

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS THE DAY OF TWO THOUSAND AND EIGHTEEN (2018)

- BETWEEN –

ASTORIA HOTEL PVT. LTD (PAN AACCA5828M) (CIN U55101WB1990PTC048292) a company within the meaning of the Companies Act 1956 having its registered office at 6/3, Sudder Street, PO New Market, PS New Market Kolkata 700016 represented Director **RAJU ALIMCHANDANI (PAN-ACLPA9173B), son of Late M.M.Mohan, by faith- Hindu, by**

occupation-Business, by Nationality- Indian, working for gain at 6/3,Sudder Street, Post Office-New Market, Police Station-New Market, Pin-700016, being the Authorised Signatory / Director of the Constituted Attorney **Himanga Mercantiles Private Limited** having its registered office at 6, Hanspukur Lane, 4th floor, Suite No. 415/416, Kolkata – 700 007 hereinafter referred to as “the **OWNER** ” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **FIRST PART**.

AND

M/S. HIMANGA MERCANTILES PRIVATE LIMITED (PAN AAACH6340K) (CIN U51909WB1994PTC066866) , a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 6, Hanspukur Lane, 4th floor, Suite No. 415/416, Kolkata – 700 007, represented by its Managing Director **RAUNAK JHUNJHUNWALA (PAN AEYPJ0495G)**, son of **SUSHIL KUMAR JHUNJHUNWALA**, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at P – 829/1, Lake Town, Block – A, Police Station – Lake Town, Kolkata – 700089 hereinafter referred to as “the **PROMOTER/DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **SECOND PART**:

AND

(1) SRI (**PAN.**), Son of, by faith Hindu, by occupation, by Nationality –, **(2)**, (**PAN**),, by faith, by occupation, by Nationality – Indian,, herein after called and referred to as the '**PURCHASER/ALLOTTEE**' (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART**.

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

DEFINITIONS:

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

- a) “**Act**” means 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) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) “**Section**” means a section of the Act.

WHEREAS:

- A. The Promoter entered into a **Development Agreement** with the Owners dated 15.12.2015 in respect of the Land measuring about **ALL THAT** piece and parcel of Land measuring 8 Bighas 3 Cottahs 10 Chittacs 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462 corresponding L.R Dag no. 747, 750, 751, 752, 753 and 757, L.R Khatian no. 3052 all have been classification bastu within Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, North 24 Parganas, Post Office - Police Station: Airport, District : North 24 Parganas, premises No 91/1 Jessore Road(South), Kolkata - 700132 under Ward No 26 of the Madhyamgram Municipality. West Bengal (hereinafter referred to as “Said Land”).
- B. The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project

shall be known as **“BHAWANI COURTYARD”** with the object of using for apartments.

- C. 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 Madyamgram Municipality has granted the Commencement Certificate to develop the project vide approval dated 13.03.2018 bearing registration no/Plan no. COM-95MM/2017-2018.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building from Madyamgram Municipality. The Promoter agrees and undertakes that it shall not make any **change in any Block/s to the** approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Bhawani Courtyard on _____ under registration no._____.
- G. The Allottee had applied for an apartment in the Project wide application no._____ dated _____ and has been allotted apartment no.____ having carpet area of _____ (____) square feet on ____ floor, Block No._____ of “.....” at **ALL THAT** piece and parcel of Land measuring 8 Bighas 3 Cottahs 10 Chittacs 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462 corresponding L.R Dag no. 747, 750, 751, 752, 753 and 757, L.R Khatian no. 3052 all have been classification bastu within Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, North 24 Parganas, Post Office, Police Station: Airport, District : North 24 Parganas, premises No 91/1 Jessore

Road(South), Kolkata - 700132 under Ward No 26 of the Madhyamgram Municipality, along with covered/Mechanical parking space no. _____ admeasuring ____ (____) square feet in the _____, as permissible under the applicable law and of prorata share in the 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 and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :

1. The Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:

1.1 The Title of the Owner in respect of the Premises;

1.2 The Sanctioned Plans of the Buildings and further revised Sanctioned Plan;

1.3 the Carpet Area of the Said Apartment;

1.4 The Specifications and common Portions of the Project; and

1.5 The respective rights interest and entitlements of the Owner and the Allottee under this Agreement for Sale.

I The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;

J. 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.

- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment no.____ on ____ floor, Block No.____ and the _____ parking space as specified in para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other goods and valuable consideration, the Parties agree as follows:

1 TERMS :

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G.
- 1.2 The Total Price for the Apartment based on the carpet area is Rs.____ (Rupees _____) only.

Block No. _____	Rate of Apartment per square feet
Apartment No. _____	
Floor _____	
Total Price (in rupees)	

AND

Covered parking space-1	Price for 1
Covered parking space-2	Price for 2

Total Price (in rupees)	
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More fully mention in Para-I of the Payment Plan (Schedule-C) hereinafter.

- 1.3 In addition to the above all other payments shall be payable by the Allottee as mentioned in Payment Plan, part-II to part IV (Section-C)
- 1.4 The Total Price is escalation-free, save and except increases which the Allottee 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 for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.5 The Allottee shall make all the payments as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities **for the respective unit/s** described herein at Schedule 'D' and Schedule 'E' in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such additions or alterations as may be required by the Allottee, or such minor changes or alteration if permitted under the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Promoter shall 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 agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below :
- (i) The Allottee shall have exclusive ownership of the Apartment.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the Association of Allottees after its formation and 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 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 Fire fighting equipment in the common areas (if required by the Concerned Building Plan Sanction Authority), maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications 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.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with covered/open/mechanical parking space 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 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 all the Allottees of the Project.~~ The Developer/ Promoter can extend his Project keeping in view to use the land and all the amenities and facilities of the said Project

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, 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 collected by its from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter

agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable.

- 1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) 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 (Schedule 'C') as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

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 a/c. Payee cheque/demand draft/ bankers cheque or online payment) in favour of **M/S. HIMANGA MERCANTILES PRIVATE LIMITED** payable at Kolkata.

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

- 3.1 The Allottee, if resident outside India, shall be sole responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above, The Allottee shall keep the Promoter fully indemnified and harmless in this regard. 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 any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4 **ADJUSTMENT/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, 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 to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, subject to force major as describe in 7.1. Similarly the Allottee shall pay all accounts payable as per payment Plan (Schedule-C) as and when due & demanded.

6 CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedule [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 Municipality 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 the Agreement.

7 POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment 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 hand over possession of the Apartment along with ready and complete common areas with all

specifications, amenities and facilities of the project in place within **MARCH, 2022** 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" as mentioned in Cl.7.1 and with Application of Booking Form Cl.9A & 9B). If, however, the completion of the 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.

- 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 in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the issuance of the Completion Certificate for the project. The Promoter shall hand over the Occupancy Certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same. It is pertinent to mention that in case any allottee place a written proposal for registration of Deed of Conveyance in his favour of the under constructed area then the same shall be registered in his name but the Completion/Occupancy Certificate shall be handed over later after completion of the phase of the project.

- 7.3 **Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee 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. In case the Allottee fails to take possession within the time provided in para 7.1 such Allottee shall continue to be liable to pay interest on due payments and maintenance charges as specified in para 7.2.
- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be.
- 7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the Booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation. **The Purchaser/s shall bare the cost of the Registration of Agreement for Sale and Deed of Conveyance and Cancellation of Agreement for Sale, if required.**
- 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 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 (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Developer 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 allottees, 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, including compensation if any in the manner as provided under the Act within forty-five days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter here represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project for Residential and Commercial Purpose.
- (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;

- (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 created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and 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 in the manner contemplated in this Agreement.
- (ix) The Promoter Confirm that the Promoter is fully Authorized and not restricted to construct and use their Land only for residential purpose but shall develop the land for construction of Apartments for usage for any commercial purpose too for which shall have no objection and/or can arise any disputes therefore for such purpose at any point of time for ever.
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be.
- (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 Schedule 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 project to the competent Authorities till the Completion Certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be.

(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) Promoter fails to provide ready to move in possession of the Apartment to the Allottee 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 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 there under.

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

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

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the payment plan Schedule 'C' annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee 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:

The Promoter on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 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 fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee 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.

11 MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association 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. **In case the common amenities are in future used by the other phases of the said project in such case both the phase Association shall share the cost of maintenances of the common amenities with the other societies of the other phases as per area proportionate ratio or any other manner the societies shall deem fit and proper.**

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 5 (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 charges, within 30 (thirty) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee 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.

14 **USAGE:**

Use of Service Areas : The service area, if any, as located within the **'BHAWANI COURTYARD'**, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked for the specific purpose and the same shall be reserved for use by the

Association of Allottees formed by the Allottees for rendering maintenance services. However, if the common service areas are used by the allottees of other phases then all the allottees of all the societies of all the phases of the project in future shall abide by the rules for use of the service areas common to all the allottees of the different phases as well as the that of the extended projects.

15 COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in goods 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 damage or jeopardized.
- 15.2 That Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, 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 colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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 Association of Allottees. The Allottee shall be responsible 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 he has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority (ies) and disclosed, except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under 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 who has taken or agreed to take such Apartment.

19 **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and registered with

West Bengal Housing Industry Regulation Rules, 2018. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

20 **BINDING EFFECT:**

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

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, 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 and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes

24 WAIVER NOT ALIMITATIN 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 [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other 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 there under or under other applicable laws, such provisions of the Agreements

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 there under or the applicable law as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total Carpet area of all the Apartment 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 places which may be mutually agreed between the Promoter and the Allottee, at Eco Station, Ajkal Unit No. 903, 9th. Floor, Plot – 7, Block – BP, Salt Lake, Sector – V, Kolkata – 700091 and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at any of the

jurisdiction of the Sub-Registrar/District Registrar/Registrar of Assurance or any other Concerned Registering Authority.

29 **NOTICES:**

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

_____ (Name of Allottee)

_____ (Allottee Address)

M/s. **HIMANGA MERCANTILES PRIVATE LIMITED** (Name of Promoter)

Registered Office 6, Hanspukur Lane, 4th floor, Suite No. 415/416, Kolkata – 700 007, working office: Eco Station, Ajkal Unit No. 903, 9th. Floor, Plot – 7, Block – BP, Salt Lake, Sector – V, Kolkata – 700091 (Promoter 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, as the case may be.

30 **JOINT ALLOTES:**

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 Allottees.

31 **SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the Apartment, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, as the case may be shall not be construed to limit the rights and interest of the allottee under the Agreement for Sale of under the Act or the rules or the regulations made there under.

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 there under including other applicable laws of India for the time being in force.

33 DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligation of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act,1996.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Eco Station, Ajkal Unit No. 903, 9th. Floor, Plot – 7, Block – BP, Salt Lake, Sector – V, Kolkata – 700091 in the presence of attesting witness, signing as such on the day first above written.

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 Eco Station, Ajkal Unit No. 903, 9th. Floor, Plot – 7, Block – BP, Salt Lake, Sector – V, Kolkata – 700091, on _____ in the presence of :

WITNESSES :

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SCHEDULE 'A'

DESCRIPTION OF THE APARTMENT AND COVERED PARKING & EXTRA AMENITIES

PART-I

ALL THAT the Apartment No.____ with Carpet Area of _____ square feet approx constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the ____ floor, Block No.____ of **“BHAWANI COURTYARD”** at **ALL THAT** piece and parcel of Land measuring 8 Bighas 3 Cottahs 10 Chittacs 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462, corresponding L.R Dag no. 747, 750, 751, 752, 753 and 757, L.R Khatian no. 3052 all have been classification bastu within Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, North 24 Parganas, Post Office - Police Station: Airport, District : North 24 Parganas, premises No 91/1 Jessore Road(South), Kolkata - 700132 under Ward No 26 of the Madhyamgram Municipality.

PART-II

ALL THAT Parking space purchased with the right to park for zero (o) medium sized car(s) and zero (o) two wheeler(s) in the covered parking space in the Building.

SCHEDULE ‘B’

Description of the Floor Plan for the Apartment No.____ on the ____ floor, Block No.____ of “Bhawani Courtyard” **Annexed Floor Plan.**

SCHEDULE ‘C’

PAYMENT PLAN

PART-I

“AGREED CONSIDERATION”

(a) Consideration for the Undivided Share and for

Construction and completion of the said Apartment Rs...../-

No.____ on ____ floor admeasuring ____ sq.ft.

Approx Carpet Area.....

(b) Consideration for the right to park a car

in the said parking space Rs...../-

TOTAL AGREED CONSIDERATION Rs...../- [Rupeesonly]

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number

Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.

TOTAL CONSIDERATION : Rs./--(Rupees)only. The purchasers have agreed to and shall pay GST at the applicable rates in addition to the consideration amount as per following manner:

- ❖ At the time of Agreement **10% of Consideration amount including token amount.**
- ❖ On completion of On Completion of Piling and Foundation **20%.**
- ❖ On completion of 1st Floor slab casting : 10%
- ❖ On completion of 2nd FLOOR slab casting:10%
- ❖ On completion of 4th Floor slab casting: 10%
- ❖ On completion of 5th Floor slab casting: 10%
- ❖ On completion of 6th Floor slab casting: 10%
- ❖ On completion of brickwork 10%
- ❖ On completion of flooring: 5%
- ❖ At the time of possession : 5%
- ❖ * GST will be payable with every installment at applicable rate.

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules 18 of West Bengal HIR Rule, 2018 shall be charged. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole discretion of “Promoter/Developer” i.e. “M/s. **HIMANGA MERCANTILES PRIVATE LIMITED** ” and the Company shall deduct 15% as Service Charges plus applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest (as per Rule 18 of WBHIR Rule 2018) and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

PART – III

The “Promoter” shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than 48 [Forty eight] months from the date of booking subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the “Promoter” in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

PART – IV

Section A: Additional Payments payable wholly by the Allottee

- (a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if

any, in connection with construction or transfer of the said Apartment in favour of the Allottee.

- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time. **Legal Charges @ Rs. 20,000/- prior to Registration of Agreement for Sale and 0.65% on market value prior to Registration of Deed of Conveyance.**
- (c) Charges levied by the **“Promoter”** for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the **common purposes --- Rs. 10,000/-.**
- (e) **Maintenance Deposit for one year @ Rs. 3.50 per month per sqft. & Club Facilities charges @ Rs.....**
- (f) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (g) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

Section B: Additional Payments payable proportionately by the Allottee to the Promoter are all additional/inclusive of the chargeable area

Proportionate share of costs charges and expenses as detailed as under are all proportionately additional/inclusive of the chargeable area :

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.
- (b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment are all inclusive of the chargeable area.
- (c) Installation of security system for the common portions are all inclusive of the chargeable area.
- (d) Legal fee payable to Promoter is all inclusive in the agreed consideration.

PART – V

Additional consideration payable to the “**Promoter**” in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the “**Promoter**”. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. **On the other hand in case there be any decrease in Carpet Area of the said Apartment after construction being made and the measurement being certified by the “Promoter”. Such cost shall be calculated at the same rate at which the Agreed Consideration has been computed and refunded to the Allottee.**

PART – VI

“DEPOSITS”

- (a) Corpus Maintenance Deposit equivalent to 1 year Maintenance Fund @ Rs. 40/- [Rupees Forty only] per sq. ft for 12 [twelve] months.
- (b) Deposit for electric supply meter including transformer & Generator Charges @ 80/- per sqft. and quotation amount as per demand of the WBSEDCL/CESC.
- (c) Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the “Promoter” at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

SCHEDULE ‘D’**SPECIFICATIONS, AMENITIES, FACILITIES****(WHICH ARE PART OF THE APARTMENT)**

FOUNDATION	:	Earth Quake Resistant RCC Framed Structure.
BED ROOMS	:	Floor :Vitrified Tiles In all Bedrooms. Walls :Wall Putty.
KITCHEN Counter	:	Walls : Rectified Joint-Free Tiles Up To 2'.0" On Walls and Wash Area. Flooring : Vitrified Tiles. Counter : Granite Counter.

Fittings : Stainless Steel Sink with reputed make fittings.

BATHROOM :Walls : Rectified Joint-Free Tiles.

Flooring : Anti-Skid Ceramic Tiles.

Fittings : Reputed Sanitary Ware / CP Fittings.

LIVING / DINNING /

LOBBY / PASSAGE : Flooring : Vitrified Tiles.

Wall & Ceiling : Wall putty.

ELECTRICAL : Modular Switches and Copper wiring in concealed conduit with TV, Telephone points and AC Point.

Power Back- for common areas.

Apartment Type - Power Back-up at extra cost.

LOBBY : Entrance Lobby – Exquisitely designed at ground floor.

OTHERS : Automatic Lift of Reputed Make Each Block.

24 X 7 security.

CCTV Surveillance in common Areas

Intercom

THE SCHEDULE ABOVE REFERRED TO

(COMMON PORTIONS)

PART I

A. COMMON PARTS and PORTIONS in the BUILDING.

1. Lift in each block
2. Fire Extinguisher in each floor
3. CCTV surveillance in lobby.

4. Infrastructure For DTH
5. Intercom in each flat

PART-II

B. AMENITIES in the COMPLEX.

1. Entry Court
2. Mango Court
3. East Plaza for Morning ritual
4. Bird House with Feeder
5. Grass Play Court
6. Outdoor Fitness Area
7. Grass walk – jogging loop
8. Cycle Track
9. Party lawn
10. Temple Courtyard
11. Nature Gallery
12. Outdoor Chess
13. Tree Shelter Adda niches
14. Banyan Swing garden
15. Hopscotch Play
16. Night Garden
17. Swimming Pool with deck
18. Kid's Pool
19. Splash cascade
20. Yoga Lawn
21. Pool Side gazebo
22. Pranayam Pavilion
23. Nature Workshop for Children
24. Soft Play Court
25. Indoor Games Room
26. Reading Lounge
27. Hobby Room
28. Taddlers Zone
29. Gym
30. Basketball Net
31. Badminton Court
32. Residential Entry Pavilion

SECTION - B [Common installations in respect whereof only right of user in common shall be granted as Service Area]

- a) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
- b) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Apartment.
- c) Other facilities or installations, if any provided for the common use of the Apartment Owners of the Premises and not covered by Section A hereinabove.
- d) Common water reservoirs, water tanks, water pipes [save those inside any Apartment] and deep tubewell [if any, allowed by the Corporation/Jila Parishad/ Panchayat/ Local Authority] appurtenant to the Buildings.
 - a) Pumps and motors.
 - b) Fire fighting equipment in the Buildings.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

AT KOLKATA IN THE PRESENCE OF:

WITNESSES:

1.

SIGNED AND DELIVERED BY THE

DEVELOPER

2.

SIGNED AND DELIVERED BY THE PURCHASER

Drafted by me

Advocate

**DATED THIS DAY OF
..... 2018.**

**M/S. HIMANGA MERCANTILES
PRIVATE LIMITED.**

..... THE OWNER / DEVELOPER.

A N D

..... THE PURCHASER/ALLOTTEE.

A G R E E M E N T