

Draft Agreement for WBHIRA

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 _____

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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 st Floor Roof Casting	10%
5.	On Completion of 2nd Floor Roof Casting	10%
6.	On Completion of 3 rd Floor Roof Casting	10%
7.	On Completion of 4 th 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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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.

Draft Agreement for WBHIRA

- 5) Flooring: Vitrified tiles of reputed brand.
- 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, outgoing 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.

Draft Agreement for WBHIRA

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.

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.