registrar of Assurances-III, Kolkata in Book No.IV, Being No. 5978 in the year 2012.
- xxx) That under the existing situation, the Trustees in order to prevent further injury or deterioration and on ground of such urgent and bonafide legal necessity has by a resolution dated 11<sup>th</sup> November, 2018 resolved to sell the said property being Premises No. 2, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017.
- xxxii) The said Estate Bholanath Dash by an Indenture dated 13<sup>th</sup> March, 2019 sold transferred and conveyed in favour of the VENDORS All That the property being land measuring about 19 cottahs and 12 chittacks be the same a little more or less with building standing thereon situated at Premises No. 2, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 and said Indenture is duly registered in the office of the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No.1902-2019, Pages from 46283 to 46343, Being No. 190201267 for the year 2019.
- xxxiii) Thus the VENDORS became the absolute Owners of the said property No. 2 being Premises No. 2, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 and recorded their names as Owners of the Premises No. 2, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 in the Books of the Kolkata Municipal Corporation and obtained Mutation Certificate .
- xxxiiii) The VENDORS thereafter applied and obtained approval of amalgamation of the Premises Nos. 3, Robinson Street, Kolkata 700017 with Premises No, 2, Robinson Street, Kolkata 700017.
- xxxv) Thus the VENDORS jointly became the absolute Owners of the amalgamated property now numbered as Premises No.2, Robinson Street, Ward No. 63, P.S.- Shakespeare Sarani, Borough: VII, Kolkata-700017, measuring about a land area of 42 cottahs and 18 chittacks with several buildings standing thereon having 50%, 25% and 25% share respectively .
- B. The VENDORS are thus the absolute and lawful Owners of All That the piece and parcel of land measuring more or less 42 cottahs and 18 chittacks being Premises No.2, Robinson Street, P. S. Shakespeare Sarani, Kolkata 700017 more fully described Part-I of Schedule A.
- C. The said Premises is earmarked for the purpose of building a Project as hereinafter defined by the PROMOTER.
- D. The PROMOTER is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title interest of the VENDORS regarding of the said Land on which the Project is to be completed.
- E. The PROMOTER has obtained the final layout plan approvals vide B.P. No.2023070070 dated 30.06.2023 by the Kolkata Municipal Corporation to construct a Ground plus Fourteen storied building at the said Premises. The PROMOTER agree and undertakes not to make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws

- as applicable.
- F. The KMC has granted the commencement certificate to develop the Project vide approval dated 30.06.2023, bearing no. B.P. No.2023070070 .
- G. The PROMOTER has taken/applied to register the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata, bearing Registration No. ;
- H. The Allottee has applied for allotment of an apartment in the said the Project vide Application dated ..... and has been allotted ALL THAT the Apartment No. .... containing a carpet area of ..... Sq. ft., exclusive balcony/varandah area of sq.ft. be the same a little more or less, and Super Built-up area for registration of Deed of Conveyance and maintenance purpose is.....Sq. ft. be the same a little more or less on the Floor in the Building ("Unit") along with ....(.....) number of car parking space(s) bearing nos. .... on the ..... floor as permissible under the applicable law and of pro rata share in the Common Areas (defined hereinafter) hereinafter collectively referred to as the "Apartment", more particularly described in Part-II and Part II-A of Schedule A and the floor plan of the Apartment are annexed hereto and marked as Schedule B);
- I. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. On demand from the Allottee, the PROMOTER has given inspection to the Allottee of all the documents of title relating to the Land and also the plans, designs and specifications prepared by the PROMOTER's Architect, Raj Kumar Agarwal of Raj Agrawal & Associates of 8B, Royd Street (2<sup>nd</sup> floor), Kolkata – 700 016 (Registration no.CA/94/17940) and of such other documents as are specified under the Act.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment on ownership basis and the parking space/s as specified in Para H.

NOWHEREFORE inconsideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

## **DEFINITIONS AND INTERPRETATIONS**

### **1, TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the VENDORS/PROMOTER agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified hereinabove.
- (a) The Total Price of Apartment shall be an aggregate of the Sale Price/Consideration of Apartment, Advance Maintenance Charges, Sinking Fund, Legal and Documentation Charges , and any other charges as may be charged by the Promoter along with all applicable rates and taxes along with any other amount payable by the

Allottee/s in terms of this that shall be collected from the Allottees from time to time.

- (b) The Sale Price/ 'Consideration of Apartment' is the price of the Apartment and price of Car parking space payable by the Allottee/s to the Promoter being **Rs. /- -----**
- (c) In addition to the Sale Price, the Allottee/s shall also be liable to pay to the Promoter, the following amounts ( mentioned in point viii below) on or before the date of possession as per the Payment Schedule of this Agreement:

<b>HEAD</b>	
i)	Apartment No.
(ii)	Floor
(iii)	Apartment Type
(iv)	Carpet Area
(v)	Car parking space on the Ground Floor in the parking area
(vi)	Rate of Apartment per sqft
(vii)	Car parking price
(viii)	Extras and Deposits:
a.	Advance Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the said Apartment
b.	Sinking Fund- This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the VENDOR/PROMOTER or the Association deem fit and proper.
c.	The Allottee/s shall pay the Security Deposit to CESC Ltd. directly on account of Individual Meter.
d.	Legal and Documentation Charges
e.	Association Formation Charges
f.	Property tax deposit- This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months
<b>Total Price</b>	

### 1.2.Explanation:

- (i) The Total Price of Apartment above includes the booking amount paid by the Allottee to the Promoter towards the Apartment
- (ii) The Total Price above includes GST (and shall also includes if the other similar taxes which may be levied in connection with the construction of the project payable by the Promoter) upto the date of handing over the possession of the Apartment.  
Provided that in case there is any change/ modification in the taxes, the subsequent amount-payable by the Allottees to the Promoter shall be

increased/reduced based on such change / modification:

- (iii) The PROMOTER shall periodically intimate in writing to the Allottee, the amount payable as stated in above and the Allottees shall make payment demanded by the PROMOTER within 30 days from the date of the demand. In addition the PROMOTER shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - (iv) The Total Price includes : 1) Pro-rata share in the common area and 2) Car parking ( If any) , as provided in the Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottees hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.
- 1.4 The Allottee/s shall make payment as per the Payment Schedule set out in Schedule C ( "Payment Plan").
- 1.5. The Promoter may allow, in its sole discretion a rebate for early payments of instalments payable by the Allottees by discounting such early payments as decided by the Promoter and for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment, or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act: Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, or such changes or alterations as per the provisions of the Act.
- 1.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

- 1.8 Subject to the Clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee/s shall have exclusive Ownership rights of the Apartment and the Car parking space/s;
  - (ii) The Allottees shall also have the right of use of undivided proportionate share in the rights of the Common Areas. Since the share interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further the right of the Allottees 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 Promoter shall handover the common areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - (iii) That the Computation of the price includes inter-alia recovery of price of land, construction of the Apartment, if any, the Common Areas, internal development charges, external development charges, taxes, costs of providing electric wiring, electrical connectivity to the Apartment, lift, waterline and plumbing, finishing with tiles, doors, windows, fire detection and fire fighting equipment in the common areas/ maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Flat and the Project.
- 1.9 It is made clear by the Promoter and the Allottees agree that the Apartment along with the car parking space(s) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Land and is not a part of any other Project or zone and shall not form apart of and/or linked /combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottees that all the other areas and facilities falling outside the Project shall not form a part of the Declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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

- 1.11 The Allottee/s have paid a sum of Rs... (Rupees..... Only) as the Booking Amount being part of the payment towards the Total Price at the time of application, the receipt whereof the Promoter hereby acknowledges and the Allottee/s hereby agree to pay the balance consideration of the Apartment as prescribed in the Payment Plan (Schedule C) as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee/s delay in payment towards any amount for which is payable, he/they shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT**

- (i) Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter as per the payment plan mentioned in Schedule C within 30 days of such demand raised by the Promoter” through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the KIC RESOURCES LTD. However TDS shall be deducted from such payment in the following manner. Time shall be the essence of the contract in this regard.

1.	M/s. KIC Resources Ltd.	50 %
2.	M/s. JVS Exports Pvt. Ltd.	25 %
3.	M/s. S.C. Sons Pvt. Ltd.	25 %

- (ii) Allottee/s shall make GST payment as demand raised by the Promoter.

## **3. COMPLIANCE OF LAWS RELATING TO REMMITANCES :**

- 3.1 The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws Promoter including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understand and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve of Bank of India, he may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in this regard. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

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

The Allottee authorizes the Promoter to adjust appropriate all payments made by them under any heads of dues against lawful outstanding of the Allottees against the said Apartment if any, in their name and the Allottees undertakes not to object/demand/direct the Promoter to adjust such payments in any other manner.

5. **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as Allottees. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottees and the common areas to the association of Allottees or the competent authority, as the case maybe after receiving the Completion Certificate, subject to the same being formed and registered.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him /her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in schedule C (“Payment Plan”)

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

The Allottees have 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 which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance Promoter with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans which shall be approved by the competent authorities and shall also strictly abide by the bye- laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than as agreed upon or in the manner provided under applicable laws, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT:**

- 7.1 **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottees and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the said Apartment along with ready and complete Common Areas all specifications, amenities and facilities of the said Project in 31.03.2028 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake including spread of Covid-19 pandemic or any other calamity caused by nature affecting the regular development of the real estate project or any unforeseen occurrences, acts, court order, events, omissions or accidents which are beyond the reasonable control of the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement (“**Force Majeure**”).

If however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottees agree that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agree and confirm that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount {less any taxes collected from the Allottees} received by the Promoter from the allotment within a mutually agreeable time. The Promoter shall intimate the Allottees about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottees, the Allottees agree that they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee/s shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.2 **Procedure for taking possession**– The Promoter upon obtaining the completion certificate from the competent authority and subject to the Allottees is not in breach of their obligation under this Agreement, shall offer in writing the possession of the Apartment, to the Allottees in terms of this Agreement to be taken within Three months from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter . The Allottees, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter /association of allottee, as the case may be from the date of the issuance of the completion certificate for the project or from such date as notified in the Possession Notice (Deemed Possession). The Promoter shall hand over the photocopy of completion certificate of the project to the Allottees at the time of conveyance of the same. The Promoter on its behalf shall offer the possession to the Allottees in writing within one month of receiving the Completion Certificate of the Project.
- 7.3 **Failure of Allottees to take possession:** Upon receiving the written intimation from the Promoter as per clause 7.2 the Allottees shall take possession of the Apartment from the Promoter by executing necessary indemnities and such other documentations as required and the Promoter shall give possession of the Apartment to the Allottee/s("Possession Date").. In case the Allottees fail to take possession within the time provided in para 7.2 the Allottees shall be deemed to have taken possession on the 15 days from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottees takes physical possession of the Apartment, will be deemed to be the possession date and such Allottees shall continue to be liable to pay maintenance charges and the taxes as applicable from the date of deemed possession date.



It being also agreed between the parties that the Allottee/s shall also pay demurrage charges (holding charges) to the Promoter at the rate of Rs. 5,000/- (Rupees Five Thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee/s (s) takes the possession of the apartment.

**7.4 Possession by the Allottee/s:**

After receiving the completion certificate and handing over physical possession of the Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association or the competent authority, as the case may be, as per the local laws"

**7.5 Cancellation By Allottee/s :**

The Allottee/s shall have the right to cancel/withdraw their allotment in the Project as provided in the Act.

Provided that where the Allottee/s proposes to cancel/withdraw from the Project without any fault of the Promoter , the Promoter herein shall be entitled to forfeit an amount equal to the Booking amount and shall refund the balance amount of money due and payable to the Allottees without interest within 45 days from the date of acceptance of the notice by the Promoter which was sent by Allottees requesting to cancel the said booking against execution of a registered cancellation agreement and any other documents as may be required.

**7.6 Compensation —** The Promoter shall compensate the Allottees in case of any loss caused to him due to defective title of the land on which the Project thereof is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment due to discontinuance of its business as a Promoter on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottees wish to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Apartment, with applicable interest rate in the manner as provided under applicable laws within 45 (forty-five) days from the date of acceptance of the notice by the Promoter which was sent by Allottees requesting to cancel the said booking.

Provided that where the Allottees do not intend to withdraw from the Project, the Promoter shall pay the Allottees applicable interest rate for every month of delay, till the handing over of the possession of the Apartment.

**8. REPRESENTATION AND WARRANTIES OF THE**

**PROMOTER:** The PROMOTER hereby represent and warrant to the Allottees as follows:

- (i) The Vendors have absolute, clear and marketable title with respect to the Land; the absolute rights to carry out development upon the Land and absolute, actual, physical and legal possession of the land for the project.
- (ii) The Vendors have lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said premises or the Project as on the Effective Date;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the and Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the PROMOTER has been and shall, at all times remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Apartment and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring the Ownership rights of the Apartment to the Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the deed of conveyance the Promoter shall hand over lawful, vacant peaceful, physical possession of the Apartment to the Allottees and the Common Areas to the Association or the competent authority, as the case may be;
- (x) The Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the Association or the competent authority, as the case may be; and

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the PROMOTER in respect of the Land and/or the Project.

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

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

- (i) If the Promoter fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter business as a Developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottees are entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottees stop making payments, Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or
- (ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund, subject to the second provision below, the entire money paid by the Allottees under any head whatsoever towards the sale of the Apartment, along with interest at the rate prescribed in the Rules. .

Provided that where the Allottees does not intend to withdraw from the Project or terminate the Agreement, they shall be paid, by the Promoter , interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

9.3 The Allottees shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottees fails to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

- (ii) In case of default by Allottees under the condition listed above continues for a period beyond 1 (one) month after notice from the Promoter in this regard, the PROMOTER may cancel the allotment of the Apartment in favour of the Allottees and forfeit an amount equal to the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottees about such termination atleast 30 (thirty) days prior to such termination.

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

The Promoter on receipt of Total Price as mentioned in clause 1.2 under the Agreement from the Allottees, shall execute a deed of conveyance and convey the ownership rights of the Apartment together with the right to use the proportionate indivisible undivided share in the Common Areas within the time period as stated in local laws, to the Allottees.

Provided that, in the absence of local law, the deed of conveyance in favour of the Allottees shall be carried out by the Promoter within 3 (three) months from the date of issue of completion/occupancy certificate.

However, in case the Allottees fail to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottees authorize the Promoter to withhold registration of the deed of conveyance in their favour till payment of stamp duty and registration charges to the Promoter is made by the Allottees. It being agreed that payment of stamp duty and the registration charges in relation to the Unit and/or Common Areas shall be the liability of the Allottees

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned in clause 1.2.

**12. DEFECT LIABILITY:**

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

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

The Allottees hereby agree to purchase the Apartment on the specific understanding that his/her/their 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 allottees (or the maintenance agency appointed by it) and performance by the Allottees of all his/her obligations in respect of the terms and conditions

specified by the maintenance agency or the association of Allottees from time to time.

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

The Promoter /maintenance agency/Association shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the Promoter / Association 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 Service Areas: The service areas, as located within the Project, shall be ear- marked 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, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plan The Allottees shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for Use by the Association for rendering maintenance services.

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

16.1 Subject to para 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment at their 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 tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottees further undertake, assures and guarantees that they 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees 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 Allottees shall also not remove any wall including the outer and load bearing wall of the Apartment.

16.3 The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency appointed by Association. The Allottees 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 Parties are entering into this Agreement for the allotment of an apartment with the full knowledge of all laws, rules, regulations, notifications applicable

to the Project. That the Allottees hereby undertake 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 / Flat, all the requirement and requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ Flat at his/ her cost.

**18. ADDITIONAL CONSTRUCTIONS**

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

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

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

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

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

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees 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 Allottees and secondly, appears for registration of the same before the concerned Registering Authority at Kolkata as and when intimated by the Promoter. If the Allottees fail to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Registering Authority, Kolkata for its registration as and when intimated by the Promoter , then the Promoter shall serve a notice to the Allottees, for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and the Promoter shall be entitled to forfeit the Booking Amount.

**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/plot/building, 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 ALLOTTEES/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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees 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:**

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees 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 Allottees that exercise of discretion by the Promoter in the case of one Allottees shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the-case of other Allottees.

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

**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 WHEREVERREFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottees in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment 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 completed only upon its execution by the PROMOTER through its authorized signatory at the Promoter 's Office; or at some other place, which may be mutually agreed between the Promoter and the Allottees, in the concerned Registration office after the Agreement is duly executed by the Allottees and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Registering Authority at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES**

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

Name and Address of the Allottee/s :

Name and Address of the Promoter:  
KIC RESOURCES LIMITED  
35/1A, Garcha Road,  
P. S.Gariahat,  
Kolkata

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

**31. JOINT ALLOTTEES:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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



**Schedule A Part-I ("Land")(SAID PREMISES)**

ALL THAT land measuring an area of 40 Katha 01 Chattak equivalent to 2680.76 Sq. Mtr. (as per Deeds 43 Katha 02 Chattak equivalent to 2676.361 Sq.Mtr. less strip of land gifted to KMC 3 Katha 01 Chattak equivalent to 208.25 Sq.Mtr.) be the same a little more or less lying and situated at municipal Premises No. 2, Robinson Street ,P.S. Shakespeare Sarani, Kolkata Municipal Ward No:- 069, Kolkata-700017, under the Kolkata Municipal Corporation and is butted & bounded in the following manner :-

**On the North** : Robinson Street.

**On the South** : 34 & 35, Shakespeare Sarani (Theatre Road).

**On the East** : 9 & 10 Loudon Street.

**On the West** : 1, Robinson Street & 16, Loudon Street.

**Part-II ("Apartment")**

**ALL THAT** the Apartment No. ....containing a carpet area of .....sq. ft., balcony/varandah area of.....sq.ft. be the same a little more or less, and for the purpose registration of Deed of Conveyance super built up area is calculated at.....sq. ft. be the same a little more or less on the ..... Floor of the building known as "AKSHARAM" and shown and delineated in the map or plan annexed hereto and bordered in colour **RED** thereon and Together With the undivided proportionate impartible part or share in the land comprised in the said premises more fully and particularly described in the **Part II** of the **First Schedule** hereinabove written, attributable to the said apartment and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in **Part I** and **Part II** of the **Third Schedule** hereunder written.

**(PART II-A)**

**(CAR PARKING SPACE)**

**ALL THAT** the right to park.....Car in the Covered Car Parking Space no..... on the ground floor of the Premises.

**Part-III (SPECIFICATIONS)**

1. Structure: Structure of the building : R.C.C. piling framed structure.
2. Flooring:
  - a. Common area: Ceramic tiles/marble/granite tiles.
  - b. Apartment (Flooring):
 

Living & Dining	: Vitrified
tiles/marble Master Bedroom	: Vitrified

tiles/marble Other Bedrooms : Vitrified  
 tiles/marble Balcony & Utility : Antiskid ceramic  
 tiles Kitchen : Antiskid ceramic  
 tiles

- c. Toilets (Flooring): Antiskid Ceramic tiles  
 Glazed / Ceramic tile dado up to doorframe level.
3. Toilets: Hot and cold Single lever basin mixer for all the toilets.  
 Hot and cold Single lever with CP shower units in bath area for all the  
 toilets. All of reputed make.
4. Doors: Main door-flush door with one side lamination. All other doors  
 made of flush shutters.
5. Windows: Aluminium /UPVC sliding/openable windows.  
 Ventilators/louvers for toilets.
6. Painting: Exterior finish with weather coat paint or any other material as  
 decided by the Architect. Internal walls and Ceilings with putty/Gypsum  
 coating.

#### **PART – IV**

##### (COMMON AREAS)

1. Main gates to the New Building;
2. Ultimate roof save and except the exclusive terrace of the unit on top floor
3. Concealed electrical wiring and fittings and fixtures for lighting  
 staircase, lobby and other common areas and operating the water pumps  
 with motor.
4. Drains and sewers from the New Building to the Corporation drain.
5. Staircases and landings with Marble/Vitrified tiles flooring having Aluminium  
 slide windows with integrated grill.
6. Water pumps with motors, water reservoirs, overhead water pumps and  
 distribution pipes from overhead water tanks to different flat/units and from  
 reservoir to overhead water tanks and also the pump rooms.
7. Water and sewage, evacuation pipes from the Flat/units to drains and sewers  
 common to the New Building.

#### **PART - V**

##### (COMMON AMENITIES AND FACILITIES)

1. Electrical installations and main switches and meter room.
2. Intercom facility from each apartment to the security room.

3. Three numbers Automatic passenger lifts.
4. CCTV surveillance.
5. Generator Set
6. Swimming Pool
7. Air-conditioned gymnasium
8. Air-conditioned lounge
9. Air-conditioned Indoor gaming room
10. Air-conditioned Community Hall with pantry
11. Fire fighting system

**PART – VI**  
(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and enjoyed or used by the allottees in common with other occupiers or serving more than one Apartment and main entrance and exit gates, landings and staircases of the Building and enjoyed by the allottees or used by him in common as aforesaid and the boundary walls, compounds etc. of the Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Building so enjoyed or used by the allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **MAINTENANCE IN CHARGE:** Establishment and all other expenses of the Maintenance in charge and also similar expenses of the VENDORS/PROMOTER or any agency looking after the common purposes, until handing over the same to the Maintenance in charge.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE:** Insurance premium for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.

9. OTHER: All other expenses and/or outgoings including litigation expenses as are incurred by the VENDORS/PROMOTER and/or the Maintenancein charge for the common purposes.

Schedule B  
[The floor plan of the Apartment]

Schedule C (Payment Schedule)

- 10% on booking/Agreement
- 10% on completion of piling
- 10% on casting of Ground floor roof
- 10% on casting of 2<sup>nd</sup> floor roof
- 10% on casting of 5<sup>th</sup> floor roof
- 10% on casting of 8<sup>th</sup> floor roof
- 10% on casting of 11<sup>th</sup> floor roof
- 10% on casting of ultimate roof
- 10% on completion of brick work of the respective floor
- 5% on commencement of lift installation work
- 5% on possession/conveyance deed Registration whichever is earlier.

<b>Extras and Deposits:</b>	
Advance Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the said Apartment	
Sinking Fund- This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the VENDOR/ PROMOTER or the Association deem fit and proper.	
The Allottee/s shall pay the Security Deposit to CESCLtd. directly on account of Individual Meter.	
Legal and Documentation Charges	
Association Formation Charges	
Property tax deposit- This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months	

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

SIGNED AND  
DELIVERED BY  
THE WITHIN  
NAMED  
VENDORS at  
KOLKATA  
in the presence of:

SIGNED AND  
DELIVERED BY  
THE WITHIN  
NAMED  
PROMOTER at  
KOLKATA  
in the presence of:

SIGNED AND  
DELIVERED BY  
THE WITHIN  
NAMED:  
ALLOTTEE/S at  
KOLKATA  
in the presence of :

Witness :

1.

2.

Drafted by :