

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** (“**Agreement**”) made on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2023,

**BETWEEN**

**KIC RESOURCES LIMITED** (PAN AABCK1521G) a company within the meaning of the Companies Act 1956 having CIN : U70109WB1991PLC053497, having its registered offices at premises No. 35/1A, Garcha Road, Post Office Ballygunge and Police Station Gariahat, Kolkata-700 019, represented by its Director namely MR. VIVEK KUNDALIA (PAN : AKFPK7573H) (Aadhaar No.296943047921), son of Sri Pradeep Kundalia residing at 1/3 Lovelock Street, P.O. and P. S. Ballygunge, Kolkata – 700 019 hereinafter referred to as the **VENDOR/PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its respective successor or successors-in-interest and assigns) of the **ONE PART**

**AND**

.....(PAN .....) (Aadhaar No. ....)  
 son/wife/daughter of .....citizen of India, by faith Hindu/Muslim/Sikh, by occupation ..... and is residing at .....hereinafter collectively referred to as the **ALLOTTEE**(which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**;

The Vendor/Promoter and Allottee/Purchaser shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

**A. 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) **ADVOCATE** – shall mean AMIT KUMAR SINHA, Advocate, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001 appointed by the Vendor inter alia, for preparation of this agreement and Conveyance for transfer of the Apartment.
- (c) **ARCHITECT** – shall mean PRAKALPA SPACE KRAFT PVT. LTD. of 145, Nani Gopal Roy Chowdhury Avenue, Entally, Kolkata – 700 014 appointed by the Promoter as the Architect for the said Project.

- (d) **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.
- (e) **BUILDINGS/NEW BUILDINGS-** shall mean the new buildings constructed at the said Premises for the time being, the Project being named “**KAASHI ENCLAVE**” containing several independent and self contained residential apartments, parking spaces and other constructed areas.
- (f) **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 so on plus the open terrace, balcony area or verandah, if any.
- (g) **BOOKING AMOUNT-** shall mean 10% of the Consideration for the Apartment which includes the Application Money;
- (h) **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 allottees.
- (i) **COMMON AREAS-** shall mean and include the areas, as mentioned in **Part IV** of the **Schedule A** hereunder written.
- (j) **COMMON FACILITIES AND AMENITIES:** shall mean and include the areas, facilities and amenities as mentioned in **Part VI** of the **Schedule-A** hereunder.
- (k) **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 VII of Schedule A** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottees.

- (l) **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.
- (m) **PLAN** - shall mean the plans sanctioned by Kolkata Municipal Corporation bearing Building permit no.2013060013 dated 13.05.2013 subsequently re-validated on dated 13.05.2018 comprising of 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 **“KAASHI ENCLAVE”** 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.
- (n) **PROJECT** – shall mean the proposed residential-cum-commercial building to be known as **“KAASHI ENCLAVE”**, 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.
- (o) **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.
- (p) **RULES-** shall mean the Real Estate Regulation Act, 2016 .
- (q) **REGULATIONS-** shall mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- (r) **SAID PREMISES** – shall mean All That the piece and parcel of land containing an area of 16 Cottahs be the same a little more or less situate lying at and being premises No.20, Canal Street, P.S. Entally, Ward no:- 055, Kolkata-700014 within the limits of Kolkata Municipal Corporation, more fully and particularly mentioned and described in the **Part I** of the **Schedule A** hereunder written.
- (s) **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.

- (t) **SAID APARTMENT** – shall mean ALL THAT the **Apartment No. ....** containing a carpet area of ..... sq. ft. and exclusive balcony area ..... sq.ft. be the same a little more or less on the ..... **Floor** of the new building of the Project known as “**KAASHI ENCLAVE**” more fully and particularly described in **Part-II** of the **Schedule A** hereunder written Together With right to park One Car in the Covered Car Parking Space on the Ground Floor more fully and particularly described in the **Part-III** of **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 V** and **Part VI** of the **Schedule A** hereunder written to be used in common with the other Allottees.
- (u) **SECTION-** shall mean a section of the Act.
- (v) **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.
- (w) **SPECIFICATION** – shall mean the specification for the said Apartment as mentioned in the **Part IV** of the **Schedule A** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

**WHEREAS:**

1. That one Annapurna Debbya, wife of Late Binoy Gopal Mukherjee, a resident of P-105, C.I.T. Road, Scheme No. 52, within Police Station Entally, Kolkata- 700 014, by a registered deed of conveyance dated 28<sup>th</sup> November, 1941, registered in the Office of the Sub-Registrar at Sealdah and recorded in Book No. I, Volume No. 51, Pages 211 to 225, Being No. 2665, for the year 1941, purchased from the erstwhile Owner Ramesh Chandra Dutta. **ALL THAT** two storied brick built dwelling house hereditaments and premises together with a piece or parcel of rent redeemed land or ground thereunto belonging containing by estimation 16 Cottahs, more or less, appertaining to Division-IV, Sub-Division- “E”, Holding No. 15, Touzi No. 2883, KhasmahalDihiPanchannagram, Sub-Registration Office at Sealdah, 24-Parganas, lying and situated at and being Municipal Premises no. 20, Canal Street, within Police Station Entally, Ward no. 55, Kolkata- 700 014 at a consideration mentioned therein.
2. That the aforesaid Annapurna Debbya during her lifetime made and published her Last Will and Testament dated 2<sup>nd</sup> July, 1971 in favour of her five married daughters namely, (1) Smt. Premamoyee Bandyopadhyay, wife of Sudhir kumar Bandyopadhyay, (2) Smt. Snehamoyee Gangopadhyay, wife of Kashipati Gangopadhyay, (3) Smt. Bhakti Bandyopadhyay, wife of Indu Bhusan Bandyopadhyay, (4) Smt. Sulata Bandyopadhyay, wife of Bidyut Kanti Bandyopadhyay, (5) Smt. Suchitra Gangopadhyay, wife of Prasanta

Gangopadhyay and two daughter-in-laws namely, (1) Smt. Debjani Mukhopadhyay, wife of Swami Charan Mukhopadhyay and (2) Smt. Gopa Mukhopadhyay, wife of Guru Charan Mukhopadhyay as beneficiaries of the property, lying and situate at Premises no. 20, Canal Street, within Police station Entally, Kolkata- 700 014, each having 1/7<sup>th</sup> share with a right to collect rents only after the demise of the Executor of the Will.

3. That the aforesaid Annapurna Debbye while publishing her last Will and Testament dated 2<sup>nd</sup> July, 1971 appointed her elder son Swami Charan Mukhopadhyay as Executor to apply for and obtained Probate of the said Will dated 2<sup>nd</sup> July, 1971 from a competent Court.
4. That it was specifically mentioned in the said Will dated 2<sup>nd</sup> July, 1971 that (1) in the event of death of Premamoyee Bandyopadhyay, being the eldest daughter of the Testatrix, her two sons namely (i) Sridhar Bandyopadhyay and (ii) Srikanta Bandyopadhyay will jointly inherit 1/7<sup>th</sup> share of their mother's share in the property. (2) In the event of death of Snehamoyee Gangopadhyay, being the second daughter of Testatrix, her son Bijan Kumar Gangopadhyay will inherit 1/7<sup>th</sup> share of his mother's share in the property. (3) In the event of death of Bhakti Bandyopadhyay, being the third daughter of Testatrix, her son Debasish Bandyopadhyay will inherit 1/7<sup>th</sup> share of his mother's share in the property. (4) In the event of death of Sulata Bandyopadhyay being the fourth daughter of Testatrix her three sons namely (i) Indranil Bandyopadhyay, (ii) Pradyumna Bandyopadhyay and (iii) Saikat Bandyopadhyay will jointly inherit 1/7<sup>th</sup> share of their mother's share in the property. (5) In the event of death of Suchitra Gangopadhyay, being the Fifth daughter of the Testatrix, her son Prabal Gangopadhyay will inherit 1/7<sup>th</sup> of his mother's share in the property. (6) In the event of death of elder daughter-in-law namely Debjani Mukherjee, her only son Dipankar Mukhopadhyay will inherit 1/7<sup>th</sup> share of his mother's share in the property and (7) In the event of death of younger daughter-in-law namely Gopa Mukherjee, her only son Dipayan Mukhopadhyay will inherit 1/7<sup>th</sup> share of the property.
5. That it was further mentioned in the said Will dated 2<sup>nd</sup> July, 1971 that after demise of the aforesaid Executor, the ten grandsons of the Testatrix as mentioned in the said Will, namely (1) Sridhar Bandyopadhyay, (2) Srikanta Bandyopadhyay, (3) Bijon Kumar Gangopadhyay, (4) Debasish Bandyopadhyay, (5) Indranil Bandyopadhyay, (6) Pradyumna Bandyopadhyay, (7) Saikat Bandyopadhyay, (8) Prabal Gangopadhyay, (9) Dipankar Mukhopadhyay and (10) Dipayan Mukhopadhyay will be the absolute joint owners to the extent of their respective shares having exclusive right to sell, transfer, gift etc. in respect of the aforesaid property being Premises No. 20, Canal Street, P. S. Entally, Kolkata 700014.
6. That the aforesaid Annapurna Debbye died testate on 26<sup>th</sup> February, 1976 leaving behind her two sons namely (1) Swami Charan Mukherjee and (2) Guru Charan Mukherjee and five married daughters namely Premamoyee Bandyopadhyay, Snehamoyee Gangopadhyay, Bhakti Bandyopadhyay, Sulata Bandyopadhyay and Suchitra Bandyopadhyay.
7. That prior to taking probate of the Last Will And Testament dated 2<sup>nd</sup> July, 1971, the aforesaid Swami Charan Mukherjee being the Executor of the Will died on 13<sup>th</sup> May, 1998.
8. That after the demise of the aforesaid Swami Charan Mukherjee, the four daughters of the Testatrix namely Snehamoyee Gangopadhyay, Bhakti Bandyopadhyay, Sulata Bandyopadhyay and Suchitra Bandyopadhyay

applied for Letters of Administration before the Court of Learned Judge, Special Court, E. C. Court and Additional District Judge, Alipore, South 24 Parganas to give effect the last Will and Testament of Annapurna Debbya dated 2<sup>nd</sup> July, 1971. The said Learned Court by an order dated 1<sup>st</sup> July, 1998 granted Letters of Administration of the estate of the deceased in terms of the said Will.

9. That the names of the beneficiaries who have acquired right title and interest by virtue of the aforesaid Last Will and Testament dated 2<sup>nd</sup> July, 1971 and the Letters of Administration dated 1<sup>st</sup> July, 1998, duly mutated in the Register of the Books and Records of the Assessment Department of the Kolkata Municipal Corporation in respect of the property lying and situate at Premises No. 20, Canal Street, P. S. Entally, Kolkata 70014.
10. That by virtue of the aforesaid Will and Testament dated 2<sup>nd</sup> July, 1971 as recited hereinabove, (1) Sridhar Banerjee, (2) Srikanta Banerjee, (3) Bijan Kumar Ganguly, (4) Debashis Banerjee, (5) Indranil Banerjee, (6) Pradyumna Banerjee (7) Saikat Banerjee (8) Prabal Ganguly and (9) Dipayan Mukherjee who acquired undivided 6/7<sup>th</sup> share and Dipankar Mukherjee acquired undivided 1/7<sup>th</sup> share in the said property lying and situate at Premises No. 20, Canal Street, P. S. Entally, Kolkata 70014.
11. That by a Deed of Conveyance dated 28<sup>th</sup> June, 2011 duly registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, CD Volume No.13, Pages from 4946 to 4970 and Being No.05622 for the year 2011, the said Dipankar Mukherjee sold transferred conveyed assigned and the Debjani Mukherjee assured and confirmed the sale unto and in favour of KIC Resources Limited All That undivided 1/7<sup>th</sup> share of the said property lying and situate at Premises No. 20, Canal Street, P. S. Entally, Kolkata 70014.
12. That by another Deed of Conveyance dated 26<sup>th</sup> August, 2011 duly registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, CD Volume No.17, Pages from 7229 to 7270 and Being No.07866 for the year 2011, the said (1) Sridhar Banerjee, (2) Srikanta Banerjee, (3) Bijon Kumar Ganguly, (4) Debashis Banerjee, (5) Indranil Banerjee, (6) Pradyumna Banerjee (7) Saikat Banerjee (8) Prabal Ganguly and (9) Dipayan Mukherjee sold transferred conveyed assigned and the Sulata Banerjee, Saikat Banerjee, Suchitra Ganguly, Gopa Mukherjee assured and confirmed the sale unto and in favour of KIC Resources Limited All That undivided 6/7<sup>th</sup> share of the said property lying and situate at Premises No. 20, Canal Street, P. S. Entally, Kolkata 70014.
13. That by virtue of the said aforesaid two deeds the said KIC Resources Limited becomes the absolute owner of said property lying and situate Premises No. 20, Canal Street, P.S. Entally. Kolkata 700014 and have duly caused mutation of its name in the record of the Kolkata Municipal Corporation.
14. The Vendor/ Promoter had obtained a plan sanctioned by the Kolkata Municipal Corporation bearing Building permit no. 2013060013 dated 13.05.2013 subsequently re-validated on dated 13.05.2018 consisting of independent residential apartments and the car parking spaces within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof after demolishing the existing structure thereon [herein after referred to as the **said plans**].

15. The Vendor/ Promoter has exclusive right to revise the said plan to be sanctioned by the Kolkata Municipal Corporation.
16. The Vendor being the Promoter of the said project and shall be exclusively responsible to construct, erect, develop, market and do all other acts deeds and things for the purpose of developing the said Premises.
17. The Allottee upon taking inspection and being fully satisfied about (1) the title of the Vendor/ Promoter in respect of the said Premises, (2) the right of the Promoter to carry out construction, (3) the said sanctioned plan, (4) the specifications and the materials used in the unit and in the New Building, (5) the carpet area of the said Apartment and (6) the right of the Vendor/ Promoter to sell and transfer the said Apartment, has become desirous of acquiring All That the said Apartment and has approached the Promoter to sell and transfer the same to the Allottee for the consideration and on the terms and conditions hereinafter contained.
18. In pursuance of the proposed building the Vendor/Promoter has commenced the construction of the said Project at the said Premises.
19. The Vendor/Promoter, subsequent to the commencement of the Act, have applied for registration of the said Project under the provisions of the Act and has obtained the Registration Number from the Real Estate Regulatory Act Authority, West Bengal being No. .... .
20. 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. and exclusive balcony/varandah area of ..... sq.ft.** be the same a little more or less than the **..... Floor** of the Project known as “**KAASHI ENCLAVE**” more fully and particularly described in **Part-II** of the **Schedule-A** hereunder written Together With right to park ..... Car in the Covered Car Parking Space on the Ground Floor more fully and particularly described in the **Part-III** 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 V** and **Part VI** of the **Schedule A** hereunder written to be used in common with the other Allottees (hereinafter collectively referred to as the “**said Apartment**”).
21. The Allottee has gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Premises and the plans, designs and specifications prepared by the Architect and of such other documents as are specified under the Act.
22. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.



23. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the said Project.
24. 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.
25. The Allottee has been made aware and has unconditionally agreed that the Allottees of other apartments in the said Project shall also have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such Common amenities and facilities of the Project which are so intended by the Promoter for use of the other occupants of the said Project.
26. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Vendor/ Promoter hereby agrees to transfer their right title and interest in the said Apartment together with the pro rata undivided and impartible share and interest in the land comprised in the said premises attributable to the said apartment and in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottees hereby agree to purchase the said Apartment.
27. It has been agreed by the parties that the Association of all the Allottees of the building in the said Project as and when the said Project is completed, in its entirety shall own in common, all Project Common amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto.
28. The title of the Vendor/ Promoter and right, authority or entitlement of the Promoter to the said Premises have been examined by the Allottees to their satisfaction and the Allottees agree and covenant not to raise any objection thereto or make any requisition in connection therewith.
29. The Allottee has also seen and inspected the Plans for the time being sanctioned by the authorities relating to the said Project and have fully satisfied themselves about the validity and all other aspects thereof and agree and covenant not to raise any objection with regard thereto.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement the Vendor / Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment as specified in recital **20** above.

1.2.1 The Total Price for the Apartment based on the Carpet Area is **Rs.** ..... (Rupees .....) only (“Total Price”)

<b>HEAD</b>	
i)	<i>Apartment No.</i>
(ii)	<i>Floor</i>
(iii)	<i>Apartment Type</i>
(iv)	<i>Carpet Area</i>
(v)	<i>1 Covered car parking space on the Ground Floor in the parking area</i>
<b>Total Price:</b>	
	<b>Rs.</b>

### 1.2.2 Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Apartment.
- (ii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iii) The Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, landscaping charges, lift, water line and plumbing, finishing with paint the exterior of the towers, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, and other charges as mentioned in Clause 1.2.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as per specification.
- (iv) In addition to the Total Price afore-said, the Allottee shall, before the Date of Possession/Deemed Possession also pay the following amounts to be termed as ‘**Extras and Deposits**’:
  - a) Legal Documentation fees of Rs.10,000/- payable at the time of registration of each Agreement for Sale to the Advocate of the Vendor/Promoter.
  - b) Legal Documentation fees of Rs.25,000/- for each apartment plus GST, if applicable payable at the time of registration of Deed of Conveyance.
  - c) Miscellaneous charges including user charges, commission fees and other incidental charges at the time of registration of Agreement for Sale and Deed of Conveyance.
  - d) Non-refundable electric connection for the building and proportionate share of charges for providing HT/LT line or Transformer in the building Rs.30,000/- per unit + GST;

- e) Non refundable generator installation charges Rs.40,000/- for 3BHK and Rs.30,000/- for 2BHK apartment.
- f) Sinking Fund- Rs.30/- per Sq.ft. of the super built up area on account of a fund to be created for the capital expenditure of the Complex.
- g) Advance Maintenance Charges (non-refundable) - Rs.3/- per Sq.ft. per month only on super built-up exclusive balcony area + GST for Twelve months;
- h) Formation of Maintenance Company/ Association (non-refundable) – Rs.5,000/- per apartment + GST;
- i) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable Stamp fees and Registration fees on execution and registration of this Agreement and of the sale deed and other documents to be executed and /or registered in pursuance hereof and also all the statutory charges payable therefore.
- j) The Allottee shall pay the deposit to CESC Ltd. directly on account of Individual Meter.
- k) Rule 25 Charges shall be payable, if applicable.
- l) Municipal Taxes shall be payable for 12 Months post registration of Deed of Conveyance.

1.2.3 If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottees 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 Allottees under this agreement and the amount thereof shall be treated as outstanding.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agree to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Project 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, The same shall not be charged from the Allottee.

- (i) If prior to execution of the conveyance, the Allottee nominate their provisionally allotted apartment unto and in favor of any other person or persons in their place and stead, the Allottee may do so with the permission of the Promoter subject to payment of administrative charges Rs.25,000/- plus GST on 1<sup>st</sup> Nomination and Rs.15,000/- plus GST on any subsequent nomination thereafter to the Promoter.
- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule C** hereto ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments for the period by which the respective installment has been preponed. The rate of discount shall be decided by the Promoter and that shall be binding upon the Allottee. The Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the 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(on the basis of which sale is effected) in respect of the Apartment 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 Allottee, or such minor changes or alterations in accordance with the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee upon completion of the construction of the building and upon obtaining the completion certificate granted by the competent authority, by furnishing details of the changes, if any, in the carpet area.
- 1.8 The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accept the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.9 The Allottee shall have common user rights in the Common Areas, Amenities & Facilities of the Project to the extent required for beneficial use and enjoyment of the said Apartment, the Allottee hereby accept the same.
- 1.10 Subject to Para 9.3, the Vendor/ Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have right to use the undivided prorata share in the Common Areas of the said Project transferred to the Association of Allottees as per applicable laws. Since the share/interest of the Allottee in the Common Areas of the said Project is undivided and cannot be divided or separated, the Allottee shall use all Common

Amenities & Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Amenities & Facilities to the Association of Allottees subject to its formation after duly obtaining the completion certificate from the competent authority for the Project. Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, landscaping charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint the exterior of the Building, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (iv) The Allottee have the right to visit the said Project site to assess the extent of development of the said Project and their Apartment, subject to prior consent of the Promoter and Project Engineer and complying with all safety measures while visiting the site.
- (v) The Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Building and common areas including common facilities and amenities.

1.11 It is made clear by the Vendor/Promoter and the Allottee agrees that the Apartment along with the covered/open/mechanical car parking space and the utility room if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the land comprised in the said Premises and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project Common Amenities & Facilities shall be available only for use and enjoyment of the Allottee of the said Project.

1.12 The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including its mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, its mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoing 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 therefore by such authority or person.

- 1.13 The Allottee has paid a sum of **Rs. ....**only towards execution of this Agreement at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledges. The Allottee hereby agree to pay the remaining price of the said 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 Allottees delay in payment towards any amount which is payable, they shall be liable to pay interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottees shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of “**KIC RESOURCES LIMITED**” payable at Kolkata. Time shall be the essence of the contract in this regard.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill 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 regard to matters specified in para 3.1 above. 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the 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 Allottee against the said Apartment if any, in their name and the Allottee undertakes not to object/demand/direct the Promoter to adjust such payments in any other manner.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the said project with the Authority and towards handing over the said Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case maybe, 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 which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans 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 Allottee 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 hand over possession of the said Apartment along with ready and complete Common Areas all specifications, amenities and facilities of the said Project in 31<sup>st</sup> December 2026 with a grace period of 6 months 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 Allottee 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 Allottee} received by the Promoter from the allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees 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 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 shall offer in writing the possession of the Apartment, to the allottee in terms of this Agreement to be taken within one month 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 Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, 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. The Promoter shall hand over the photocopy of completion certificate of the project to the Allottee at the time of conveyance of the same.

In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall be liable to pay maintenance charges, property taxes and other outgoings for the period of delay to taking possession from such date as notified in the Possession Notice from such date as notified in the Possession Notice. (**Deemed Possession**).

Provided That, in the absence of local law and subject to the Allottee complying with their respective obligations hereunder, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate/completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc..

- 7.3 On and from the Possession Date and Deemed Possession:

- (i) The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date and Deemed Possession;



- (ii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to their interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Possession Date and Deemed Possession.
- (iii) All other expenses necessary and incidental to the management and maintenance of the Project.

7.4 **Possession by the Allottee** – After obtaining the full occupancy certificate/completion certificate and handing over physical possession of the Apartment to the allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottee on its formation and registration or the competent authority, as the case may be, as per the local laws. Provided That, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of allottee or the competent authority, as the case may be, within 30 (thirty) days after obtaining the full completion certificate of the project subject to formation and registration of the association.

7.5 **Cancellation by Allottee**— The Allottee shall have the right to cancel/withdraw their allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to deduct the booking amount and balance amount of money due and payable shall be refunded to the Allottee without interest within 45 days from the date of receipt of Allottee's letter requesting to cancel the said booking.

7.6 **Compensation** — The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the 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 Allottee 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 of it becoming due.

Provided That where the Allottee do not intend to withdraw from the Project, the Promoter shall pay the Allottee applicable interest rate for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

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

- (i) The Vendor/ Promoter has absolute, clear and marketable title with respect to the said Premises; The Promoter has the requisite rights to carry out development upon the said Premises;
- (ii) The Vendor/ Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Premises;
- (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 said Premises or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Property 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 said Project, said Property, Building and apartment and the Common Areas;
- (vi) The Vendor/ Promoter has the right to enter into this Agreement and the Vendor / Promoter has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (vii) The Vendor/ Promoter has not entered into any agreement for sale and arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Vendor/ Promoter confirms that the Vendor/ Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) The Vendor/ Promoter have 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 full completion certificate of the said Project has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottee or the competent authority, as the case may be.

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

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

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

- (i) The Promoter fails to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the said 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 either of the Promoter business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stop making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum within 45 (forty-five) days of receiving the termination notice subject to the Allottee shall prior to receipt of refund on the above account from the Promoter, at their own costs and expenses, execute all necessary cancellation related documents required by the Promoter. Provided That where an Allottee do not intend to withdraw from the said Project or terminate the Agreement, they shall be paid by the Promoter, interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoters to the Allottee within 45 (forty-five) days of it becoming due.

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 Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

- (i) In case the Allottee fail 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 Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate of the then prime lending rate of the State Bank of India plus two percent (2%) thereon per annum from the date of default till actual payment is made;
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to Para 7.5 above, be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated.

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

The Promoter, on receipt of Total Price of the Apartment as per Para 1.2.1 of this Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with the pro rata share in the Common Areas of the Project within 3 months from the date of issuance of the occupancy certificate and/or the completion certificate, as the case may be, to the Allottee.

However, in case the Allottee fail to deposit the stamp duty and/or registration charges and/or other costs within the period mentioned in the notice, the Allottee authorize the Promoter to withhold registration of the conveyance deed in their favour till payment of stamp duty, registration charges and other costs to the Promoter is made by the Allottee. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all loss damage costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

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

- i) The Promoter shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the Association of Allottee subject to its formation and registration upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Clause 1.2.2 on the basis that the Association shall be formed within a period of 90 days from the date of Completion Certificate.

- ii) In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.
- iii) During the interim maintenance period between obtaining of the completion certificate of such Project and formation, registration and operationalization of the Association the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.
- iv) The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on “pay by use” basis ,if any.
- v) The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts, staircases, AMC’s etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
- vi) The Rules/Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottee are bound to follow the same.
- vii) After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.
- viii) The Common Areas of the said Project shall be handed over to the Association upon formation of such association (the “Association”).
- ix) The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.
- x) The Promoter shall at an appropriate time within a maximum period of 30 days from the date of completion certificate of the said Project notify the detailed scheme of formation of the Association to the Allottee (as also to all other Allottee of other apartments of Project) in accordance with applicable laws so as to enable them to constitute/form such Association.

- xi) As and when any plant and machinery, including but not limited to, DG sets, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the project on pro-rata basis as specified by the Association. The Promoter and upon formation the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee agree to abide by the same.
- xii) The Allottee has also agreed to perform and observe terms and conditions covenants stipulations and obligations for the use and occupation of the said apartment which will appear in detail in the Agreement for Facility and Maintenance charges to be executed at or prior to the commencement of liability.

## **12. DEFECT LIABILITY:**

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, save those as mentioned in clause 12.2 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Project Manger failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.
- 12.2 The Promoter shall not be liable to rectify any defect occurring under the following circumstances:
- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - iii) If there are changes, modifications or alterations in doors, windows or other related items, after said possession unto the Allottee, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

- iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

12.3 The liability of the Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter and further provided that the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottee and/or of/by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc. And further provided that no steps have been/or taken by the Promoter of its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

12.4 Where the manufacturer warranty as shown by the Promoter to the Allottee end before the defect liability period and such warranties are covered under the maintenance of the said Apartment wing and if the annual maintenance contracts are not done/renewed by the Allottee, the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper

working condition to continue warranty in all the Apartments and the Common project amenities and facilities wherever applicable. The Allottee have been made aware and the Allottee expressly agree that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20\* C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

- 12.5 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that the right to use of Common Areas and Facilities shall be subject to timely payment of maintenance charges, as determined and thereafter billed by the Promoter/Association of Allottees or any maintenance agency appointed by any of them and adherence/ performance by the Allottee to all 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 of Allottee shall have the right of unrestricted access of all Common Areas, garages/covered parking and open parking spaces for providing necessary maintenance services and the Allottee agree to permit the Association of Allottee and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during 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, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire lighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.



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

- 16.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said 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 said 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 said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes 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.
- 16.2 The Allottee further undertake, assure and guarantee 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 said Project, Buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said Apartment.
- 16.3 The Allottee shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee and/or maintenance agency appointed by Association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4 The Promoter shall make provisions only for two service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. The Allottee (as also other Apartment owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated two service providers to all the Apartments.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project.

**18. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structures anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities which shall be approved by the competent authority (ies) and disclosed, except for minor changes or alterations as may be necessary due to architectural or structural reasons or as may be mutually agreed to or permitted in accordance to applicable laws.

Provided that the Promoter shall have a right to make further additions or to put up additional floors subject to approval of the competent authority as per the applicable statute.

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

After the Vendor/ Promoter execute this Agreement they shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who have taken or agreed to take such Apartment.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions and other lenders, the Vendor/ Promoter may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof and the Allottee hereby consent to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Vendor/ Promoter assure to have the said Apartment released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to their making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Apartment free of all such mortgages and charges created by the Vendor/ Promoter.

**20. APARTMENT OWNERSHIP ACT:**

The Promoter have assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the West Bengal Apartment Ownership Rules, 1974. The Promoters will show compliance of various laws/regulations as applicable in West Bengal including the West Bengal Housing Industry Regulation Act, 2017 and the Rules framed thereunder.

**21. BINDING EFFECT:**

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

Provided 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 Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

**212 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 by written consent of the parties.

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

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

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

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

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 WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in the said 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 said Project.

**28. FURTHER ASSURANCES:**

All 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 Vendor/Promoter through its authorized signatory, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Vendor/Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub Registrar at Alipore and Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

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

For the Promoter:  
KIC RESOURCES LIMITED  
35/1A, Garha Road,  
Kolkata-700 019.

For the Allottee:

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

**31. JOINT ALLOTTEE:**

That in case there are joint Allottee all communications shall be sent by the Promoter to the Allottee 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 Allottee.

**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.

**34. MISCELLANEOUS:**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Promoter and Allottee to be respectively paid, observed and performed, as the case may be.

- 34.1 The Allottee prior to execution of the Deed of Conveyance nominates their provisionally allotted said Apartment unto and in favour of any other person or persons their place and stead, the Allottee may do so subject to payment of the sum mentioned in Clause 1.3.i.

The Allottee admit and accept that before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

**Allottee to Make Due Payments:**

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

**Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

- 34.2 The Allottee agree and understand that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Apartment exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in **Part II** of the **Schedule A** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.

- 34.3 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the Agreement between the Allottee and the Bank/ financial institution, subject however the Promoter being assured of all amounts being receivable for sale and transfer of the said Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
- 34.4 In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.
- 34.6 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Part IV** of the **Schedule A**.
- 34.6 The right of the Allottee shall remain restricted to their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the said Project.
- 34.7 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the said Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.8 The Promoter will not entertain any request for modification in the internal layouts of the Apartment of the Building. In case the Allottee desire (with prior written permission of the Promoter) to install some different fittings /floorings on their own within the said Apartment, they will not be entitled to any reimbursement or deduction in the value of the said Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee access to the Apartment prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

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

34.10 The cost of such maintenance will be paid/borne by the Allottee from the date of obtaining Completion Certificate/Occupancy Certificate till handover of maintenance of the said Project to the Association of Allottee and thereafter to the Association of Allottee. Maintenance Expenses shall mean and include all the following expenses for the maintenance, management, upkeep and administration of the Common Areas and Common Amenities and Facilities, Installations and for rendition of services in common to the Allottee and all other expenses for the common purposes to be contributed borne paid and shared by the Allottee of the said Project including those mentioned in **Part VII Schedule A** hereunder written.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, terrace, including the exterior or interior (but not inside any Apartment) walls of the New Building.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building save those separately assessed for the said Apartment of Allottee.
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.

- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

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

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

- a. Co-operate in the management and maintenance of the said Project.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association of Allottee, after the same is formed, for the beneficial common use and enjoyment of the common areas and common amenities and facilities provided in the said 'Project'.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association of Allottee including the GST.
- d. The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).
- e) The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ SBI Prime Lending Rate plus 2% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association of Allottee as the case may be, shall be entitled to take the following measures and the Allottee hereby consent to the same:
  - i) to discontinue the supply of electricity to the "Said Apartment".
  - ii) to disconnect the water supply.



- iii) not to allow the usage of lifts, either by Allottee, their family members, domestic help and visitors.
  - iv) to discontinue the facility of DG Power back-up
  - v) to discontinue the usage of all common amenities and facilities provided in the said Project to the Allottee and his family members/guests.
- f. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association of Allottee to realize the due amount from the Allottee.
- g. The Allottee shall use the said Apartment for residential purpose only.
- h. The Allottee shall use all path, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by Promoter or the Association of Allottee, upon formation, in writing.
- i. The Allottee shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- j. The Allottee shall not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Project and/or the adjoining building.
- k. The Allottee shall not place or cause to be placed any article or object in the common area.
- l. The Allottee shall not injure, harm or damage the Common Area or any other Apartments in the said Project by making any alterations or withdrawing any support or otherwise.
- m. The Allottee shall not park any vehicle 2/4 wheeler, in the said Project, unless the facility to park the same is obtained and/or acquired by Allottee.
- n. The Allottee shall not make any addition, alteration in the structure of the Building, internally within the Apartment or externally within the said Project and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the Building / elevation, duly approved and finalized by the architect of the said Project.
- o. The Allottee shall not slaughter or permit to be slaughtered any animal and/or bird nor do any act and/or deed in violation of any provision of the Prevention of Cruelty to Animals Act, 1960.
- p. The Allottee shall not keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said Project.

- q. The Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter/Association of the Allottee differs from the colour scheme of the building or deviation or which in the opinion of the Promoter/Association of Allottee may affect the elevation in respect of the exterior walls of the said Project.
- r. The Allottee shall not use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- s. The Allottee shall not use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- t. The Allottee shall not let out or part with possession of the Car Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns a Apartment in the Project and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- u. The Allottee shall not encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment in favour of the Allottee.
- w. The Allottee shall strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project.
- x. The Allottee shall ensure that all interior work of furniture, fixtures and furbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottee.

34.13 **ELECTRICITY SUPPLY:**

In case CESC Ltd. decides not to provide individual meters to the Buildings and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-meters to the Allottee upon payment by them of the proportionate security deposit payable to CESC Ltd./any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by CESC Ltd./any other electricity supply agency from time to time and all Allottee shall, at all times, be liable to proportionately pay such revision/replenishment to CESC Ltd./ any other electricity supply agency, as per the norms of CESC Ltd./any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

34.14 **ADDITIONAL WORK AND FACILITY:** In the event of providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the occupants of the said Project, the benefit whereof would be for the Allottee, or the said Apartment, the Allottee shall be liable to make payment of the proportionate share in respect thereof to the Promoter and the same shall form part of the common facilities. However, whether such additional facilities or amenities are to be provided for will be entirety at the sole discretion of the Promoter and the Allottee hereby consent to the same.

34.15 **PAYMENT OF TOTAL PRICE AND EXTRAS PRIOR TO POSSESSION:** The Allottee agrees and covenant not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee has paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Apartment.

35. **ALLOTTEE AWARE OF AND SATISFIED WITH COMMON AMENITIES AND FACILITIES AND SPECIFICATIONS:**

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

The Allottee shall not have any right to use or access the area/pathway constructed in front of the commercial space, however if required for any emergency purpose or repairing of the building in that event the Association of the building shall have the unrestricted and uninterrupted right to access the area/pathway constructed in front of the commercial space.

36.1 **ALLOTTEE TO MUTATE AND PAY RATES & TAXES:**

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of KMC or the concerned authority, within 90 (ninety) days from the date of executing conveyance deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said Apartment is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admit and accept that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

36.2 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Apartment) nor do anything whereby the construction or development of the building or the said Project or the sale or transfer of the other Apartment in the said Project is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee, the Promoter is restrained from construction of the Building and/or transferring and disposing of the other Apartments therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Promoter.

36.3 The Allottee shall not nor be entitled to ask, demand or seek delivery of possession of the said Apartment so long the Allottee has not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of their obligations and covenants herein contained.

37. **INDEMNITY:**

The Allottee shall keep the Vendor/Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee' covenants and/or any of the terms herein contained.

**37.1 NO CREATION OF ENCUMBRANCE:**

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

**37.2 DOCUMENTATION FOR LOAN:**

The Promoter shall provide to the Allottee all available documents so that the Allottee may get loan from banks and financial institutions, if required by the Allottee.

**38. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:**

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter keeping in mind any extant/proposed laws, rules and regulations. The Allottee agrees to render all co-operation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

**SCHEDULE A****PART I  
(SAID PREMISES)**

ALL THAT land measuring an area of 16 Katha be the same a little more or less lying and situated at municipal Premises No. 20, Canal Street, P.S. Entally, Ward no:- 055, Kolkata-700014, under the Kolkata Municipal Corporation and is butted & bounded in the following manner :-

**On the North:**Partly by Municipal land and partly by Premises No. 19, Canal Steet.

**On the South:**Premises No. 9, Convent Road,

**On the East:**Partly by Premises No. 19, Canal Street and partly by Canal Street,

**On the West:**Premises No. 9, Convent Road.

**Part-II  
(Said Apartment)**

**ALL THAT** the **Apartment No.....**containing a carpet area of ..... **Sq. ft.**, **balcony/varandah area of .....** **sq.fts.** be the same a little more or less, and Super Built-up area for registration of Deed of Conveyance is..... **Sq. ft.** be the same a little more or less on the ..... **Floor** of the building

known as “**KAASHI ENCLAVE**” 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 I** of the **Schedule-A** 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 V** and **Part VI** of the **Schedule A** hereunder written.

**(PART III)**  
**(CAR PARKING SPACE)**

**ALL THAT** the right to park ..... Car in the Covered Car Parking Space within the project.

**Part-IV**  
**(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
Master Bedroom	:	Vitrified tiles
Other Bedrooms	:	Vitrified tiles
Balcony & Utility	:	Antiskid ceramic tiles
Kitchen	:	Antiskid ceramic tiles
  - c. **Toilets (Flooring):**  
Antiskid Ceramic tiles flooring.  
Glazed / Ceramic tiledado up to door frame level.
2. **Toilets:**  
Hot and cold Single lever basin mixer for all the toilets.  
Single lever with CP shower units in bath area for all the toilets.  
All of reputed make.
3. **Doors:**  
Main door-flush door with one side lamination.  
All other doors made of flush shutters.
4. **Windows:**  
Aluminium sliding windows.  
Ventilators for toilets.
5. **Painting:**  
Exterior finish with weather coat paint or any other material as decided by the Architect.  
Internal walls and Ceilings with putty/Gypsum coating.

**6. Electrical:**

- One TV point in the living room & Master bedroom.
- Fire resistant electrical wires of Reputed brand.
- Electrical Modular switches of Reputed make.
- Intercom point in living area.
- Air condition point in all bedroom & living room.

**PART -V****(COMMON AREAS)**

1. Main gates to the New Building;
2. Ultimate roof:
3. Concealed electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
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 - VI****(COMMON AMENITIES AND FACILITIES)**

1. Electrical installations and main switches and meter room.:
2. Intercom facility from each apartment to the security room.
3. Automatic passenger lift of Otis/Shrijan make.
4. Emergency power back-up for common amenities, 1500 Watts for 3BHK and 1000 Watts for 2BHK apartments for electrical fittings.
5. A CCTV camera will be installed in the Lobby/ Security Room /Periphery Vital Points.
6. Fire fighting installations.

**PART VII****(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 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 and/or the Maintenance in charge for the common purposes.

### **SCHEDULE -B**

#### **Floor plan of the Apartment**

### **SCHEDULE C** **PAYMENT PLAN**

The Total Price shall be paid by the Allottee in the following manner:



**INWITNESS WHEREOF** the parties hereto have executed these presents on the day month and year first above written.

**SIGNED AND DELIVERED** by the  
**VENDOR/PROMOTER** in the presence of :

**SIGNED AND DELIVERED** by the  
**ALLOTTEE** in the presence of :