

**THIS AGREEMENT FOR SALE** made on this ..... day of ..... Two Thousand .....

**BETWEEN M/S. KOLKATA HEIGHTS PRIVATE LIMITED** (PAN AAECK4263A), a company incorporated under the Companies Act, 1956 and is an existing Company within the meaning of Companies Act, 2003 and having its registered office at 9A, Lord Sinha Road, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata-700071, hereinafter referred to as the **PROMOTER** (which term or expression shall unless excluded by or repugnant to subject or context be deemed to include its successor or successor-in-interest and/or assigns) of the **FIRST PART AND .....** (**PAN-.....**),  
 \_\_\_\_\_, residing at  
 \_\_\_\_\_, hereinafter called "the **ALLOTTEE(S)**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/its/their heirs executors administrators and legal representatives and assigns) of the **SECOND PART**.

The Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

#### **INTERPRETATIONS/ DEFINITIONS:**

For the purpose of this agreement for sale, unless the context otherwise requires,-

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XL1 of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018;
- (c) "**Regulation**" means the Regulation made under the West Bengal Housing Industry Regulation;
- (d) "**Section**" means the section of the Act.

#### **WHEREAS THE PROMOTER DECLARES THAT,-**

- A. (1) COMPANION TRADERS PRIVATE LIMITED (2) COMPASS VINIMAY PRIVATE LIMITED (PAN AABCC1563A), (3) BRIGHTEX MERCHANTS PRIVATE LIMITED (4) CITILINE VYAPAAR PRIVATE LIMITED (5) APURVA COMMOTRADE PRIVATE LIMITED (6) ANJANI

MARKETING PRIVATE LIMITED (7) AJANTA DEALERS PRIVATE LIMITED (8) KUSUM AGENTS PRIVATE LIMITED, (9) LAXMI TRADECON PRIVATE LIMITED, (10) MILESTONE DISTRIBUTORS PRIVATE LIMITED, (11) NEPTUNE DEALERS PRIVATE LIMITED, (12) NUTSHELL MARKETING PRIVATE LIMITED, (13) ORACLE COMMERCE PRIVATE LIMITED, (14) PURBASHA MERCHANTS PRIVATE LIMITED, (15) GENTEX COMMERCE PRIVATE LIMITED, (16) JETAGE VINIMAY PRIVATE LIMITED (PAN AAACJ8536D), (17) SYMPHONY COMMODITIES PRIVATE LIMITED, (18) SOLIDEX VINIMAY PRIVATE LIMITED, (19) FRONTRADE VINIMAY PRIVATE LIMITED, (20) GOODWIN SALES AGENCY PRIVATE LIMITED, (21) GOODWILL VINIMAY PRIVATE LIMITED(PAN AABCG1450C), (22) FINETRADE SALES AGENCIES PRIVATE LIMITED, (23) GENTEX TRADING PRIVATE LIMITED, (24) INTEGRAL VINIMAY PRIVATE LIMITED, (25) DIGNITY TRADERS PRIVATE LIMITED, (26) GAINWELL SUPPLIERS PRIVATE LIMITED, (27) ULEKH SALES AGENCY PRIVATE LIMITED, (28) S N TOWERS PRIVATE LIMITED, (29) NATURAL TOWERS PRIVATE LIMITED, (30) LORDSINHA PROMOTERS PRIVATE LIMITED, are the absolute and lawful Owners of inter alia **ALL THAT** a portion of land measuring 20 Bigha 4 Kottah 3 Chittack 24 Square Feet more or less out of total Land situated at Mouza Madurdaha owned by Owners being premises No. 761, Madurdaha Road, Kolkata-700105 within Ward No. 108 of Kolkata Municipal Corporation (hereinafter referred to as the said .....).

- B. The said land is earmarked for the purpose of Housing Development of a (commercial/residential/any other purpose) project, comprising of multistoried apartment buildings and Car Parking Space and the said project shall be known as 'UTOPIA'.
- C. The Owners by a registered Development Agreement duly appointed the Promoter herein as Promoter to develop the said Project in the terms and conditions as mentioned therein. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated ..... bearing no. ....;
- E. The promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the project and also for the apartment, Flat or building, as the case may be from Kolkata Municipal Corporation. The promoter agrees and undertakes that it shall not

make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

- F. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ 2018 under registration no. \_\_\_\_\_ .
- G. The Allottee had applied for an apartment in the Project vide application no. .... dated ..... and has been allotted apartment no. .... having carpet area of ..... square feet, type ....., on .... floor in [tower/block/building] no. .... ("Building") along with garage/covered parking no. .... admeasuring ..... square feet in the ..... being demarcated portion as the flat, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);
- H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. [Please enter any additional disclosures/details];
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the

Allottee hereby agrees to purchase the [Apartment/Flat] and the garage/covered parking (if applicable) as specified in para G.

**NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:**

**1. TERMS :**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [Apartment / Flat] as specified in para 'G'

1.2 The Total Price for the [Apartment/ Flat] based on the carpet area is Rs. .... (in words Rupees..... only) ("**Total Price**") (Give break-up and description):-

Block/ Building/Tower no.....	i)	Rate of Apartment	Rs. ....
Apartment no. ...		(i.e. @ .... per Sq.Ft.)	
Type.....	ii)	Cost of common areas	Rs. ....
Floor.....	iii)	Cost for preferential location charges	Rs. ....
	iv)	Cost of exclusive balcony/verandah area	Rs. ....
	v)	Cost for exclusive open terrace area	Rs. ....
		+ G.S.T.	Rs. ....
	vi)	Cost for internal development	Rs. ....
	vii)	Cost for external development	Rs. ....

	viii) For laying down and providing electric connection	Rs. ....
	ix) For fire fighting equipment for common area	Rs. ....
	x) For maintenance charges for one year	Rs. ....
Total Price (in Rupees)		

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
	+ G.S.T.
Total price (in Rupees)	-----

**Explanation :**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment / Flat.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Flat to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - (iv) The Total Price of Apartment/ Flat includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Flat and the Project.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority 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(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 The allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 7% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Flat/building, as the case may be, without the previous written consent of the Allottee(s) 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(s), or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate or such other certificate by whatever name called issued by the Competent Authority is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is



any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this agreement.

1.8 Subject to para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Flat as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Flat;
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price 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, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Flat and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Flat, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with ---  
----- garage/ covered parking shall be treated as a single indivisible Apartment for all

purposes. It is agreed that the Project is an independent , self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

- 1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including 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 Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/dues 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.
- 1.11 The Allottee has paid a some of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment/ Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Flat as prescribed in the payment plan at Schedule C as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable)] in favor of -----  
----- payable at ----- .

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

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 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or 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, approval which would enable the Promoter to fulfill its 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 statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under 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 Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Flat applied for

herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

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

5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/ Flat to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Flat and accepted the floor plan, payment plan and the specification, amenities and facilities attached along with this Agreement 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 approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by The West Bengal Municipal Act 1993 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT / FLAT:**

- 7.1 **Schedule for possession of the said Apartment of Flat** – The Promoter agrees and understands that timely delivery of possession of the Apartment/ Flat to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on----- unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/ Flat.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ Flat, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees,

as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Flat, as the case may be, to the Allottee at the time of conveyance of the same.

**7.3 Failure of Allottee to take possession of Apartment/ Flat-** Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee(s) shall take possession of the Apartment/ Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Flat to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

**7.4 Possession by the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Flat to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of Allottees or the competent authority, as the case may be as per the local laws.

Provided that, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

**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 is being developed or has been developed, in the manner as provided under the Act and the claim for the 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/ Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his 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 wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/ Flat, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

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

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

- (i) The Owners has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Allottee(s) has taken inspection of all the title deeds, Record of Rights, other documents and plans and has made all necessary searches and is (are) fully satisfied about the plan and title of the Promoter/Owners in respect of the said Premises. The Allottee(s) shall not be entitled to and agree not to raise any objection and/or make any query with regard thereto.

- (iii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the said Land or the Project;
- (v) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, building and Apartment/Flat and common areas;
- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (viii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Flat to the Allottee(s) in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Flat to the Allottee(s) and the common areas to the Association of Allottee(s) or the Competent Authority as the case may be Maintenance Society;



- (xi) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the said Property;
- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said land to the competent authorities till the completion certificate has been issued and possession of the Apartment/Flat 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 allottees or the competent authority;
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-
- (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment/ Flat, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the payment plan annexed thereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the

Promoter may cancel the allotment of the Apartment/ Flat in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

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

The Promoter, on receipt of Total Price of the Apartment/ Flat as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment/ Flat together with proportionate indivisible share in common the areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

Provided that, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

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

The Promoter shall be responsible to provide and maintain the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment/Flat.

**12. DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be

the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

**14. USAGE:**

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

**15. COMPLIANCE WITH RESPECT TO THE APARTMENT/ FLAT :**

- 15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building or the Apartment/ Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/ Flat, and keep the Apartment/ Flat, 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.

15.2 The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face façade of the building or anywhere on the exterior of the Project, buildings therein or common areas. The Allottees shall also not change the color 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/ Flat 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 Apartment/ Flat.

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

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

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

17. **ADDITIONAL CONSTRUCTIONS:**

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

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such

mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment.

19. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the allottees that the project in its entirety is in accordance with the provisions of The West Bengal Apartment ownership Act 1972).

20. **BINDING EFFECT :**

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

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND :**

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

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

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

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

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan mentioned in this Agreement 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 precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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

25. **SEVERABILITY:**

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

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

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

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION :**

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

29. **NOTICES:**

All the 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:-

M/s. KOLKATA HEIGHTS PRIVATE	Allottee(s) name
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LIMITED	
Address: 9A, Lord Sinha Road, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata-700071	Address.....

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

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

Any application, letter, allotment letter, agreement or any other document signed by the allottee, in respect of the apartment, Flat or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, Flat or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act, the rules or the regulations made thereunder.

**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, rules and regulations made thereunder including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION :**

All or any dispute arising out of 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 discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

*Please affix  
photographs  
and sign  
across the  
photograph*

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at .....( city/town name) in the presence of attesting witness, signing as such on the day first above written.

*Please affix  
photographs  
and sign  
across the  
photograph*

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE-'A' - DESCRIPTION OF THE APARTMENT AND TILE  
GARAGE/COVERED PARKING (IF APPLICABLE) ALONG  
WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

*Please affix  
photographs  
and sign  
across the  
photograph*

Name of Scheme and City	Premises No.	Area (in meters)
"UTOPIA" at Kolkata	Premises No. 761, Madurdah Road, Kolkata – 700 105.	Flat/Apartment No. .... On ..... Floor Area ..... Square Feet Open/Covered Car Parking Space ..... Nos.

2- The piece and parcel of the Flat of land in site is bounded on the :-

In North ..... In  
South ..... In  
East .....  
In West .....

And measuring

North to South .....

East to West .....

3- Latitude/ Longitude of the end points of the Project

In North ..... In  
South ..... In  
East .....  
In West .....

4- Other details of the location of the Project

.....  
.....

5- Location Map

**SCHEDULE-'B' - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE- 'C' - PAYMENT PLAN****PART - I**

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

(i)	Consideration money for the Allottee's said Apartment/Unit along with the Car Park(s), if and as mentioned in the hereinabove written <b>(Apartment Price)</b>	Rs.	_____/-
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**(Rupees \_\_\_\_\_)**

**Note:** It is expressly agreed that all Service Tax / GST as be applicable and payable on construction of the Said Apartment/Unit from time to time shall be borne paid and discharged by the Allottee with each installment.

*PART-II*  
**(Installments)**

The amount mentioned hereinabove shall be paid by the Allottee to the Promoter in cheque drawn in the name of "**Kolkata Heights Private Limited**" as follows:

Sr. No.	Particulars	Amount (Rs.)
(i)	Payable on or before the execution of these presents	_____/-
(ii)	Payable on commencement of Pilling	
(iii)	Payable on completion of Pilling	_____/-
(xxiii)	On or before the Date of Commencement of Liability or completion of sale whichever be	_____/-

	earlier; Notice of Fit out	
	<b>TOTAL (Rs.)</b>	_____-/-

**(Rupees \_\_\_\_\_)**

**PART -II**

**Additional Costs**

Following additional costs at the time of execution of this Agreement :

1. Rs. ....../- for service tax.
2. Maintenance charges @ Rs. \_\_\_\_\_ /- per sq. ft. for one year in advance.
3. In case if Generator connection is provided as follows:-
  - a) For 2 BHK flat – 1 KVA                      Rs. 10,000/-
  - (b) For 3BHK flat – 1.5 KVA
  - (c) For 4 BKH flat – 2 KVA.

The charges will be @Rs.10000 per KVA which the Allottee will pay before taking possession.
4. Municipal Taxes for one year in advance.
5. Legal charges of the duly appointed Project Advocate Awani Kumar Roy, Advocate of 10, Kiran Shankar Roy Road, First Floor, Kolkata – 700 001.
6. Towards stamp duty and registration, legal and Misc. charges as may be applicable.

7. Sales tax, GST, Service tax, works contract tax, VAT, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with construction or transfer of the said Apartment/Unit in favour of the Allottee.
8. Charges levied by the Promoter for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said Unit/Apartment including the costs, charges and expenses for revision of the Plans to the extent if relates to such changes, additions, alterations or variation.

In addition to the above the Allottee(s) hereby also agrees to pay to the Promoter for extra/additional works and/or facilities to be done and/or provided as per requirement of the Allottee(s).

**SCHEDULE- 'D' - SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/ FLAT)**

**1. Specifications**

- Structure: R.C.C. framed structure, standard brickwork & plaster.
- Flooring: Vitrified flooring with 4" skirting.
- Doors: Good quality flush doors
- Widows: Aluminium sliding widows with glass panel.
- Kitchen: Kitchen with Granite slab & 2 feet dado above the platform and stainless steel sink shall be provided.
- Toilet: Western type commode (with colour in both toilets), white wash basin in common toilet, adequate water connection, geyser point in one toilet with C P fittings of Essco or equivalent brand, 6 feet dado above the skirting.
- Staircase: Staircase will be of Marble & lobby will be of designer vitrified tiles.

Water supply: Suitable electric pump will be provided for 24 Hrs steady water supply.

Electrical: AC point in master bedroom. Fire resistant concealed branded switches PVC conduit pipe & sufficient power points.

**SCHEDULE- 'E' - SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/ UNIT)**

- (a) Entrance and exit gates of the said Premises
- (b) Paths passages driveways and ramps in the said Premises other than those reserved by the Owners and/or the Promoter for their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Owners and/or the Promoter for exclusive use of any Co-Owners.
- (c) Tugged up Entrance Lobby in the Ground Floor of the Building.
- (d) For each block two staircases with full and half landings and with stair covers on portions of the ultimate roof.
- (e) Ultimate roof of the building with decorations and beautification.
- (f) Residents' Club with well-equipped gymnasium, Steam, Games Room, Meditation/ Yoga area, Creche.
- (g) For each Block there will be 2 (two) lifts and a Service Lift alongwith lift shafts and the lobby in front of it on typical floors and with lift machine room and stair cover on the roof.
- (h) Elecrical installations with main switch and meter and space required therefore in the building.
- (i) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s for the same.
- (j) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the Common Areas, for operation of lifts and water pump and for supply of power in the Said Unit to the extent of quantum mentioned herein and/or in the other units during power failure.



- (k) Underground Water reservoir.
- (l) Water pump with motor and with water supply pipes to the overhead water tanks for each block and with distribution pipes therefrom connecting to different Apartments.
- (m) Ion removal plant.
- (n) Water waste and sewerage evacuation pipes from the apartments to drains and sewer common to the Building and from there to the municipal drain.
- (o) Fire fighting system.
- (p) Fire pump room.
- (q) Security Room for darwan / security guards in the ground floor of the building.
- (r) Driver's waiting area.
- (s) Common toilets in the Ground Floor.
- (t) Requisite arrangement of Intercom/EPABX with connections to each individual apartment from the reception in the ground floor.
- (u) CCTV camera to be installed in the entrance lobby at the ground floor and first floor of the buildings.
- (v) Swimming pool and Kids pool at the podium level.
- (w) Air-conditioned community hall on the first Floor of the building.
- (x) Garden space at the podium level.
- (y) Boundary walls.

PART-II

**(Period of construction of Apartment/Unit)**

The Apartment/Unit described in the **SECOND SCHEDULE** hereinabove written shall be constructed and completed within **February 2021**, with a grace period of 6 (six) months.

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*DATED THIS DAY OF 2018*

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**BETWEEN**

**KOLKATA HEIGHTS PRIVATE LIMITED**  
**... PROMOTER**

**AND**

---

**... ALLOTTEE**

**AGREEMENT**

(Apartment No ..... on the \_\_\_\_\_ side of the  
\_\_\_\_\_ Floor in the \_\_\_\_\_ Block of the building  
**"UTOPIA")**

**AWANI KUMAR ROY**  
Advocate  
10, Kiran Shankar Roy Road  
Kolkata - 700 001.