

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this _____ day of _____, 2023 ,

BETWEEN

1. SRI. RAMESH PRASAD SINGHANIA having PAN **AIZPS4533R**, having AADHAR No. **767645336542**, son of Sri. Mohanlal Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, **2. SMT. SUDHA SINGHANIA** having PAN **AJCP6248P**, having AADHAR No. **841309018154**, wife of Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, **3. SRI. RAJAT KUMAR SINGHANIA** having PAN **AUFPS8799H**, having AADHAR No. **773536419934**, son of Sri. Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, **4. SRI. NILESH SINGHANIA** having PAN **AWFPS4467G**, son of Sri. Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, and presently residing at 2279 NW Stoney Creek Dr Issaquah, WA – 98027 duly represented by its constituted attorney **SRI. UMESH KUMAR KAJARIA**, son of Late. Mohanlall Kajaria, having PAN **AMIPK2934M**, by Faith-Hindu, by Nationality – Indian, by Occupation - Business and residing at 80/B Jatindra Mohan Avenue, Kolkata-700005, Police Station - Shyampukur, Post Office – Hatkhola, Kolkata - 700001, **2) SRI JAYANTA SARKAR**, son of Late. Phani Bhusan Sarkar, having PAN **BFJPS1003L**, by Faith - Hindu, by Nationality – Indian, by Occupation - Business and residing at 34/E, Raja Naba Krishna Street, Kolkata - 700005, Police Station – Shyampukur, Post Office - Hatkhola, hereinafter collectively called and referred to as the **“VENDORS/LANDOWNERS”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, Successor-in-Office, representative, men, agent and permitted assigns) of the **FIRST PART**.

AND

_____ having PAN _____, having (Aadhar Number _____, Mobile No. _____, son of _____, about _____ years, by Faith - Hindu, by Occupation - _____, hereinafter called the “PURCHASER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees).

AND

M/s. BHOLENATH DEVELOPERS & CONSTRUCTION, a Partnership Firm, having PAN **AAJFB7194D**, having its registered office at 32, Armenian Street, Kolkata - 700001, Developer and land merchant duly represented by its Partners **1) SRI. UMESH KUMAR KAJARIA**, son of Late. Mohanlall Kajaria, having PAN **AMIPK2934M**, by Faith-Hindu, by Nationality – Indian, by Occupation - Business and residing at 80/B Jatindra Mohan Avenue, Kolkata- 700005, Police Station - Shyampukur, Post Office – Hatkhola, Kolkata - 700001, **2) SRI JAYANTA SARKAR**, son of Late. Phani Bhusan Sarkar, having PAN **BFJPS1003L**, by Faith - Hindu, by Nationality – Indian, by Occupation - Business and residing at 34/E, Raja Naba Krishna Street, Kolkata - 700005, Police Station – Shyampukur, Post Office - Hatkhola, hereinafter referred to as the ‘**BUILDERS/DEVELOPERS**’ (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs. executors, legal representatives, successors, successors-in-interest, administrators and assigns) of the **SECOND PART**.

The **VENDORS/LANDOWNERS** and **PURCHASER** and **DEVELOPER** shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS by a Registered Deed or Indenture dated 29th April, 1930 executed between Bihari Lal Muillick as Vendor had sold, transferred, conveyed the said ALL THAT messuage tenement or dwelling house **TOGETHER WITH** piece and parcel of revenue paying land containing an area of 2 Cottahs 15 Chittacks 20 sq. ft. be the same or a little more or less

situate and being premises No. 22/1, Ashutosh Dey Lane, Calcutta and now numbered as premises No. 8, Ashutosh Dey Lane, Calcutta comprised in Holding No. 279, Block No. 19, in the Northern Division of the Town of Calcutta in favour of Haribukush Bhagat as Purchaser and registered in the office of Registrar of Assurances Calcutta recorded in Book No. I, Volume No. 70, Pages from 17 to 29, and being No. 1458 for the year 1930.

AND WHEREAS the said property was purchased out of the funds Haribox Gopiram (HUF) and was treated as HUF property of which the said Haribukush Bhagat was the Karta during his lifetime.

AND WHEREAS after the death of the said Haribukush Bhagat his son Gopiram Bhagat became Karta of the said HUF.

AND WHEREAS after the death of the said Gopiram Bhagat his son Prahlad Rai Bhagat became the Karta of the said HUF.

AND WHEREAS while seized and possessed of the said property the said Prahlad Rai Bhagat for Self and as Karta of the said Haribux Gopiram HUF gifted the said property by a Registered Deed of Gift dated 8th March 1972 to his grandson Piyush Kumar Bhagat the Vendor therein who then was a minor and was represented by his father and natural guardian Sri Nirmal Kumar Bhagat and the said Deed of Gift is registered in the office of Registrar of Assurances, Calcutta recorded in Book No. I, Volume No. 29, Pages 169 to 175, being No. 1471 for the year 1972 and registered in the Office of the Registered of Assurances, Calcutta.

AND WHEREAS the said Piyush Kumar Bhagat attained majority on 28th May, 1981.

AND WHEREAS the said Piyush Kumar Bhagat the Vendor therein is otherwise seized and possessed of and is sufficiently entitled to the said property in fee simple as absolute owner

thereof and the said property is absolutely free from all encumbrances save and except the said tenancy.

AND WHEREAS the Purchasers therein have contacted the Vendor therein for purchase of the said entire property with tenancy at and for a consideration of Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand) only which has been agreed to by the Vendor.

AND WHEREAS by a Registered Indenture dated 22.03.2002 executed between Piyush Kumar Bhagat as Vendor therein had sold the said land as mentioned in the Schedule thereunder written and in the First Schedule hereunder written in favour of Sri. Ramesh Prasad Singhania, Smt. Sudha Singhania, Sri. Rajat Kumar Singhania, Sri. Nilesh Kumar Singhania as Purchasers therein and landowners herein and same has been registered in the office of Additional Registrar of Assurances - II, Calcutta and recorded in Book No. I, Volume No. 1, Pages from 1 to 21, and being No. 02427 for the year 2002.

AND WHEREAS that the said Sri. Nilesh Kumar Singhania had attained the majority on 14th April 2002.

AND WHEREAS the said Sri. Ramesh Prasad Singhania, Smt. Sudha Singhania, Sri. Rajat Kumar Singhania, Sri. Nilesh kumar Singhania became the absolute joint owners of the said property which is morefully described in the First Schedule hereunder written and they had jointly mutated their names in the records of the Kolkata Municipal Corporation being Assessee No. 110260300090.

AND WHEREAS the said Sri. Nilesh Kumar Singhania as Executant by virtue of Power of Attorney dated 28.12.2020 executed from State of Washington, USA. Franklin being number J22009130 dated 31st December 2020 and duly attested from the kolkata Collectorate Office on 27/01/2021 thereby appointed his Constituted Attorney namely Sri Rajat kumar Singhania to manage and look after his share in respect of the aforesaid

mentioned property.

AND WHEREAS a Registered Development Agreement on dated 27.09.2022 executed between that the said Sri. Ramesh Prasad Singhania, Smt. Sudha Singhania, Sri. Rajat Kumar Singhania, and Sri. Nilesh Singhania as Landowners (And the said Nilesh Singhania represented by its constituted attorney Sri. Rajat Kumar Singhania), therein in favour of M/s. Bholenath Developers & Construction, a Partnership Firm, having PAN AAJFB7194D, represented by its partners Sri Umesh Kumar Kajaria and Sri Jayanta Sarkar, as Developer and same has been registered in the office of Additional Registrar of Assurances – I, Kolkata and recorded in Book No. I, and being No. 190108767 for the year 2022.

AND WHEREAS that by a Registered Development Power of Attorney dated 27.09.2022 executed between Sri. Ramesh Prasad Singhania, Smt. Sudha Singhania, Sri. Rajat Kumar Singhania, as Executants Landowners for their undivided 3/4th share of the said property in favour Sri Umesh Kumar Kajaria and Sri Jayanta Sarkar are the Partners of M/s. Bholenath Developers & Construction and the same has been registered in the office of Additional Registrar of Assurances – I, Kolkata and recorded in Book No. I, and being No. 190110143 for the year 2022.

AND WHEREAS the said Sri. Nilesh Kumar Singhania as Executant by virtue of Power of Attorney dated 29.10.2022 executed from State of Washington, USA. Franklin being number ESF/101876/22 dated 01st December 2022 and duly attested from the kolkata Collectorate Office on 27/01/2023 thereby appointed his Constituted Attorney namely Sri Umesh Kumar Kajaria and Sri Jayanta Sarkar to manage and look after his share in respect of the aforesaid mentioned property.

AND WHEREAS that the said Owner/Landowners and Developers had jointly entered into an Allocation Agreement dated _____ to allocate the Landowner's Allocation and the Developer's Allocation as contained therein.

AND WHEREAS that the said Developer had applied before the Kolkata Municipal

Corporation for obtaining a Building Sanctioned Plan for constructing a Ground plus Four upper floors (i.e. G+ 4) multi-storied building proposed to be constructed on the aforesaid Premises and the Kolkata Municipal Corporation duly passed, granted and/or approved a Building Sanctioned Plan (vide Building Sanctioned Plan No. 2022040037 dated 20.01.2023).

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- A.** 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.
- B.** 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;
- C.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **VENDORS/LANDOWNERS/DEVELOPER**, hereby agrees to sell and the **PURCHASER/S** hereby agrees to purchase a self contained **FLAT No. _____, together with _____ CAR PARKING SPACES** as morefully described in the **SECOND SCHEDULE** hereunder written.

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the **VENDORS/LANDOWNERS DEVELOPER** agrees to sell to the **PURCHASER/S** and the **PURCHASER/S** hereby agrees to purchase, the said one self contained _____ and _____ Parking Spaces as morefully described in the Second Schedule hereunder written.

2. The Total Price for the FLAT No. ____ and ____ Car Parking Spaces based on the _____ area is Rs. _____/- (Rupees _____ only (“**Total Price**”).

Rate of FLAT @ Rs. _____ super built up area per square feet.

Rate of _____ Parking Spaces Rs. _____/-

FLAT No. _____ having carpet area of _____ square feet equal to ____ Sq. Ft Super Built up area.

Floor : _____ Floor

Rate of the Flat excludes security deposit against Maintenance of the building (Fifth Schedule) and also the additional charges as per Fourth & Seventh Schedule.

Explanation:

- (i) The Total Price above includes the booking amount paid by the **PURCHASER/S** to the **VENDORS/LANDOWNERS/DEVELOPER** towards the said one self contained _____ bedrooms FLAT and _____ Covered Car Parking Spaces;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the **VENDORS/LANDOWNERS**, by way of GST, or any other similar taxes which may be levied, in connection with the construction of the Project payable by the **DEVELOPER/VENDORS/LANDOWNERS**) up to the date of handing over the possession of the said oneself contained three bedrooms FLAT and Covered Car Parking Spaces:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the **PURCHASER/S** to the

VENDORS/LANDOWNERS/DEVELOPERS shall be increased/reduced based on such change / modification;

- (iii) The **VENDORS/LANDOWNERS/DEVELOPER** shall periodically intimate to the **PURCHASER/S**, the amount payable as stated in (i) above and the **PURCHASER/S** shall make payment within 15 (Fifteen) days from the date of such written intimation. In addition, the **VENDORS/LANDOWNERS/DEVELOPER** shall provide to the **PURCHASER/S** the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of said FLAT and _____ Car Parking Spaces includes: 1) pro rata share in the Common Areas; as provided in the Agreement.
- (v) The Total Price of the said one self contained _____ FLAT and ___ Car Parking Spaces exclude the security Deposit against Maintenance of the Building @ Rs. ____/- per Sq. Ft Rs. _____/- (_____ Only) as per Fifth schedule along with additional charges Rs. _____/- (Rupees _____ only) as per the Fifth Schedule and Rs. _____/- (_____ only) as per the Seventh Schedule would be payable by the purchaser at the time of taking possession of the unit.

Provided that the **VENDORS/LANDOWNERS/DEVELOPER** may make such minor additions or alterations as may be required by the **PURCHASER/S**, or such minor changes or alterations as per the provisions of the Act.

Subject to Clause 9.3 the **VENDORS/LANDOWNERS/DEVELOPER**, agrees and acknowledges, the **PURCHASER/S** shall have the right to the **SAID** one self contained **FLAT** and **COVERED CAR PARKING SPACE** as mentioned below:

- (i) The **PURCHASER/S** shall have exclusive ownership of the said one self contained Flat and covered car parking space;
- (ii) The **PURCHASER/S** shall also have undivided proportionate share in the Common Areas. Since the share / interest of **PURCHASER/S** in the Common Areas is undivided

and cannot be divided or separated, the **PURCHASER/S** shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the **PURCHASER/S** to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the **VENDORS/LANDOWNERS/DEVELOPER** shall convey undivided proportionate title in the common areas to the association of **PURCHASER/S** as provided in the Act;

- (iii) That the computation of the price of the one self contained Flat and the Covered Car Parking Space include recovery of price of land, construction of not only the flat and the Covered Car Parking Spaces but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, in the common areas etc. and includes cost for providing all other facilities as **Provided** within the Project.

The **PURCHASER/S** shall make the payment as per the payment plan set out in **FOURTH SCHEDULE and FIFTH SCHEDULE** ("Additional Payment Plan") which may be treated as an integral Part of this Agreement.

It is made clear by the **VENDORS/LANDOWNERS/DEVELOPER** and the **PURCHASER/S** agrees that the Flat along with the covered parking spaces shall be treated as a single unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the **PURCHASER/S**. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the **PURCHASER/S** of the Project.

The **VENDORS/LANDOWNERS/DEVELOPER** agrees to pay all outgoings before transferring the physical possession of the **FLAT AND THE COVERED CAR PARKING SPACES** to the **PURCHASER/S**, which it has collected from the **PURCHASER/S**, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes,

charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project. If the **VENDORS/LANDOWNERS/DEVELOPER** fails to pay all or any of the outgoings collected by it from the **PURCHASER/S** or any liability, mortgage loan and interest thereon before transferring the apartment to the **PURCHASER/S**, the **VENDORS/LANDOWNERS/DEVELOPER** 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.

The **PURCHASER/S** have paid a sum of Rs. _____/- , (Rupees _____ only) as booking amount being part payment towards the Total Price of the one self contained FLAT and the _____ Covered Car Parking Spaces at the time of application of the receipt of which the **VENDORS/LANDOWNERS/DEVELOPER** hereby acknowledges and the **PURCHASER/S** hereby agrees to pay the remaining price of the Flat and the Covered Car Parking Spaces as prescribed in the Payment Plan and Additional Payment Plan being **FOURTH AND FIFTH SCHEDULE** as may be demanded by the **VENDORS/LANDOWNERS/DEVELOPER** within the time and in the manner specified therein:

Provided that if the **PURCHASER/S** delays in payment towards any amount for which is payable, they shall be liable to pay interest at the rate specified in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the **VENDORS/LANDOWNERS/DEVELOPER** abiding by the construction milestones, the **PURCHASER/S** shall make all payments, on demand by the **VENDORS/LANDOWNERS/DEVELOPER** within the stipulated time as mentioned in the Payment Plan and Additional Payment Plan being **FOURTH AND FIFTH SCHEDULE** through A/c Payee cheque/demand draft or online payment (as

applicable) in favour of '**BHOLENATH DEVELOPERS & CONSTRUCTION**' herein referred to as the **VENDORS/LANDOWNERS/DEVELOPER**, payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The **PURCHASER/S** authorizes the **VENDORS/LANDOWNERS/DEVELOPER** to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in his name as the **VENDORS/LANDOWNERS/DEVELOPER** may in its sole discretion deem fit and the **PURCHASER/S** undertakes not to object/demand/direct the **VENDORS/LANDOWNERS/DEVELOPER** to adjust the payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the **VENDORS/LANDOWNERS/DEVELOPER** as well as the **PURCHASER/S**. The **VENDORS/LANDOWNERS/DEVELOPER** shall abide by the time schedule for completing the project and handing over the **FLAT and THE COVERED**

CAR PARKING SPACE (with all fittings and fixtures as specified in the brochure) to the **PURCHASER/S** and the common areas to the association of the **PURCHASER/S** (subject to formation of the association) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the **PURCHASER/S** shall make timely payments of the instalment and other dues payable by them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the **VENDORS/LANDOWNERS/DEVELOPER** as provided in Payment Plan and Additional Payment Plan duly mentioned in **FOURTH AND FIFTH Schedule**”

6. CONSTRUCTION OF THE PROJECT/ FLATS:

The **PURCHASER/S** has seen the specifications of the Flat and the two Covered Car Parking Spaces and accepted the Payment Plan, Additional Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the **VENDORS/LANDOWNERS/DEVELOPER**.

The **VENDORS/LANDOWNERS/DEVELOPER** shall develop the Project in accordance with the said layout plans, floor plans and specifications FLAT (with all fittings and fixtures as specified in the brochure). Subject to the terms in this Agreement, the **VENDORS/LANDOWNERS/DEVELOPER** undertakes to strictly abide by such plans approved by the competent Authorities.

7. POSSESSION OF THE FLAT:

Schedule for possession of the said Flat: The **VENDORS/LANDOWNERS/DEVELOPER** agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The **VENDORS/LANDOWNERS/DEVELOPER**, based on the approved plans and specifications, assures to hand over possession of the Flat and covered car parking spaces on December, 2024, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, Pandemic affecting the regular development of the real estate project (“Force Majeure”). If,

however, the completion of the Project is delayed due to the Force Majeure conditions then the **PURCHASER/S** agrees that the **VENDORS/LANDOWNERS/DEVELOPER** shall be entitled to the extension of time for delivery of possession of the Flat, **provided** that such **Force Majeure** conditions are not of a nature which make it impossible for the contract to be implemented.

7.1 PROCEDURE FOR TAKING POSSESSION – The **VENDORS/LANDOWNERS/DEVELOPER**, upon obtaining the occupancy/completion certificate from the competent authority shall offer in writing the possession of the Flat and the Covered Car Parking Space, to the **PURCHASER/S** in terms of this Agreement to be taken **within 3 (THREE)- months from the date of issue of such notice** and the **VENDORS/LANDOWNERS/DEVELOPER** shall give possession of the Flat and the Covered Car Parking Space to the **PURCHASER/S**. The **VENDORS/LANDOWNERS/DEVELOPER** agrees and undertakes to indemnify the **PURCHASER/S** in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **VENDORS/LANDOWNERS/DEVELOPER**. The **PURCHASER/S** agree to pay the maintenance charges as determined by the **VENDORS/LANDOWNERS/DEVELOPER** association of **PURCHASER**, as the case may be. The **VENDORS/LANDOWNERS/DEVELOPER** on its behalf shall offer the possession to the **PURCHASER/S** in writing within 90 days of receiving the **occupancy/completion certificate** of the Project.

7.2 FAILURE OF PURCHASER/S TO TAKE POSSESSION OF FLAT: Upon receiving a written intimation from the **VENDORS/LANDOWNERS/DEVELOPER** as per clause 6.1, the **PURCHASER/S** shall take possession of the Flat and the Covered Car Parking Space from the **VENDORS/LANDOWNERS/DEVELOPER** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **VENDORS/LANDOWNERS/DEVELOPER** shall give possession of the Flat and the Covered Car Parking Spaces to the **PURCHASER/S**. In case the **PURCHASER/S** fail to

take possession within the time provided in clause 6.1, such **PURCHASER/S** shall continue to be liable to pay maintenance charges as applicable.

7.3 POSSESSION BY THE PURCHASER/S – After obtaining the **occupancy/completion certificate** and handing over physical possession of the Flat and the Covered Car Parking Spaces to the **PURCHASER/S**, it shall be the responsibility of the **VENDORS/LANDOWNERS/DEVELOPER**, to hand over the necessary documents and plans, including common areas, to the association of the **PURCHASER/S** or the competent authority, as the case may be, as per the local laws.

7.4 CANCELLATION BY PURCHASER/S – The **PURCHASER/S** shall have the right to cancel/withdraw his allotment in the Project as provided in the **REAL ESTATE (REGULATION AND DEVELOPMENT) Act 2016** (herein after referred to as the **said ACT and RULES** framed thereunder.

Provided that where the **PURCHASER/S** propose to cancel/withdraw from the project without any fault of the **PROMOTER/VENDOR/LAND OWNER**, the **VENDORS/LANDOWNERS/DEVELOPER** shall be entitled to cancellation charges as mentioned in **SIXTH SCHEDULE** which may be treated as an integral part of this Agreement.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS/LANDOWNERS/DEVELOPER:

The **VENDORS/LANDOWNERS/DEVELOPER**, hereby represents and warrants to the **PURCHASER/S** as follows:

- (i) The **VENDORS/LANDOWNERS/DEVELOPER**, has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The **VENDORS/LANDOWNERS/DEVELOPER**, has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flats are valid and subsisting and have been obtained by following due process of law.

Further, the **VENDORS/LANDOWNERS/DEVELOPER**, has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat and common areas;

- (vi) The **VENDORS/LANDOWNERS/DEVELOPER**, 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 **PURCHASER/S** created herein, may prejudicially be affected;
- (vii) The **VENDORS/LANDOWNERS/DEVELOPER**, has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Flat and the Covered Car Parking Spaces which will, in any manner, affect the rights of **PURCHASER/S** under this Agreement;
- (viii) The **VENDORS/LANDOWNERS/DEVELOPER**, confirms that it has not been restricted in any manner whatsoever from selling the said Flat and the Covered Car Parking Spaces to the **PURCHASER/S** in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed of Conveyance the **VENDORS/LANDOWNERS/DEVELOPER**, shall handover lawful, vacant, peaceful, physical possession of the Flat and the Covered Car Parking Spaces(with all

fittings and fixtures as specified in the brochure) to the **PURCHASER/S** and the common areas to the Association of the building after its formation;

- (x) The **VENDORS/LANDOWNERS/DEVELOPER**, 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 upto the issuance of the Occupancy certificate;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the **VENDORS/LANDOWNERS/DEVELOPER**, in respect of the said Land and/or the Project;
- (xii) That the property is not Waqf property.

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

Subject to the Force Majeure clause, the **VENDORS/LANDOWNERS/DEVELOPER**, shall be considered under a condition of Default, in the following events:

- (i) **VENDORS/LANDOWNERS/DEVELOPER**, fails to provide ready to move in possession of the Flat and the Covered Car Parking Space (with all fittings and fixtures as specified in the brochure) to the **PURCHASER/S** within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the **FLAT AND THE COVERED CAR PARKING SPACE** (with all fittings and fixtures as specified in the brochure) shall be in a habitable condition which is complete in all respects;

Provided that where the **PURCHASER/S** does not intend to withdraw from the project or terminate the Agreement, they shall be paid, by the **VENDORS/LANDOWNERS/DEVELOPER**, interest at the rate specified in the SAID Rules, as mentioned in clause 7 herein above for every month of delay till the handing over of the possession of the Flat and the Covered Car Parking Space.

The PURCHASER/S shall be considered under a condition of Default, on the occurrence of the following events:

- (ii) In case the **PURCHASER** fail to make payments for 2(Two) consecutive demands made by the **VENDORS/LANDOWNERS/DEVELOPER**, as per the Payment Plan, Additional Payment Plan annexed hereto, despite having been issued notice in that regard the **PURCHASER/S** shall be liable to pay interest to the **VENDORS/LANDOWNERS/DEVELOPER**, on the unpaid amount at the rate specified in the said Rules as mentioned in clause 7 herein above.
- (iii) In case of Default by **PURCHASER/S** under the condition listed above continues for a period beyond consecutive months after notice from the **VENDORS/LANDOWNERS/DEVELOPER**, in this regard, it shall cancel the allotment of the Flat and the Covered Car Parking Spaces in favour of the **PURCHASER/S** and refund the amount money paid to them by the **PURCHASER/S** by deducting the booking amount and the interest liabilities morefully and particularly described in **SIXTH SCHEDULE** herein above mentioned and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID FLAT AND THE CAR PARKING SPACE:

The **VENDORS/LANDOWNERS/DEVELOPER**, on receipt of complete amount of the Price of the Flat and the Covered Car Parking Space under the Agreement from the **PURCHASER/S**, shall execute a Deed of Conveyance and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy/completion certificate.

The Deed of Conveyance shall be prepared by Mr. Govind Agarwal Advocate of 4A, Council House Street, Kolkata – 70001, Room no. B-1 & B-2, and Cost for preparation and Registration of this Agreement for Sale and Deed of Conveyance has been more

fully and particularly mentioned in **SEVENTH SCHEDULE** which may be treated as an integral part of this Agreement.

However, in case the **PURCHASER/S** fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the **PURCHASER/S** authorize the **VENDORS/LANDOWNERS/DEVELOPER**, to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration charges to the **PROMOTER/VENDOR/LAND OWNER**, is made by the **PURCHASER/S**. The **PURCHASER/S** shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING/FLATS:

The **VENDORS/LANDOWNERS/DEVELOPER**, 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 the **PURCHASER/S**. The cost of such maintenance has been mentioned in the **FOURTH AND FIFTH SCHEDULE** herein above mentioned and also annexed to this Agreement.

12. DEFECT LIABILITY:

It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the **VENDORS/LANDOWNERS/DEVELOPER**, as per the agreement for sale relating to such development is brought to the notice of the **VENDORS/LANDOWNERS/DEVELOPER**, within a period of 5 (FIVE) years by the **PURCHASER/S** from the date of handing over possession, it shall be the duty of the **VENDORS/LANDOWNERS/DEVELOPER**, to rectify such defects without further charge, within 30(thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved

PURCHASER/S shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF PURCHASER/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The **PURCHASER/S** hereby agrees to purchase the Flat and the Covered Car Parking Space on the specific understanding that their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of **PURCHASER/S** (or the maintenance agency appointed by it) and performance by the **PURCHASER/S** of all their obligations in respect of the terms and conditions specified by the maintenance agency or the association of **PURCHASER/S** from time to time.

14. RIGHT TO ENTER THE FLAT FOR REPAIRS:

The **VENDORS/LANDOWNERS/DEVELOPER** maintenance agency /association of **PURCHASER/S** shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the **PURCHASER/S** agrees to permit the association of **PURCHASER/S** and/or maintenance agency to enter into the Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

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

association of **PURCHASER/S** formed by the **PURCHASER/S** for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT: Subject to Clause 12 above, the **PURCHASER/S** shall, after taking possession, be solely responsible to maintain the Flat and the Covered Car Parking Spaces at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The **PURCHASER/S** further undertakes, assures and guarantees that they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The **PURCHASER/S** 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 **PURCHASER/S** shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the Building. The **PURCHASER/S** shall also not remove any wall, including the outer and load bearing wall of the Flat. The **PURCHASER/S** shall plan and distribute its electrical load in conformity with the electrical systems installed by the **VENDORS/LANDOWNERS/DEVELOPER** and thereafter the association of **PURCHASER/S** and/or maintenance agency appointed by association of **PURCHASER/S**. The **PURCHASER/S** shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:

The **PURCHASER/S** are entering into this Agreement for Sale for one self contained Flat and car parking space (with all fittings and fixtures as specified in the brochure) with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the **PURCHASER/S** hereby undertakes that they shall comply with and carry out, from time to time after they have taken over for occupation and use the said Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat at their own cost.

18. ADDITIONAL CONSTRUCTIONS:

The **VENDORS/LANDOWNERS/DEVELOPER**, undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as **Provided** in the Act.

The **VENDORS/LANDOWNERS/DEVELOPER**, can if it gets sanction from the authority for further construction.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the **VENDORS/LANDOWNERS/DEVELOPER**, executes this Agreement it shall not mortgage or create a charge on the Flat Building 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 **PURCHASER/S** who has taken or agreed to take such Flat in the Building.

20. APARTMENT OWNERSHIP ACT:

The **VENDORS/LANDOWNERS/DEVELOPER**, has assured the **PURCHASER/S** that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The **VENDORS/LANDOWNERS/DEVELOPER**, showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT:

Forwarding this Agreement to the **PURCHASER/S** by the **VENDORS/LANDOWNERS/DEVELOPER**, does not create a binding obligation on the part of the **VENDORS/LANDOWNERS/DEVELOPER**, or the **PURCHASER/S** until, firstly, the **PURCHASER/S** signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan and Additional Payment Plan within 30 (thirty) days from the date of receipt by the **PURCHASER/S** and secondly, appears for registration of the same before the concerned Registrar of Assurances Kolkata as and when intimated by the **VENDORS/LANDOWNERS/DEVELOPER**, If the **PURCHASER/S** fail to **VENDORS/LANDOWNERS/DEVELOPER**, this Agreement within 30 (thirty) days from the date of its receipt by the **PURCHASER/S** and/or appear before the Registrar of Assurance Kolkata for its registration as and when intimated by the **VENDORS/LANDOWNERS/DEVELOPER**, then the **VENDORS/LANDOWNERS/DEVELOPER**, shall serve a notice to the **PURCHASER/S** for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the **PURCHASER/S**, application of the **PURCHASER/S** shall be treated as cancelled and all sums deposited by the **PURCHASER/S** in connection therewith including the booking amount shall be returned to the **PURCHASER/S** without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT ARE APPLICABLE ON PURCHASER/S AND SUBSEQUENT PURCHASER/S:

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 Project shall equally be applicable to and enforceable against any subsequent **PURCHASER/S** of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

The **VENDORS/LANDOWNERS/DEVELOPER**, may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the **PURCHASER/S** in not making payments as per the Payment Plan, Additional Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the **PURCHASER/S** that exercise of discretion by the **VENDORS/LANDOWNERS/DEVELOPER**, in the case of one **PURCHASER/S** shall not be construed to be a precedent and /or binding on the **VENDORS/LANDOWNERS/DEVELOPER**, to exercise such discretion in the case of other **PURCHASER/S**.

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

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to

the extent necessary to conform to Act or the Rules and Regulations made thereunder 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.

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

Wherever in this Agreement it is stipulated that the **PURCHASER/S** have to make any payment, in common with other **PURCHASER/S** in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flat in the Project.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the **VENDORS/LANDOWNERS/DEVELOPER**, through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the **PURCHASER/S**, in Kolkata after the Agreement is duly executed by the **PURCHASER/S** and the **VENDORS/LANDOWNERS/DEVELOPER**, or simultaneously with the execution the said Agreement shall be registered at the office of the ARA Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

That all notices to be served on the **PURCHASER/S** and the **VENDORS/LANDOWNERS/DEVELOPER**, as contemplated by this Agreement shall be deemed to have been duly served if sent to the **PURCHASER/S** or the **VENDORS/LANDOWNERS/DEVELOPER**, by Registered Post at their respective addresses specified below:

i) **DEVELOPER NAME : M/s. BHOLENATH DEVELOPERS & CONSTRUCTION**

Registered Office Address: 32, Armenian Street, Kolkata - 700001

ii) **NAME OF PURCHASER/S:**

It shall be the duty of the **PURCHASER/S** and the **VENDORS/LANDOWNERS/DEVELOPER**, 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 **VENDORS/LANDOWNERS/DEVELOPER**, or the **PURCHASER/S**, as the case may be.

31. JOINT PURCHASER/S:

That in case there are Joint **PURCHASER/S** all communications shall be sent by the **VENDORS/LANDOWNERS/DEVELOPER** to the **PURCHASER/S** whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the **PURCHASER/S**.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Court of Law having jurisdiction over the property or through the Adjudicating Officer as and when appointed under the **Act**.

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

FIRST SCHEDULE ABOVE REFERRED TO

(Description of Landed Property)

ALL THAT partly two storied and partly three storied brick built house **TOGETHER WITH** the piece and parcel of land thereunto belonging and on the part whereof the same is erected and built containing 2 Cottahs, 15 Chittacks and 20 sq. ft. be the same a little more or less situated lying at and being Premises No. 8, Ashutosh Dey Lane, Kolkata - 700006, Police Station – Girish park previously Jorsanko, under Ward No. 26, within the limits of Kolkata Municipal Corporation, Registry office Calcutta in Holding No. 279, Block No. 19, in the North Division of Calcutta, butted and bounded in the manner following :

ON THE NORTH : By Ashutosh Dey Lane.

ON THE EAST : By 10A, Ashutosh Dey Lane

ON THE SOUTH : By Busti bearing Premises No. 6, Dinanath Mitra Lane.

ON THE WEST : By 6, Ashutosh Dey Lane.

SECOND SCHEDULE MENTIONED HEREIN ABOVE

ALL THAT Flat no. _____, on ___ Floor, having carpet area of _____ square feet equivalent to _____ Sq. Ft Super Built up area, be the same a little more or less, in the Building along with _____ covered parking area being Nos. _____, in the Ground

floor of the Building “ _____”, at the premises no. 8, Ashutosh Dey Lane, Kolkata - 700006, Police Station – Girish park previously Jorsanko, under Ward No. 26, within the limits of Kolkata Municipal Corporation as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) of the said premises more fully and particularly described in the **FIRST SCHEDULE** hereinabove written and delineated in the plan annexed hereto duly bordered thereon in “**RED**”. out of the total area of land comprising in the entire Residential Area/said premises

THIRD SCHEDULE MENTIONED HEREIN ABOVE

Payment Schedule and Terms &Conditions				
GST @ 5 % applicable on Flat Value'				
Cheque in favour of : BHOLENATH DEVELOPERS & CONSTRUCTION				
PAYMENT SCHEDULE				
SNO	PARTICULARS	FLAT	PARKING	OTHERS
1	Booking Amount (Minimum Rs. 2 Lacs) /agreement of sale	20%	20%	20%
2	On Completion of Foundation Work	7.5%	7.5%	7.5%
3	On Completion of Ground Floor Roof	7.5%	7.5%	7.5%
4	On Completion of 1st Floor Roof	7.5%	7.5%	7.5%
5	On Completion of 2nd Floor Roof	7.5%	7.5%	7.5%
6	On Completion of Third Floor Roof	7.5%	7.5%	7.5%
7	On Completion of 4th Floor Roof	7.5%	7.5%	7.5%
8	On Completion of Brickwork of the Flat Booked	7.5%	7.5%	7.5%
9	On Completion of inside Plaster	7.5%	7.5%	7.5%
10	On Completion of Flooring	10%	10%	10%
11	On Possession and Registration	10%	10%	10%

TOTAL PAYMENT	100%	100%	100%
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NOTE : All the above details are subject to change and revision as per requirement at the discretion of the Developer.

FOURTH SCHEDULE MENTIONED HEREIN ABOVE

UTILITY CHARGES	
H.T. /L.T / Transformer Charges	Rs.50 /- sq.ft + GST

NOTE : All the above details are subject to change and revision as per requirement at the discretion of the Developer.

FIFTH SCHEDULE MENTIONED HEREIN ABOVE

ADDITIONAL CHARGES	
Maintenance Deposit (For 1 year maintenance)	Rs.30/- per sq.ft.+ GST
Municipal Deposit	As per actual
Individual Meter Deposit	As per actual

NOTE : All the above details are subject to change and revision as per requirement at the discretion of the Developer.

SIXTH SCHEDULE MENTIONED HEREIN ABOVE

OTHER IMPORTANT TERMS & CONDITIONS	
Cancellation Charges @ Rs 1 Lac + GST if cancelled before execution of agreement or 30 days whichever is earlier	
Cancellation Charges @ Rs 2 Lac + GST if cancelled after execution of agreement .	

Nomination Charges @ Rs.100 per sq ft + GST and is allowed only after 12 months of agreement

NOTE : All the above details are subject to change and revision as per requirement at the discretion of the Developer.

SEVENTH SCHEDULE MENTIONED HEREIN ABOVE

ANCILLARY CHARGES	
Legal and Documentation Charges (Rs. 12500/- at the time of signing of the Agreement for Sale and Balance R. 12,500/- at the time of Execution of Deed of Conveyance	Rs.25000/- per Flat

NOTE : All the above details are subject to change and revision as per requirement at the discretion of the Developer.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED SEALED AND DELIVERED

**By the VENDORS/LANDOWNERS at
Kolkata In the presence of:**

1.

2.

**SIGNATURE OF
VENDORS/LANDOWNERS**

SIGNED SEALED AND DELIVERED

**By the PURCHASER at Kolkata
In the presence of:**

1.

SIGNATURE OF PURCHASER

2.

SIGNED SEALED AND DELIVERED

By the DEVELOPER at Kolkata

In the presence of:

1.

2.

Drafted by me:

Advocate

High Court Calcutta