

**ANNEXURE-A**

[See rule 9]

**Agreement for Sale**

**THIS AGREEMENT FOR SALE (AGREEMENT)** executed on this.....day  
of.....Two Thousand Twenty Five (2025);

**BY AND BETWEEN**

**M/S. VINIMAY PVT. LTD. (PAN: AAXXXXXX7K)**, a company incorporated under the Indian Companies Act, 1956 and 2013, having its registered Office at 15B, Kalakar Street, P.O. Kalakar Street, P.S. Posta, Kolkata - 700007, represented by its Director, **SRI SUNIL KUMAR AGARWAL (PAN: AD XXXXXX0C, AADHAR No. 5721 XXXX 6402)**, s/o Late Ram Pratap Agarwal of 55, Bangur Avenue, Block - D, P.O. Bangur Avenue, P.S. Lake Tovin, Kolkata - 700055, District - 24 Parganas (North), hereinafter referred and called to as the **“OWNER/VENDOR”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representatives, administrators and/or assigns) of the **FIRST PART**. The Owners of the First Part are represented by their constituted Attorney **M/S. SK KARMA CONSTRUCTION PVT. LTD., (PAN: AB XXXXXX88)**, a Private Limited Company, represented by its Directors, **1. SRI KOUSICK GUPATA (PAN AL XXXXXX3A, AADHAR No. 7471 XXXX 0857, Mob. No. 9836993859)**, s/o Sri Arjun Gupta and **2. SMT. SUSAMA GUPTA (PAN AD XXXXXX8C, AADHAR No. 2178 XXXX 8005, Mob. No. 8777079816)**, w/o Sri Arjun Gupta, having its registered office at 68/C, Narkeldanga Main Road, P.O. Kankurgachi, P.S. Phoolbagan, Kolkata - 700054, by virtue of Development Power of Attorney was registered at the office of the Additional District Sub Registrar Sealdah and recorded in Book No. I, Volume No. 1606-2020, Pages from 70600 to 70621, Being No. 160601535 for the year 2020 and thereafter a Supplementary Power of Attorney in favour of the Developer vide Power of Attorney dated 28<sup>th</sup> June, 2024, registered at the office of Additional District Sub Registrar Sealdah, recorded in Book No. I, Volume No. 1606-2024, Pages from 79011 to 79033, Being Deed No. 160602585 for the year 2024.

**A N D**

**M/S. SK KARMA CONSTRUCTION PVT. LTD., (PAN: AB XXXXXX88)**, a Private Limited Company, represented by its Directors, **1. SRI KOUSICK GUPATA (PAN AL XXXXXX3A, AADHAR No. 7471 XXXX 0857, Mob. No. 9836993859)**, s/o Sri Arjun Gupta and **2. SMT. SUSAMA GUPTA (PAN AD**

**XXXXXX8C, AADHAR No. 2178 XXXX 8005, Mob. No. 8777079816), w/o** Sri Arjun Gupta, having its registered office at 68/C, Narkeldanga Main Road, P.O. Kankurgachi, P.S. Phoolbagan, Kolkata - 700054, hereinafter called and referred to as **"DEVELOPER/PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees), of the **OTHER PART**.

### A N D

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

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

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

The Promoter and Allottee shall hereinafter collectively be referred to as the "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 XLI of 2017).
- b) “Rules” Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) “Regulation” means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.
- d) “Section” means a section of the Act.

## **WHEREAS**

- 1. ORIGIN OF OWNERSHIP :** One Jaharlal Pal alongwith Dipika Pal, widow of Motilal Pal and two sons of Motilal Pal namely Sudip Kumar Pal and Tridib Kumar Pal conjointly by executing and registering a Deed of Sale on 07.05.2003 had transferred by way of sale the land with one storied structure at premises no. 8/5, Suren Sarkar Road and 8/4B, Suren Sarkar Road, in favour of Todays Abasan Pvt. Ltd., represented by Siddhartha Nag and the said concern on the strength of the Deed of Sale, registered at the office of Additional District Sub Registrar, Sealdah, South 24 Parganas, recorded in Book No. I, Volumne: 45, Page: 163 – 174, being Deed No. 0776, for the year 2006 became the sole owner of the aforesaid land and structure of the aforesaid two premises.
- 2. CREATION OF MORTGAGE, LOAN DEFAULT, AND AUCTION :** The said Siddhartha Nag subsequently became the Proprietor of M/s. Landmark Construction Ltd. upon dissolution of his previous firm namely Todays Abasan Pvt. Ltd. had intended to avail financial assistance from the Central Bank of India and upon negotiation, the said bank had sanctioned loan of good amount of money in favour of said firm M/s. Landmark Construction Ltd., represented by Mr. Siddhartha Nag but the said concerned. to say the Proprietor of the said

firm upon availing of loan of good amount of money did not repay the amount of loan with interest to the said bank and accordingly the said bank did not find any option before them but to initiate one proceeding under the Surficie Act and U/s 12 and 13 of the said Act acquired the aforesaid two premises. Thereupon the Proprietor of M/s Landmark Construction Ltd. Mr. Siddhartha Nag challenged the said order of acquisition before the Debt Recovery Tribunal-I at Calcutta being SA No.64 of 2011. The said case ultimately was dismissed by the Debt Recovery Tribunal and at the time of passing order of dismissal in the said case, the Judges of the said Tribunal had afforded opportunity to Siddhartha Nag for payment of the total amount as was lying due upto the date of passing of the said order alongwith interest within a specified time but the Proprietor of the said concern Siddhartha Nag did not comply with the said order and accordingly the said two premises were put into auction sale by the Central Bank of India, a Body Corporate doing banking business and constituted under the Banking Company (Acquisition & Transfer Undertaking Act 1970) having his Head Office at Chandar Mukhi Nirman Point, Mumbai-400021 and having its Zonal Office at 33, Netaji Subhas Road, Kolkata and when the said Bank had put the said two premises into auction sale under and by virtue of the said auction sale one M/s. Sajili Vinimay Pvt. Ltd. represented by its Director Sri Sunil Kumar Agarwal became the highest bidder and thereby his offer was accepted by the said Bank Authority and thereby in the auction sale, said bank by execution and registration of a Sale Certificate on 25.01.2017 had transferred the aforesaid two premises in favour of M/s. Sajili Vinimay Pvt. Ltd.. The aforesaid two premises are premises no.8/5, Suren Sarkar Road and 8/4B, Suren Sarkar Road, Kolkata-700010 and simultaneously with the execution and registration of the said Sale Certificates had effect delivery of possession of the aforesaid two premises in favour of said Sajili Vinimay Pvt. Ltd.

3. **ACQUISITION AND OWNERSHIP OF THE PROPERTY BY M/S. SAJILI VINIMAY PVT. LTD. :** The said Sajili Vinimay Pvt. Ltd. thereby has become the sole and absolute owner of the aforesaid two premises being premises no. 8/5, and 8/4B, Suren Sarkar Road, having total land area **08 cottahs 09 chittaks 19 sq. ft.** with one storied structure measuring about 3000 sq. ft. in the aforesaid two premises.
4. **Development Agreement :** said M/S VINIMAY PVT. LT. the land owner entered into a Development Agreement with the Developer dated 15<sup>TH</sup> July 2020, registered at the office of the Additional District Sub Registrar Sealdah, recorded in Book No.I, Volume No.1606-2020, at Pages from 69235 to 69264, Being No.160601534 of 2020, over and in respect of Premises No. 8/5 and 8/4B, Suren Sarkar Road, Kolkata 700 010, under Police Station Beliaghata, under Ward No. 33, within the ambit of Kolkata Municipal Corporation District South 24 Parganas for construction of a new building containing residential flats and commercial units over and in respect of the morefully and particularly described in the **FIRST SCHEDULE**, written hereunder on certain terms and conditions mentioned therein.
5. **Development Power :** The said Owner under Development Power of Attorney dated 15.07.2020, was registered at the office of the Additional District Sub Registrar Sealdah and recorded in Book No. I, Volume No. 1606-2020, Pages from 70600 to 70621, Being No. 160601535 for the year 2020, empowered the Developer to do all necessary acts and deeds including sanction of building plan in order to develop the **SAID PROPERTY**, morefully and particularly described in the **FIRST SCHEDULE**, written hereunder and to sell, transfer and convey the respective units from the Developer's Allocation.
6. **Amalgamation :** By virtue of amalgamation, the aforesaid Premises No. 8/5 and 8/4B, Suren Sarkar Road, Kolkata 700 010, has been amalgamated and now known and numbered as Premises No. 8/4B, Suren Sarkar Road, Kolkata 700 010, being the new Assessee No.

110332200069, within the ambit of Kolkata Municipal Corporation District South 24 Parganas, and measure about **ALL THAT** piece and parcel of land admeasuring an area about **08 Cottah 09 Chittack 19 Sq. Ft (more or less)**, more or less, lying and situated at Premises No. 8/4B, Suren Sarkar Road, Kolkata 700 010, under Police Station Beliaghata, Kolkata 700 010, under Ward No. 33, within the ambit of Kolkata Municipal Corporation District South 24 Parganas, hereinafter referred to as the **SAID PROPERTY**, morefully and particularly described in the **FIRST SCHEDULE**, written hereunder.

- 7. Supplementary Development Agreement :** The said *M/s. Sajili Vinimay Pvt. Ltd.*, being the Owner, and the *Developer* herein, for the purpose of modification and revision of certain terms and conditions contained in the original Development Agreement dated 15th July, 2020, have mutually executed a Supplementary Development Agreement on the 28.06.2024, which was duly registered at the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 1606–2024, at Pages from 78028 to 78077, being Deed No. 160602565 for the year 2024.

By virtue of the said Supplementary Development Agreement, the *Owner* and the *Developer* have duly recorded and confirmed the amalgamation of the said two premises, being Premises No. 8/5 and 8/4B, Suren Sarkar Road, Kolkata–700010, into one composite premises now known and numbered as Premises No. 8/4B, Suren Sarkar Road, Kolkata–700010, within Ward No. 33 of Kolkata Municipal Corporation. Under the said agreement, necessary modifications were made in respect of the description of the amalgamated property, the allocation of built-up area, construction obligations, and other related matters, while all other terms and conditions of the original Development Agreement dated 15th July, 2020 remained unaltered and continued to be binding upon both the parties.



**8. Power of Attorney :** The said Owner executed Supplementary Power of Attorney in favour of the Developer vide Power of Attorney dated 28<sup>th</sup> June, 2024, registered at the office of Additional District Sub Registrar Sealdah, recorded in Book No. I, Volume No. 1606-2024, Pages from 79011 to 79033, Being Deed No. 160602585 for the year 2024.

- a. The Promoter has applied for sanction Plan before the said Kolkata Municipal Corporation and obtained sanction building plan being Permit No. 2024030054 dated 16.01.2025 by payment of necessary fees and charges and started construction by demolishing the existing structure thereon.
  - b. The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from Kolkata Municipal Corporation (Please insert the name of the concerned competent authority). 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.
  - c. The Promoter has applied to register the project under the provisions of the Act with the West Bengal REAL ESTATE REGULATORY AUTHORITY at West Bengal under RERA REGISTRATION NO. : \_\_\_\_\_dated \_\_\_\_\_.
- A. 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 under the name and style of '**KAVSH HEIGHTS**', along with garage/closed parking no. \_\_\_\_\_

admeasuring \_\_\_\_\_square feet in the \_\_\_\_\_[Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

- B. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- C. 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.
- D. 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;
- E. 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] and the garage/covered parking (if applicable).

**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 hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the [Apartment].

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

<b>Block/Building/Tower</b> <b>No.</b> _____ <b>Apartment No.</b> _____ <b>Type</b> _____ <b>Floor</b> _____	<b>Rate of Apartment per</b> <b>square feet*</b>

[AND] [if/as applicable]

<b>Garage/Closed Parking - 1</b>	<b>Price for 1</b>
<b>Garage/Closed Parking - 2</b>	<b>Price for 2</b>

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment]
- (ii) The Total Price above excludes 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 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.

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Schedule C** below and the Allottee(s) shall make payment demanded by the Promoter within 30 days from the date of such written intimation. 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/Unit includes (1) pro rata share in the common areas; and (2) NIL covered car park(s)/right to park car in the Mechanical car parking, if any and other properties and appurtenances as provided in the Agreement.
- (v) **TDS:** if applicable, the tax deduction at source (TDS) on the Income Tax laws shall be deducted by the Allotees on the consideration payable to the promoter And the same shall be deposited by Allotees To the concerned authority within the time period stipulated under the law and the Allotees shall provide proper evidence thereof to the promoter within 60 days of such deduction. If such deposit of TDS is not made by the Allotees 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 Allotees under this Agreement and the amount they are shall be treated as outstanding.

- (vi) The Total Price of 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 and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

The Total Price is escalation free, save and except increases which the Allottee(s) 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(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.

- 1.3 The allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments @ 0.5 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.5 The promoter retains the right to alter, modify, or amend the existing sanctioned buildings, including the construction of additional floors or lateral expansions of the project. The Allottee acknowledges and consents to these potential changes and agrees not to raise any objections. The promoter assures that the building's foundation has been planned to accommodate the load of additional floors. Furthermore, the promoter intends to convert or change the use of the building to commercial, mercantile, or non-residential purposes. Since this will not affect the residential portion or the said premises, the Allottee consents to this change and agrees not to raise any objections.
- 1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said Block/Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments

shall be made at the same rate per square feet as agreed in this Agreement.

1.7 Subject to the terms contained in this Agreement, the Promoter agrees and acknowledges that the Allottee shall have the following rights to the Said Apartment And Appurtenances:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate share in the common areas (describe in the **Schedule E** below). 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. Further, the right of the Allottee to use the Common Areas/Whole Project Included Amenities shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall handover the common areas (described in the **Schedule E** below) 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 etc. and includes cost for

providing all other facilities, amenities and specification to be provided within the Apartment 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, as the case may be.

1.8 It is made clear by the Promoter and the Allottee agree that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise accept 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) as expressly mentioned in this Agreement.

1.9 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.

The Allottee has paid a sum of **10% of the Total Price** as booking amount being part payment towards the Total Price of the [Apartment] 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] 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, they shall be liable to pay interest at the rate prescribed in the Rules.

## 2. **MODE OF PAYMENT:**

2.1 Subject to the terms of the agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, 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 favour of \_\_\_\_\_.

2.2 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, 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.

2.3 The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An

intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof.

2.4 In the event of delay and/or default on the part of the Allottee in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

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

3.1. The Allottee, if residence 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 there under or any statutory amendments or modifications made thereof and all others 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 fulfil 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 / their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they 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 Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE :**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment to the Allottee and the Common Areas of the Real Estate Project (described in the Schedule E below) to the association of Allottee, upon its formation and registration. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C i.e. the Payment Plan.

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

The Allottee has seen the proposed for layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed 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 Housing Industry Regulation Act 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:**

7.1. **Schedule for possession of the said [Apartment] –**

The Promoter agrees and understands that timely delivery of possession of the [Apartment] to the Allottee and the common areas to the Association of allottee (upon its formation and registration) or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the [Apartment] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before **September, 2026** if 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; or any further delay(s) beyond the control of the Promoter due to epidemic, quarantine restriction, state or nation wide lockdown, including any future disruptions due to the coronavirus disease or other circumstances deemed by the Authority to be force majeure

events **(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].

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 agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

The Possession Date has been accepted by the Allottee. However, if the Said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, , the customer is required to pay any stamp duty, registration fee, legal fees, other expenses, etc., which becomes payable therefor, then the same shall be borne paid and discharged by the Allottee of the Project (including the Allottee herein) proportionately and the Promoter and/or

the Owners shall not be liable therefor in any manner whatsoever and the Allottee and the other Allottee shall keep the Promoter and the Owners fully indemnified with regard thereto.

**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], to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of such notice and the Promoter shall give possession of the Said Apartment to the Allottee subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment 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, 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]- Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the [Apartment] 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] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as applicable in terms of the rules framed on payment of maintenance charges for the project.

7.4. Possession by the Allottee- After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment] to the Allottee, 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:

**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. The Allottee shall bear the registration charges and stamp duty and incidental charges for registering any Deed of 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 said [Apartment] (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 developer on account of suspension or revocation of the registration under the provisions of 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], with interest 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], 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 have absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in



compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment] and common areas till the date of handing over of the Real Estate Project to the association of allottees;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued

and irrespective of possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or not;

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

#### **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 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of default by 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, 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], 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 hereto, 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] 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. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper.

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

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

The Promoter, on receipt of Total Price of the [Apartment] and Appurtenance from the Allottee shall execute a conveyance deed drafted by the Promoter's Legal Advisor and convey the title of the [Apartment] together with proportionate indivisible share in common 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:

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). The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or

deficiencies/ penalties imposed by the competent authority(ies).and further the Allottee shall be bound by its obligations as morefully mentioned in Clause 7.3 of this Agreement.

- 11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT**  
 : The Promoter shall be responsible for providing and maintaining 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 will be borne by the Allottee, payable to the Promoter from the date of obtaining the possession letter until the handover of maintenance of the Project to the Affiliated Company and thereafter to the association of Allottees. Maintenance Expenses, as referred to in this Agreement, shall include all expenses for the maintenance, management, upkeep, and administration of the Common Areas and Installations, as well as the provision of common services to the Allottee (mentioned in the Schedule E and F below). Additionally, it encompasses all other expenses for common purposes, to be contributed, borne, paid, and shared by the Allottees of the Project.

Provided that the Proportionate Share of all common expenses mentioned in Schedule F, as applicable, shall be payable to the Maintenance Account from time to time. Without any default and prejudice, the Allottee shall pay the Maintenance Charge, a minimum of the Maintenance Charges as expressly provided in this Agreement, based on the Chargeable area of the Allottee's respective unit. This minimum rate shall be subject to revision from time to time as deemed fit and proper by the Maintenance Management at its sole and absolute discretion, considering the general escalation in market rates for such services.

Provided that the proportionate share of maintenance charges for the unsold units within the promoter's allocation shall not be contributed by the promoter.

**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 this Agreement 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.

12.2. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other Allottee in the Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Project. The Allottee are aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of

Allottee shall have no claim(s) of whatsoever nature against the Promoter in this regard.

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

The Allottee hereby agree to purchase the Said Apartment on the specific understanding that is/her right to the use of Common Areas/Whole Project Included Amenities shall be subject to timely payment of total maintenance charges, as determined by the Promoter (until formation of the association of Allottee) and thereafter billed by the maintenance agency appointed or the association of Allottee (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee from time to time.

**14. 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 of the Project for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the [Apartment] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE:**

**Use of Basement(s) and service areas:-** The basement and service areas, if any, as located within the **KAVSH HEIGHTS**, shall be

earmarked for purposes such as parking spaces and services including but not limited to transformer, 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 easements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of allottees for rendering maintenance services.

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

16.1. Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [Apartment] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or 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 undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall 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 wall of the [Apartment].

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

**17. 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. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

**18. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure 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 and save as expressly provided in this Agreement.

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

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

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

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

**21. 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 this 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 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 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 but after deduction of the processing fees.

**22. ENTIRE AGREEMENT:**

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

**23. RIGHT TO AMEND :**

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

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

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

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

The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan [Annexure C] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a

precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

Failure on 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 the 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.

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

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

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be 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, 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 District Sub-Registrar, Alipore or Additional District Sub-Registrar at Sealdah or Registrar of Assurances at Kolkata Hence this Agreement shall be deemed to have been executed at the office of the Promoter.

**29. NOTICES:**

That 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:-

Promoter	Allottee/Purchaser
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<b>M/S. SK KARMA CONSTRUCTION PVT. LTD.,</b> <b>(PAN: ABAC531288),</b> a Private Limited Company, represented by its Directors, <b>1. SRI</b> <b>KOUSICK GUPATA (PAN ALQPG3443A,</b> <b>AADHAR No. 7471 2566 0857, Mob. No.</b> <b>9836993859),</b> s/o Sri Arjun Gupta and <b>2. SMT.</b> <b>SUSAMA GUPTA (PAN ADQPG6518C, AADHAR</b> <b>No. 2178 3867 8005, Mob. No. 8777079816),</b> w/o Sri Arjun Gupta, having its registered office at 68/C, Narkeldanga Main Road, P.O. Kankurgachi, P.S. Phoolbagan, Kolkata - 700054	<b>1.</b> _____  _____
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It shall be the duty of the Allottee and promoter to inform each other of any changes 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 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).

**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 dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

*[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]*

**34. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, plot 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.

**SCHEDULE-‘A’ -**

**DESCRIPTION OF THE [APARTMENT/UNIT] AND TILE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

Block/Building “KAVSH HEIGHTS”

Apartment no. \_\_\_\_\_

Area Carpet: \_\_\_\_\_ **Square Feet, Chargeable Area: \_\_\_\_\_ Square Feet, Balcony \_\_\_\_\_ Square Feet (if applicable)**

Type \_\_\_\_\_

Floor \_\_\_\_\_

Car Parking : \_\_\_\_\_

Lying and situate at or upon **ALL THAT** piece and parcel of land admeasuring an area about **08 Cottah 09 Chittack 19 Sq.Ft (more or less)**, more or less, under the name and style "**KAVSH HEIGHTS**", lying and situated at Premises No. 8/4B, Suren Sarkar Road, Kolkata 700 010, under Police Station Beliaghata, Kolkata 700 010, under Ward No. 33, within the ambit of Kolkata Municipal Corporation Assessee No. 110332200069, District South 24 Parganas, together with proportionate share of land and land underneath, together with easement right common right, landing, common space which includes the area of the Flat and the common area in the aforesaid building and butted and bounded by:-

**On the North:** By premises no 8/4 Suren Sarkar Road;

**On the South:** By Suren Sarkar Road;

**On the East:** By Premise Nos. 8/7 and 8/8, Suren Sarkar Road;

**On the West:** By 6' Common Passage;

#### **SCHEDULE-'B' -**

#### **FLOOR PLAN OF THE APARTMENT**

#### **SCHEDULE- 'C' -**

#### **PAYMENT TERM**



### FLAT CHARGES

The Unit Price (excluding Goods & Service Tax) for the Said Apartment based on the carpet area is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**, and part of the Extra Charge so far computed is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** and the Goods and Service Taxes is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** aggregating to **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** ("Total Price").

<b>Sl. No</b>	<b>Payment Schedule</b>	<b>Amount</b>
1.	On Application and Booking	10% of Total Consideration + Applicable Tax
2.	On Registration of Agreement for Sale	10% of Total Consideration + Applicable Tax
3.	On Completion of Foundation	10% of Total Consideration + Applicable Tax
4.	On Completion of Ground Floor Roof Casting	10% of Total Consideration + Applicable Tax
5.	On Completion of 1St Floor Roof Casting	10% of Total Consideration + Applicable Tax
6.	On Completion of 2nd Floor Roof Casting	10% of Total Consideration + Applicable Tax
7.	On Completion of 3rd Floor Roof Casting	05% of Total Consideration + Applicable Tax
8.	On Completion of 4th Floor Roof Casting	05% of Total Consideration + Applicable Tax
9.	On Completion of 5th Floor Roof Casting	05% of Total Consideration + Applicable Tax
10.	On Completion of 6th Floor Roof Casting	05% of Total Consideration + Applicable Tax

11.	On Completion of 7th Floor Roof Casting	05% of Total Consideration + Applicable Tax
12.	On Completion of Partition Work of said Unit	05% of Total Consideration + Applicable Tax
13.	On Completion of Flooring of said Unit	05% of Total Consideration + Applicable Tax
14.	On Completion of Outside Plaster of Building	03% of Total Consideration + Applicable Tax
15.	On Offer of Possession	02% of Total Consideration + Applicable Tax

**NOTE:**

1. In case of delay in payment an interest @ State bank of India prime lending rate plus 2% p.m. will be charged extra on failure of payment as per schedule.
2. In case of dishonor of any cheque paid by the Allottee, the bank charges arising out of such dishonor of such cheque shall also be paid by the Allottee.
3. In case of cancellation of agreement due to any circumstances the GST amount shall not be refunded to the Allottee.

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

<b><u>Sl. No</u></b>	<b><u>Payment Schedule</u></b>	<b><u>Amount</u></b>
1.	On Application and	10% of Total Consideration +

	Booking	Applicable Tax
2.	On Execution of Agreement for Sale	10% of Total Consideration + Applicable Tax
3.	On Completion of Foundation	10% of Total Consideration + Applicable Tax
4.	On Completion of Ground Floor Roof Casting	10% of Total Consideration + Applicable Tax
5.	On Completion of 1 <sup>st</sup> Floor Roof Casting	10% of Total Consideration + Applicable Tax
6.	On Completion of 2 <sup>nd</sup> Floor Roof Casting	10% of Total Consideration + Applicable Tax
7.	On Completion of 3 <sup>rd</sup> Floor Roof Casting	05% of Total Consideration + Applicable Tax
8.	On Completion of 4 <sup>th</sup> Floor Roof Casting	05% of Total Consideration + Applicable Tax
9.	On Completion of 5 <sup>th</sup> Floor Roof Casting	05% of Total Consideration + Applicable Tax
10.	On Completion of 6 <sup>th</sup> Floor Roof Casting	05% of Total Consideration + Applicable Tax
11.	On Completion of 7 <sup>th</sup> Floor Roof Casting	05% of Total Consideration + Applicable Tax
12.	On Completion of Partition Work of said Unit	05% of Total Consideration + Applicable Tax
13.	On Completion of Flooring of said Unit	05% of Total Consideration + Applicable Tax
14.	On Completion of Outside Plaster of Building	03% of Total Consideration + Applicable Tax
15.	On Offer of Possession	02% of Total Consideration +

		Applicable Tax
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**NOTE:**

1. In case of delay in payment an interest @ State Bank of India prime lending rate plus 2% p.m. will be charged extra on failure of payment as per schedule.
2. In case of dishonor of any cheque paid by the Allottee, the bank charges arising out of such dishonor of such cheque shall also be paid by the Allottee.
3. In case of cancellation of agreement due to any circumstances the GST amount shall not be refunded to the Allottee.

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

<b>Foundation</b>	:	Pile foundation with RCC Structure
<b>Wall - Internal</b>	:	Brick/block masonry.
<b>External</b>	:	Thick brick/block masonry
<b>Doors</b>	:	Quality wooden frames with solid core flush doors.
<b>Windows</b>	:	Colour anodized / Powder coated aluminium sliding windows with clear glass.

<b>Living/Dining / Bedroom/ Kitchen</b>	:	Floor – Vitrified Tiles. Granite slab with stainless steel sink. Wall tiles up to 2 (two) feet height above counter. Kitchen Floor- Antiskid Tiles
<b>Toilets</b>	:	Hot and Cold water line provision with <b>CPVC</b> pipes CP fittings including Health Faucet of <b>Essco/Parryware/Hindware/ similar</b> . Dado of ceramic tiles up to door height. Sanitary ware <b>with ceramic cistern</b> and basin of <b>Essco /Parryware /Hindware / similar</b> Pipes of <b>Supreme/Ashirvad</b> . Floor – <b>Anti Skid</b>
<b>Electricals</b>	:	a) Concealed Havells copper wiring with modular Havells switches. b) One Refrigerator point, One TV point, Three Lights and One fan point and One foot-lamp point in Living room. c) Three Light Points, one Fan Point, one TV points in all bedrooms. One bed switch with Two Plug points. d) One light point, One Fan point in all toilets. One Geyser point in common toilet. e) One point for chimney, One point for Mixer grinder, One point for Microwave and One light point in kitchen. f) Intercom point in Living room. g) One AC point at master bed room. h) One washing machine point and One light point at balcony. i) Modern MCBs of Havells.
<b>Interior finish</b>	:	Putty over plastered walls.

<b>Exterior finish</b>	:	Quality Exterior Paint
<b>Lift Facility</b>	:	Automatic elevator from reputed brand.
The lay out and specification contained in the brochure are tentative and subject to alteration/ modification on account of technical reason without any reference		

**Schedule 'E'**

**(Common Areas Of the Project)**

- a. Entrance Lobby at the ground level of the Said Building
- b. Lobbies on all floors and staircase(s) of the Said Building
- c. Lift machine room(s) and lift well(s) of the Said Building
- d. Water reservoirs/tanks of the Said Block/Building
- e. Water supply pipeline in the Said Building (save those inside any apartment)
- f. Drainage and sewage pipeline in the Said Building (save those inside any apartment)
- g. Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Building
- h. Electricity meter(s) for common installations and space for their installation
- i. Intercom Network in the Said Building
- j. Network of Cable TV/DTH in the Said Building, if any
- k. Broadband connection in the Said Building, if any
- l. Fire Fighting system in the Said Building
- m. Lift(s) and allied machineries in the Said Building

- n.** External walls of the Said Building
- o.** Roof Area
- p.** Stair Room
- q.** CCTV

**SCHEDULE F ABOVE REFERRED TO:**

**Common Expenses**

**A. MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure including the roof, the Common Areas and Installations of the Building (including lifts, generator, water pump with motor, rooftop Gymnasium, Community hall, fire fighting Equipments, etc., gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and related facilities enjoyed or used by the Allottee in common with other allottee(s) or serving more than one Unit and/or other built-up space in the Building and main entrance, landings and staircases of the Building enjoyed or used by the Allottes(s) in common as aforesaid and the boundary walls of the premises etc. The costs of cleaning and lighting the Common Areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Building so enjoyed or used by the Allottee(s) in common as aforesaid and keeping the adjoining side spaces of the Building in good and repaired condition.

**B. OPERATIONAL :** All expenses for running and operating all machines, Equipments and installations comprised in the Common Areas and Installations (including lifts, generator, water pump with motor, Gymnasium, Multipurpose hall, fire fighting Equipments, etc.) and also the costs of repairing, renovating and replacing the same.

**C. STAFF :** The salaries of and all other expenses of the staffs to be employed for the Common Purposes including their bonus and other emoluments and benefits.

**D. ASSOCIATION :** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.

**E. TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).

**F. INSURANCE:** Insurance premium for insurance of the Building including against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

**G. COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

**H. RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

**I. OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the common purposes.

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

**SIGNED AND DELIVERED** by the  
**OWNER** herein in the presence of



**WITNESSES:**

1.

2.

**SIGNATURE OF THE OWNER  
Through Constituted Attorney**

**SIGNED AND DELIVERED** by the  
**Promoter** herein in the presence of:

**WITNESSES:**

1.

2.

**SIGNATURE OF THE PROMOTER**

**SIGNED AND DELIVERED** by the  
"Allottees/Purchasers" herein in the  
presence of

**WITNESSES:**

1.

2.

**SIGNATURE OF THE ALLOTTEES/PURCHASERS**