

## **AGREEMENT FOR SALE**

**THIS AGREEMENT** made on this            day of            Two Thousand and Twenty

### **BETWEEN**

**1) SRI MANABENDRA GHOSH**, (PAN NO. BNMPG2503E) **2) SRI SAMARENDRA GHOSH**, (PAN NO. CUEPG8337A **3) SRI RATHINDRA GHOSH** (PAN NO. ATKPG0349M) ALL sons of Late Manindra Kumar Ghosh, by faith – Hindu, by Nationality – Indian, by occupation – retired, residing at 48 Bangur Avenue, Block – A, Police – Station - Lake Town, Kolkata – 700055, jointly hereinafter called and referred to as the “**LAND OWNERS/VENDORS**”, (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his

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heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

### AND

**GANGIKA INFRASTRUCTURE PVT. LTD.,** (CIN NO. U70101WB2006PTC110759) a Company incorporated under the Companies Act, 1956, having its registered and corporate office at 86B/2, Topsia Road (South), Gajraj Chambers, Post – Office – Topsia, Police Station – Topsia, Kolkata – 700046, (PAN NO. AACCG6463C), represented by its Constituted Attorney MR. NARENDRA MANPURIA (PAN NO. AMRPM8788J), son of Mr. Sohan Lal Manpuria, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 136, Jessore Road, Avani Oxford Complex, Block – 5, Flat No. 6E & 6F, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700055, hereinafter called and referred to as the **“PROMOTER/CONFIRMING PARTY”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

### AND

\_\_\_\_\_, (PAN No. \_\_\_\_\_) (AADHAR No. \_\_\_\_\_) son of \_\_\_\_\_, by faith – Hindu, by Nationality – Indian, by occupation – \_\_\_\_\_, residing at \_\_\_\_\_, Police – Station - \_\_\_\_\_, Kolkata - \_\_\_\_\_, hereinafter called and referred to as the **“ALLOTTEE / PURCHASER”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

Land Owners, Promoter and Allottee referred to as such or as **Party** and collectively **Parties.**

**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 Bengal. 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** on 23<sup>rd</sup> day of September, 1941, by virtue of a registered Deed of Conveyance one Amulyadhone Ghose and Monmohit Ghose sold, granted, transferred and conveyed to Mugneeram Bangur and Company for the consideration amount therein, inter alia ALL THAT piece or parcel of land being C.S. plot No. 1274 of Mouza –Krishnapore and the same was recorded in Book No. – I, Volume No. – 44, Pages – 38

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to 59 Being No. 2437 for the year 1941, registered in the Sub – Registration Office of Cossipore, Dum Dum.

**AND WHEREAS** on 2<sup>nd</sup> day of January, 1942, by virtue of another registered Deed of Conveyance one Rai Bahadur Satish Chandra Choudhury and Others sold, granted, transferred and conveyed to Mugneeram Bangur and Company for the consideration amount therein, inter alia ALL THAT piece or parcel of land being C.S. plot No. 1278 of Mouza –Krishnapore in which the Vendors therein had Madhyasatta Chirasthai Khajnar Bridhir Jogya right and the same was recorded in Book No. – I, Volume No. – 18, Pages – 6 to 13 Being No. 36 for the year 1942, registered in the Sub – Registration Office of Cossipore, Dum Dum.

**AND WHEREAS** on 2<sup>nd</sup> day of January, 1942, by virtue of another registered Deed of Conveyance one Rai Bahadur Satish Chandra Choudhury and Others sold, granted, transferred and conveyed to Mugneeram Bangur and Company for the consideration amount therein, inter alia ALL THAT piece or parcel of land being C.S. plot No.1274 & 1278 of Mouza –Krishnapore in which the Vendors therein had Madhyasatta Chirasthai Khajnar Bridhir Jogya right and the same was recorded in Book No. – I, Volume No. – 18, Pages – 6 to 13 Being No. 36 for the year 1942, registered in the District Registration Office at Alipore.

**AND WHEREAS** on 9<sup>th</sup> day of July, 1946, by a Patta one Kedar Nath Nandi Choudhury and Others sold, granted and demised by way of Mokorari Mourushi tenure in perpetuity to Mugneeram Bangur and Company for the consideration amount therein, inter alia the said C.S. plot No. 1278 of Mouza –Krishnapore and the same was recorded in Book No. – I, Volume No. – 33, Pages – 179 to 188 Being No. 1940 for the year 1946, registered in the Sub – Registration Office of Cossipore, Dum Dum.

**AND WHEREAS** on 19<sup>th</sup> day of August, 1949, by virtue of registered Deed of Conveyance Mugneeram Bangur and Company represented by its Partners namely Coowar Bangur, Naraincass Bangur, Gobind Lall Bangur, Gokul Chand Bangur and Narsing Dass Bangur sold, granted, transferred and conveyed to the then Vendor namely The Amalgamated Development Limited, a Joint Stock Company with limited liability, incorporated under the Indian Companies Act for the consideration amount therein, inter alia ALL THAT the said lands being C.S. plot Nos. 1274 and 1278 of Mouza –Krishnapore and the same was recorded in Book No. – I, Volume No. – 54, Pages – 1 to 52 Being No. 3243 for the year 1949, registered in the Sub – Registration Office of Cossipore, Dum Dum.

**AND WHEREAS** the then Vendor namely The Amalgamated Development Limited with a view to build up a residential colony developed the lands acquired by it as aforesaid including the said C.S. Plots Nos. 1274 and 1278 of Mouza – Krishnapore and other adjacent lands by leveling and hath constructed / proposes to construct roads therein according to a scheme plan and hath constructed/ proposes to construct pucca surface drains alongside the said roads and hath divided the lands abutting the said roads into small building sites or plots numbered serially such as 1, 2, 3.....etc, and for identification hath named the colony as “Bangur Avenue”, thereby henceforth absolutely seized and possessed of and otherwise well and sufficiently entitled to the Plot No. 48 of Bangur Avenue Block ‘A’ Kolkata – 55.

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**AND WHEREAS** on 15<sup>th</sup> day of December, 1956 , by virtue of registered Deed of Conveyance the then Vendor namely The Amalgamated Development Limited sold, granted, transferred and conveyed to Sreemati Kamala Ghosh, wife of Sri Manindra Kumar Ghosh, resident of Asansol, District – Burdwan for the consideration amount therein, inter alia ALL THAT a plot of land measuring about 5 Cottahs 15 Chittacks and 14 Sq. ft., more or less lying and situate at Mouza – Krishnapur, now Shyamnagar, J.L. No. 17, now 32/20, Khatian No. 860, 852 and 853, C.S. Dag Nos. 1274 & 1278, being Premises/ Plot No. 48 Bangur Avenue, Block – A, Police – Station - Lake Town, Kolkata – 700055 within the jurisdiction of South Dum Dum Municipality, and the same was recorded in Book No. – I, Volume No. – 137, Pages 130 to 139, Being No. 9514, for the year 1956, registered in the office of Sub – Registrar, Cossipore Dum Dum.

**AND WHEREAS** Sreemati Kamala Ghosh the Purchaser therein during her lifetime had constructed ground plus two storied building on ALL THAT a plot of land measuring about 5 Cottahs 15 Chittacks and 14 Sq. ft., more or less lying and situate at land Premises/ Plot No. 48 Bangur Avenue, Block – A, Police – Station - Lake Town, Kolkata – 700055 within the jurisdiction of South Dum Dum Municipality, morefully and specifically described in Schedule ‘A’ herein below.

**AND WHEREAS** Sreemati Kamala Ghosh the Purchaser therein had died intestate on 21<sup>st</sup> June, 1970 leaving behind her husband namely Manindra Kumar Ghosh and three sons namely:- a) Manabendra Kumar Ghosh b) Samarendra Kumar Ghosh and c) Rathindra Kumar Ghosh as her only legal heirs who had jointly inherited the ownership right in said property, as aforesaid, according to the Hindu Succession Act, 1956, as applicable thereto.

**AND WHEREAS** the said Manindra Kumar Ghosh, husband of Sreemati Kamala Ghosh, since deceased, died intestate on 10<sup>th</sup> May, 1990, leaving behind his aforesaid three sons namely:- a) Manabendra Kumar Ghosh b) Samarendra Kumar Ghosh and c) Rathindra Kumar Ghosh as his only legal heirs who had jointly inherited the ownership right in said property, as aforesaid, according to the Hindu Succession Act, 1956, as applicable thereto.

**AND WHEREAS** by virtue of inheritance and succession as governed by the Hindu Succession Act, 1956, as applicable thereto, the Land Owners / Vendors herein namely a) Manabendra Kumar Ghosh b) Samarendra Kumar Ghosh and c) Rathindra Kumar Ghosh became the absolute owners herein being absolutely seized, possessed and / or otherwise well and sufficiently entitled to with respect to ALL THAT a plot of land measuring about 5 Cottahs 15 Chittacks and 14 Sq. ft., more or less or 1754.0102 sq. mtr more or less lying and situate at Mouza – Krishnapur, now Shyamnagar, J.L. No. 17, now 32/20, Khatian No. 860, 852 and 853, C.S. Dag Nos. 1274 & 1278, being Premises/ Plot No. 48 Bangur Avenue, Block – A, Police – Station - Lake Town, Kolkata – 700055 within the jurisdiction of South Dum Dum Municipality as described in **Schedule ‘A - 1’** herein below having absolute ownership right in the said property and their names have also been recorded as owners of the said property in the records maintained by the South Dum Dum Municipality.

**AND WHEREAS** the Land Owners/ Vendors herein while in possession and enjoyment of the said property entered into a **Registered Development Agreement on 15<sup>th</sup> February, 2019** with **GANGIKA INFRASTRUCTURE PVT. LTD.**, a Company

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incorporated under the Companies Act, 1956, having its registered office at 86B/2, Topsia Road (South), Gajraj Chambers, Post – Office – Topsia, Police Station – Topsia, Kolkata – 700046, represented by its Constituted Attorney MR. NARENDRA MANPURIA (Promoter herein) in respect of construction of a multi – storied building upon the said land and the same was recorded in Book No. – I, Volume No. 1504 – 2019, Pages 14147 to 14204 **being No. 150400338 for the year 2019**, registered in the office of **Additional District Sub – Registrar Office, Bidhannagar**.

**AND WHEREAS** the Land Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Owners to the said Property and the Promoter’s right and entitlement to develop the Said Property on which inter-alia the Project is to be constructed have been completed.

**AND WHEREAS** the said property is earmarked for the purpose of building a Ground+ 4 (G+4) storied residential project comprising multi-storied apartment buildings and car parking spaces and the said project shall be known as **NIRMALA PARK** ("Said Complex").which shall be developed by the Promoter at its sole discretion, morefully and particularly as defined in **‘Schedule A – 2’** below and proposed as a “real estate project” by the Promoter and is being registered as a ‘real estate project’ (“the Real Estate Project or Project”) with the West Bengal Housing Industry Regulatory Authority (“Authority”),under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued there under from time to time.

**AND WHEREAS** in pursuant to the said Agreement regarding construction of a multi – storied building upon the said land mentioned in Schedule ‘A - 1’ hereinbelow with right to sell the Promoter’s Allocation of the said building the Land owners/Vendors (Land owners/Vendors / First part herein) has executed a **Registered General Power of Attorney on 15<sup>th</sup> February, 2019**, and the same was recorded in Book No. I, Volume No. 1504 - 2019, Pages from 17293 to 17326, **Being No. 15040011 for the year 2019, registered in the office of Additional District Sub – Registrar, Bidhannagar in favour of Gangika Infrastructure Pvt. Ltd.**, (Promoter/confirming party herein) AND in the said registered General Power of Attorney represented by its Constituted Attorney Mr. Narendra Manpuria, is empowered for and on behalf of the Land Owners / Vendors herein to do all acts deeds and things related with the said construction of proposed multi – storied building with right to sell or transfer the Promoter’s Allocation of the said building and to make all Sale Agreements and all other things of the said proposed building to any intending Purchaser(s) and to receive all earnest and consideration price for the same from the Purchaser(s) which the Promoter /confirming party here in think best fit and proper, more fully and clearly described therein.

**AND WHEREAS** it is agreed that the said multi – storied building upon the said land will be constructed as per **Building Plan vide No. 124 dated 24.06.2019** sanctioned by South Dum Dum Municipality with any addition, alteration or modification thereto.

**AND WHEREAS** the Promoter has duly intimated the concerned South Dum Dum Municipality about commencement of construction of the Project vide its letter and the same has been duly accepted by the concerned Municipality department dated **10<sup>th</sup> June, 2020**.

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**AND WHEREAS** the Promoter to construct a multi storied building on the project property as described in Schedule 'A - 2' has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Building from the competent authority), which is presently being developed.

**AND WHEREAS** the Promoter has registered the Real Estate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.

**AND WHEREAS** the Allottee/ Purchaser had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having covered area \_\_\_\_\_ sq. sq. ft. more or less and / or \_\_\_\_\_ sq. mtr, more or less more or less being more particularly described in **Schedule B** below and the layout of the apartment is delineated in Red colour on the Plan annexed hereto and marked as Annexure "2" ("Said Apartment") together with Garage / Car Parking Space being No. \_\_\_\_\_ having covered area \_\_\_\_\_ sq. sq. ft. more or less and / or \_\_\_\_\_ sq. mtr, more or less being more particularly described in **Schedule B** below and the layout of the Garage / Car Parking Space is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2" ("Said Garage / Car Parking Space") together with pro rata share in the common areas of the Real Estate Project (Share In Common Areas), the said common areas of the Real Estate Project being described in Schedule E below ("Common Areas") and also together with undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment ("Land Share"). The Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, collectively described in Schedule B below (collectively "Said Apartment And Appurtenances").

**AND WHEREAS** the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

**AND WHEREAS** the principal and material aspects of the development of the Project (as defined hereunder) and the Real Estate Project as disclosed by the Promoter are briefly stated below-

- (i) A multi - storied building namely **NIRMALA PARK** inter-alia comprising of **Ground+ 4(G+4)** storied residential building, being constructed on the Said Property, consisting of total **13 numbers of Flat**. Where Promoter's allocation is entitled to **6** number of flats and the remaining belongs solely to the Owner's allocation.
- (ii) Further Promoter's allocation is entitled to **8** numbers of garage and the remaining belongs solely to the Owner's allocation, being constructed on the said Property, constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is being constructed and developed upon a portion of the said Property as shown in Blue colour boundary line on the Plan annexed and marked as Annexure "1" hereto and more particularly described in **Schedule A - 2** below ("Project Property").

**AND WHEREAS** the detailed scheme of development attached as Annexure "1" discloses the proposed designated uses of the buildings/structures and the phase/s of development on the said Property and is based on the current approved layout for the

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Project Property and the conceptual layout for the development of the Said Property. The conceptual layout of the development on the said Property could be finally developed by the Promoter at its sole discretion either in terms of the Plan in Annexure “1” or in such other manner as may be possible under the relevant /applicable laws.

**AND WHEREAS** the Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Said Property of the Building by addition / extension / modification / alteration in full or in part, subject to the necessary permission/sanction being granted by the South Dum Dum Municipality and all other concerned authorities.

**AND WHEREAS** the Promoter shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the South Dum Dum Municipality and all other concerned authorities, and construct additional built-up area / covered area – (i) by way of additional apartments and/or additional floors on the Said Building; and/or(ii) additional buildings on any part of the remaining portion of the Said Property. For the purpose aforesaid, the Promoter will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Building without however, adversely affecting the Said Apartment agreed to be sold hereunder, and to carry out construction work accordingly. The Allottee / Purchaser hereby irrevocably agrees and gives his/her/its express consent to the Promoter for carrying out amendments, alterations, modifications, and/or variations in the building plans of the Said Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Apartment and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Allottee’s / Purchaser’s consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Allottee / Purchaser shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Building being affected by such construction. The Allottee / Purchaser hereby agrees to give all facilities and co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Promoter to complete the development smoothly and in the manner determined by the Promoter. It is expressly agreed by the Parties that the Promoter will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter as aforesaid.

**AND WHEREAS** 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.

**AND WHEREAS** 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.

**AND WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter

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hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Said Apartment and Appurtenances, being collectively described in Schedule B.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO ON THE FOLLOWING TERMS AND CONDITIONS:**

**1. TERMS:**

**1.1** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee / Purchaser and the Allottee / Purchaser hereby agrees to purchase, the Said Apartment and Appurtenances, described in Schedule B below.

**1.2 The Total Price payable** for the Said Apartment And Appurtenances is more particularly mentioned in **Schedule C** below.

**Explanation:**

(i) The Total Price includes the booking amount paid by the Allottee / Purchaser to the Promoter towards the Said Apartment and Appurtenances.

(ii) In addition to the Total Price, the Allottee/s / Purchaser / s shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Said Apartment And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said Apartment And Appurtenances, shall be borne and paid by the Allottee / Purchaser alone and the Promoter shall not be liable to bear or pay the same or any part thereof;

Notwithstanding anything mentioned hereinabove, it is clarified that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, the same shall not be charged from the Allottee / Purchaser.

(iii) The Promoter shall periodically intimate in writing to the Allottee / Purchaser, the amount payable as stated in Schedule C below and the Allottee / Purchaser shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee / Purchaser 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 the Said Apartment and Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project



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but excludes Taxes and maintenance charges.

**1.3** The Total Price is escalation-free, save and except escalations/increases which the Allottee / Purchaser hereby agrees to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee / Purchaser for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the Promoter shall enclose the said notification/order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Allottee / Purchaser, 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 Project by the Authority as per the Act, the same shall not be charged from the Allottee / Purchaser.

**1.4** The Allottee / Purchaser shall make the payment as per the payment plan set out in **Schedule C** ("Payment Plan").

**1.5** The Promoter shall confirm the final covered area that has been allotted to the Allottee / Purchaser after the construction of the Said Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the covered area. The total price payable for the covered area shall be recalculated upon confirmation by the Promoter. If there is reduction in the covered area then the Promoter shall refund the excess money paid by the Allottee / Purchaser 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 / Purchaser. If there is any increase in the covered area, allotted to the Allottee / Purchaser, the Promoter shall demand additional amount from the Allottee / Purchaser towards the Total Price, which shall be payable by the Allottee / Purchaser prior to taking possession of the Said Apartment. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 1.5, shall be made at the same rate per square feet as agreed in Clause 1.2 above.

**1.6** Subject to Clause 1.3 of this Agreement, the Promoter agrees and acknowledges that the Allottee / Purchaser shall have the following rights to the Said Apartment And Appurtenances:

(i) The Allottee / Purchaser shall have exclusive ownership of the Said Apartment.

(ii) The Allottee / Purchaser shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in Schedule D below). Since the share/interest of the Allottee / Purchaser in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottee / Purchaser shall use the Common Areas of the Real Estate Project along with other occupants/allottees / Purchasers of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas of the Real Estate Project (described in Schedule E below) to the association of

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allottees / purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) The computation of the price of the Said Apartment and Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges.

(iv) The Allottee / Purchaser has the right to visit the Real Estate Project site to assess the extent of development of the Project and his apartment, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

**1.7** It is clarified that the Project's facilities and amenities shall be available for use and enjoyment of the allottees / Purchaser / s as expressly mentioned in this Agreement.

**1.8** The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees / Purchasers, which it has collected from the Allottees / Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees / Purchasers, 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 and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

**1.9** The Allottee / Purchaser has paid a sum equivalent to 20% (twenty percent) of the total price as booking amount being part payment towards the Total Price of the Said Apartment and Appurtenances which includes token amount/any advances paid at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee / Purchaser hereby agrees to pay the remaining price of the Said Apartment And Appurtenances as prescribed in the Payment Plan [specified in Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee / Purchaser delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. PAYMENTS:**

2.1 Subject to the terms of this Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, the Allottee / Purchaser shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay

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order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Promoter payable at Kolkata.

2.2 The Promoter shall be entitled to securities the Total Price and other amounts payable by the Allottee / Purchaser under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottee / Purchaser under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee / Purchaser shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

2.3 In the event of the Allottee / Purchaser obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee / Purchaser and the Bank/financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee / Purchaser from such bank/ financial institution.

2.4 The timely payment of all the amounts payable by the Allottee / Purchaser under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee / Purchaser that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee / Purchaser as stated at Clause 29 (Notice) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee / Purchaser, and non receipt thereof by the Allottee/s / Purchaser / s shall not be a plea or an excuse for non-payment of any amount or amounts.

2.5 In the event of delay and/or default on the part of the Allottee / Purchaser 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 / Purchaser, 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 / Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made 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

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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 / Purchaser 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 Clause 3.1 above. The Allottee / Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee / Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee / Purchaser 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 / Purchaser 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 / Purchaser only.

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

The Allottee / Purchaser authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee / Purchaser against the Said Apartment And Appurtenances, if any, in his/her name and the Allottee / Purchaser undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other 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 Said Apartment to the Allottee / Purchaser and the Common Areas of the Real Estate Project (described in Schedule E below) to the association of allottees / Purchaser, upon its formation and registration.

#### **6. CONSTRUCTION OF THE PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:**

6.1 The Allottee / Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of 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 Municipal Authority and shall not have an option to make any variation/alteration/modification in such plans of the

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Real Estate Project, 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. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in Schedule D of this Agreement.

6.2 The Promoter shall be entitled to develop the said Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee / Purchaser has agreed to purchase the Said Apartment and Appurtenances based on the unfettered rights of the Promoter in this regard.

### **7. POSSESSION OF THE APARTMENT / PLOT:**

**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 / Purchaser and the common areas to the Association of Allottees / Purchasers 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 31/12/2022 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee / Purchaser 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) / Purchaser (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 / Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee / Purchaser, the Allottee / Purchaser 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. It is pertinent to mention here that owing to pandemic a 12 months extension for completion of construction on the said property has been amicably decided by The Land Owners and the Promoter.

**7.2 Procedure for taking possession-** The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) / Purchaser (s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee / Purchaser shall be carried out by the Promoter within three months from the date of issue of

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completion certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) / Purchaser (s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) / Purchaser (s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees/ Purchasers, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the completion certificate of the Apartment/Flat, as the case may be, to the Allottee / Purchaser at the time of conveyance of the same.

**7.3 Failure of Allottee / Purchaser to take possession of Apartment-** Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) / Purchaser (s) shall take possession of the [Apartment/ Flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the [Apartment/ Flat] to the Allottee(s). In case the Allottee(s) / Purchaser (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 specified under Para 7.2 above.

**7.4 Possession by the Allottee / Purchaser** - After obtaining the completion certificate and handing over physical possession of the [Apartment/Flat] to the Allottee /Purchaser, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including Common Areas of the Real Estate Project (as specified in Schedule E below), to the association of allottees / Purchasers, upon its formation and registration;

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below) to the association of allottees / Purchasers within thirty days after formation and registration of the association of allottees / Purchasers.

**7.5. Cancellation by Allottee / Purchaser** - The Allottee / Purchaser shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee / Purchaser proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to, upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Apartment and Appurtenances to another allottee / Purchaser and receipt of the sale price thereon, the Promoter shall after adjusting/deducting the booking amount, refund to the Allottee / Purchaser, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee / Purchaser 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.

**7.6 Compensation** - The Land Owner shall compensate the Allottee/ Purchaser in case of any loss caused to him due to defective title of the land, on which the Real

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Estate Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Allottee / Purchaser 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 / Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to allottee / Purchaser registering the deed of cancellation in respect of the Said Apartment and Appurtenances;

Provided that where an Allottee/ Purchaser 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 Said Apartment, which shall be paid by the Promoter to the Allottee / Purchaser within forty-five days of it becoming due.

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

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

- (i) The Owners have absolute, clear and marketable title with respect to the said Project Property; the requisite authority and rights to carry out development upon the said Project Property and absolute, actual, physical and legal possession of the said Project Property for the Real Estate Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.
- (iii) There are no encumbrances upon the said Project Property or the Real Estate Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Project Property or the Real Estate Project,;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the said Project Property and the Said 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 Real Estate Project, the said Project Property, the Said Apartment, the Said Building and Common Areas of the Real Estate Project till the date of handing over of the Real Estate Project to the association of allottees / Purchasers;
- (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 / Purchaser 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 / Purchaser under this Agreement;

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(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee / Purchaser 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 Said Apartment to the Allottee / Purchaser and the Common

Areas of the Real Estate Project to the association of allottees / Purchasers, upon the same being formed and registered;

(x) The said Project Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Project 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 apartment along with Common Areas of the Real Estate Project (equipped with all the specifications, amenities and facilities) has been handed over to the allottee / Purchaser and the association of allottees or the competent authority as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Property) has been received by or served upon the Promoter in respect of the said Project Property and/or the Real Estate 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 / Purchaser within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in Schedule D of this Agreement, and for which completion certificate, has been issued by the competent authority;

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

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee / Purchaser stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee / Purchaser be required to make the next payment without any interest; or

(ii) The Allottee / Purchaser 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 / Purchaser under any head whatsoever towards the purchase of the apartment, along



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with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to allottee / Purchaser registering the deed of cancellation in respect of the Said Apartment and Appurtenances;

Provided that where an Allottee/ Purchaser 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 Said Apartment, which shall be paid by the Promoter to the Allottee / Purchaser within forty-five days of it becoming due.

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

(i) In case the Allottee / Purchaser fails to make payment to the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee / Purchaser 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 / Purchaser under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter, upon 30 (thirty) days written notice, may cancel the allotment of the Apartment in favour of the Allottee / Purchaser. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Apartment and Appurtenances to another allottee / Purchaser and receipt of the sale price thereon, the Promoter shall after adjusting/deducting the booking amount, refund to the Allottee / Purchaser, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee / Purchaser 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.

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

The Promoter, on receipt of Total Price of the Said Apartment and Appurtenances (as provided in Schedule C under the Agreement) from the Allottee / Purchaser, shall execute a conveyance deed drafted by the Promoter's legal advisors and convey the title of the Said Apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottee / Purchaser:

However, in case the Allottee / Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee / Purchaser authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the Allottee / Purchaser shall be bound by its obligations as morefully mentioned in Clause 7.3 of this Agreement.

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

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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 will be paid/borne by the Allottee / Purchaser (to the Promoter) from the date of obtaining completion certificate till handover of maintenance of the Real Estate Project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees / Purchaser and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees / Purchasers of the Project including those mentioned in Schedule F below ("Common Expenses/Maintenance Charges").

### **12. DEFECT LIABILITY:**

12.1 It is clarified that the Promoter shall not be liable for 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 if the same have been caused by reason of the default and/or negligence of the Allottee / Purchaser and/or any other allottees in the Real Estate 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 / Purchaser and/or any other allottee/person in the Real Estate Project and/or the Said Property. The Allottee is/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 / Purchaser and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

### **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 of the Real Estate Project, garages/shops / covered parking and parking spaces for providing necessary maintenance services and the Allottee / Purchaser agrees to permit the association of allottees and/or maintenance agency to enter into the Said 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 Basement and Service Areas:**

The basement(s) and service areas, **if any**, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee / Purchaser shall not

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be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the allottees / Purchasers for rendering maintenance services. Further if allottees / Purchasers are not purchasing garage / car parking space they shall not have the right to park their cars in the parking space.

### **15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT:-**

15.1. Subject to Clause 12 above, the Allottee / Purchaser 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, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe 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 Said Building is not in any way damaged or jeopardized.

15.2. The Allottee / Purchaser 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 facade of the Said Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees / Purchaser 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 / Purchaser shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Building. The Allottee / Purchaser shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

15.3. The Allottee / Purchaser 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 / Purchaser 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 an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

### **17. ADDITIONAL CONSTRUCTIONS:**

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

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17.2 The Promoter if desires may on approval from the competent authority make addition to floors. However the specifications so to be provided to the Allottees / Purchasers shall remain unchanged and unaffected.

### **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 / Purchaser who has taken or agreed to take such Apartment.

### **19. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees / Purchasers 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.

### **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 (specify the address of the 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 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 for rectifying the default, which 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 after deducting 15% of the booking / earnest money so advanced by the Allottee to the Promoter.

### **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/plot/building, as the case may be.

### **22. RIGHT TO AMEND:**

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

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### **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 A LIMITATION TO ENFORCE:**

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [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 Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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 covered area of the Apartment bears to the total covered area of all the Apartments in the Project.

For better understanding the Promoter specifies the covered area as :

Carpet Area + Area of Balcony + Area of Wall + Stair, Lift and Lobby Proportion = Covered Area.

### **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

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the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

### **28. PLACE OF EXECUTION:**

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

### **29. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail. 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 ALLOTTEES:**

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

### **31. 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 or the rules or the regulations made thereunder.

### **32. GOVERNING LAW:**

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

### **33. DISPUTE RESOLUTION:**

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

## **THE SCHEDULE 'A - 1' ABOVE REFERRED TO** **(THE SUBJECT LAND / PROPERTY)**

**ALL THAT** the piece and parcel of bastu land measuring 5 (five) Cottahs 15 (fifteen) Chittacks and 14 (fourteen) sq.ft. more or less, lying and situated at Premises / Plot No. 48 Bangur Avenue, Block A, being Municipal Holding No. 85 (New), 64 (Old), Bangur Avenue, Block A, Police Station – Lake Town, Kolkata – 700055, in Municipal Ward No. 29, in Mouza – Shyamnagar (formerly Krishnapur), J.L. No. 32/20, (formerly 17), Re. Sa. 180, Touzi No. 228 & 229, in C.S. Dag No. 1274 (3K – 7Ch – 5Sq.ft), under C lying and situate at Mouza – Kalidaha in J.L. N.S. Khatian No. 860, and C.S. Dag No. 1278 (2K – 8Ch – 9Sq.ft), under C.S. Khatian No. 852 & 853, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub – Registrar Bidhannagar, Salt Lake, City, District – 24 Parganas (North), delineated the Plan annexed hereto and marked as Annexure “1” and bordered in colour Red thereon and butted and bounded as follows:

On the East: By 49, Bangur Avenue, Block – A;  
On the West: By 25’ – 0” wide Road  
On the North: By 20’ – 0” wide Road  
On the South: By 63, Bangur Avenue, Block – A;

## **THE SCHEDULE 'A - 2' ABOVE REFERRED TO** **(THE PROJECT PROPERTY)**

**ALL THAT** the piece and parcel of bastu land measuring 5 (five) Cottahs 15 (fifteen) Chittacks and 14 (fourteen) sq.ft. more or less, lying and situated at Premises / Plot No. 48 Bangur Avenue, Block A, being Municipal Holding No. 85 (New), 64 (Old), Bangur Avenue, Block A, Police Station – Lake Town, Kolkata – 700055, in Municipal Ward No. 29, in Mouza – Shyamnagar (formerly Krishnapur), J.L. No. 32/20, (formerly 17), Re. Sa. 180, Touzi No. 228 & 229, in C.S. Dag No. 1274 (3K – 7Ch – 5Sq.ft), under C lying and situate at Mouza – Kalidaha in J.L. N.S. Khatian No. 860, and C.S. Dag No. 1278 (2K – 8Ch – 9Sq.ft), under C.S. Khatian No. 852 & 853, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub – Registrar Bidhannagar, Salt Lake, City, District – 24 Parganas (North), delineated the Plan annexed hereto and marked as Annexure “1” and bordered in colour Blue thereon

## **SCHEDULE 'B'** **(Said Apartment And Appurtenances)**

(a) The Said Apartment, being Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_

## Draft Agreement for WBHIRA

floor, having covered area \_\_\_\_\_ sq. sq. ft. more or less and / or \_\_\_\_\_ sq. mtr, more or less, in Building No. \_\_\_\_\_. The layout of the Said Apartment is delineated in Red colour on the Plan annexed hereto and marked as Annexure “2”;

(b)The Said Parking Space / Garage, being No. \_\_\_\_\_, having covered area \_\_\_\_\_ sq. sq. ft. more or less and / or \_\_\_\_\_ sq. mtr, more or less, in the ground Floor of the building in the Said Complex; The layout of the Said Garage is delineated in Green colour on the Plan annexed hereto and marked as Annexure “2”;

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in Schedule E below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement; and

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment.

### **SCHEDULE ‘C’** **Payment**

The Total Price payable for the Apartment is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and Rs. \_\_\_\_\_, for parking space in the Garage /Covered /Open /Mechanical /MLCP, thus totalling to Rs...../- (.....) for the Apartment and Appurtenances.

### **(Payment Plan)**

SL NO.	PAYMENT SCHEDULE	AMOUNT (RS)
1.	On Application/ Booking	20%
2.	On Commencement of Piling of the Said Tower/Building	10%
3.	On Foundation	10%
4.	On Completion of 1 <sup>st</sup> Floor Roof Casting	10%
5.	On Completion of 2nd Floor Roof Casting	10%
6.	On Completion of 3 <sup>rd</sup> Floor Roof Casting	10%
7.	On Completion of 4 <sup>th</sup> Floor Roof Casting	10%
8.	On Completion of Brick Work	5%
9.	On Completion of POP of Said Apartment	5%
10.	On Completion of Flooring of Said Flat	5%
11.	Before Execution of Final Deed of Conveyance	5%

In addition to the Total Price, the Allottee shall also pay to the Promoter, as and when demanded, the amounts mentioned in the table below (collectively Extras), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

Electricity Meter Charges: Electricity Meter for Common Areas, security deposit and all other billed charges of the supply	
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## Draft Agreement for WBHIRA

agency for providing electricity/meter to the Common Areas, proportionately, to the Promoter Transformer Charges, Generator Charges,	
Maintenance Charges, (for common areas) Betterment Fees: betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Project Property or the Said Apartment And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter.	
Legal Fees, Stamp Duty and Registration Costs: fees of Advocate (Legal Advisor of the Promoter), who have drawn this Agreement and shall draw all further documents. The fee and costs shall be paid by the Allottee / Purchaser to the Promoter, who shall do all accounting with the Legal Advisors.	

### **SCHEDULE "D" ABOVE REFERRED TO**

#### **(Common Areas)**

1. Staircase and staircase landings, ultimate R.C.C. roof, open Spaces;
2. Underground Water reservoir, Pump, Over head water tank;
3. Septic Tank;
4. Common passages;
5. Roof right;
6. Sewerage connections including rain water pipes and soil pipes;
7. Water connection and water supply lines;
8. Lift
9. Open Land circumscribing the building;
10. Main Electric connection and all Electric lines and fittings installed in the common areas;
11. Building main door.

### **SCHEDULE "E" ABOVE REFERRED TO**

#### **(Specifications)**

- 1) Structure: RCC framed structure with anti termite treatment in the foundation.
- 2) Interior Walls: Conventional brickwork with mortar plaster and finished with Wall Putty / Normal POP finish for Tenants.
- 3) Windows: Aluminium Sliding Windows or such other windows as suggested by the Architect.
- 4) Doors: Quality flush doors on main entrance with outside portion matching with outside lobby décor with quality lock fitting.
- 5) Flooring: Vitrified tiles of reputed brand.

## Draft Agreement for WBHIRA

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- 6) Ground & Common Lobbies: Well decorated lobby
- 7) Electrical: Concealed wiring using flame retardant wires upto the said Unit (i.e. Main Line only).
- 8) Water supply: Common filtered water supply of the KMC through outlets in common toilets and common drinking water outlets.
- 9) Lift: Lift of KONE make or equivalent brand.
- 10) Common lighting: Overhead illumination for compound and street lighting.

### **SCHEDULE "F" ABOVE REFERRED TO**

The Allottee / purchaser shall bear and pay proportionately along with the owners and occupiers of the other flat:

1. The expenses of maintenances, repairing redecorating of the main entrance and the outer side of the building and inside wall colour the rain water pipe and electric wires and in building upto the building and to be enjoyed or used in the common areas of the occupiers purchase or other flats and the building as enjoyed or used in common areas of the occupiers purchase or other flats and the building as enjoyed in common with the occupiers/ purchaser of the other flats, office and/ or space in the said building.
2. Proportionate share of taxes including surcharges, commercial taxes and other taxes, outgoings levies and impositions from the date of making over possession of the said flat to be borne by the purchaser till the flat of the purchaser is separately assessed.
3. The cost of repairing, maintaining, cleaning and lighting the passage, landings, staircases, lift etc, and the other portion of the building.
4. The cost of working and maintenance of pump, common light common areas and facilities.
5. All expenses of common services and in connection with common areas and facilities.
6. Insurances of the building if any against earth quake, fire mob violence, riot and other natural calamities.
7. Such other expenses as are necessary or incidental for the maintenance and up keep of the said premises.

**IN WITNESS WHEREOF** the parties have hereunto set and subscribed their hand and seal to these presents the day month and year first above written.

Draft Agreement for WBHIRA

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SIGNED SEALED AND DELIVERED  
on behalf of the Land Owners  
/ Vendors / First Part at Kolkata  
in presence of

WITNESSES:

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_

**CONSTITUTED ATTORNEY FOR  
AND ON BEHLF OF THE FIRST PART**

SIGNED SEALED AND DELIVERED  
by the PROMOTER/CONFIRMING PARTY  
at Kolkata in presence of

- 1. \_\_\_\_\_
- 2

**PROMOTER/CONFIRMING  
PARTY/SECOND PART in its capacity**

SIGNED SEALED AND DELIVERED  
by the PURCHASER at Kolkata in presence of –

- 1. \_\_\_\_\_  
  
ALLOTTEE/  
  
**PURCHASER**
- 2.

Drafted and Identified by me,

Advocate  
High Court, Calcutta  
Enrl No.