

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this February, Two Thousand and Twenty Three made

BETWEEN

1. SRI SUBRATA ROY having PAN ACNPR3683H, having AADHAR No. 226681168549 son of Sri. Debabrota Roy, by Faith - Hindu, by Nationality – Indian, by Occupation - Business, residing at 80, Sarat Chatterjee Road, Police Station - Lake Town, Post Office – Lake Town, Kolkata - 700089, and **2. SRI RAHUL ROY, having PAN BCYPR8495P, having AADHAR No. 221566864801,** son of Sri. Subrata Roy, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 80, Sarat Chatterjee Road, Police Station - Lake Town, Post office - Lake Town, Kolkata - 700089, hereinafter collectively referred to as the “**OWNERS/LANDOWNERS**” (Which expression shall unless excluded by or repugnant to the context be deemed to mean their heirs, executors, legal representatives, successors, administrators and assigns) of the **FIRST PART.**

AND

M/s. BHOLENATH DEVELOPERS & CONSTRUCTION, a partnership firm, having **PAN AAJFB7194D**, having its registered office at 32, Armenian Street, Kolkata - 700 001, Police Station - Burrabazar, Post Office – Burrabazar, AND also at 17B, Shyambazar Street, Kolkata- 700005, Police Station - Shyampukur, Post Office – Hatkhola, Developer and land merchant duly represented by its Partners **1) SRI UMESH KUMAR KAJARIA** having **PAN AMIPK2934M**, son of Late Mohanlall Kajaria, by Faith - Hindu, by Nationality – Indian, by Occupation - Business and residing at 32, Armenian Street, Police Station - Burrabazar, Post Office – Burrabazar, Kolkata - 700001, and **2) SRI JAYANTA SARKAR**, having **PAN BFJPS1003L**, son of Late Phani Bhusan Sarkar, by Faith - Hindu, by Nationality – Indian, by Occupation - Business and residing at 34/E, Raja Naba Krishna Street, Kolkata - 700 005, Police Station – Shyampukur, Post Office – Hatkhola, hereinafter referred to as the '**BUILDER/DEVELOPER**' (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**.

AND

1. having PAN, having AADHAR No. son of, by Faith -, by Nationality – Indian, by Occupation -, residing at, hereinafter collectively referred to as the “PURCHASERS” (Which expression shall unless excluded by or repugnant to the context be deemed to mean their heirs, executors, legal representatives, successors, administrators and assigns) of the THIRD PART.

PLOT – A

WHEREAS by a Deed of Conveyance dated 25.09.1996 executed between Smt. Nanda Dulali Paul, Sri. Sudhansu Kumar Paul, Sri. Shyam Baran Paul, as Vendors had sold, transferred the land area measuring about 2 Cottahs, 12 Chittacks, and 20 sq,ft, together with tiles shed one storied brick built building be the same more or less

situated at Premises No. 15, J N Sarkar Street, Police Station – Lake Town (formerly Dum Dum), being Holding No. 11/3, J N Sarkar Street, in favour of Sri. Pabitra Saha as Purchaser and same has been registered in the office of Additional registrar of Assurances – II, Kolkata and recorded in Book No. I, Volume No. 112, Pages from 354 to 361, and being No. 4291 for the year 1996.

AND WHEREAS after purchase of the aforesaid land the said Sri. Pabitra Saha became absolute owner in khas possession thereof and mutated his name on 28.8.08 in the records of South Dum Dum Municipality and paid and taxes as owner in respect of the lands and structure.

AND WHEREAS by a Deed of Conveyance dated 30.01.2009 executed between Sri. Pabitra Saha son of Sri. Prafulla Kumar Saha as Vendor and Sri. Paritosh Kumar Saha son of Sri. Prafulla Kumar Saha as Confirming Party had sold the land measuring about 2 Cottahs, 1 Chittak, 28 sq. ft out of 2 Cottahs, 12 Chittacks, and 20 sq,ft, situated at Holding No. 11/3, J.N. Sarkar Street, being Premises No. 15, J N Sarkar Street, comprised in R.S. and L.R. Dag No 211, Mouza – Dakhindari, J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833 morefully described in the **LOT – A** in the First Schedule thereunder written in favour of Sri. Subrata Roy son of Sri. Debabrata Roy as Purchaser and same has been registered in the office of Additional District Sub Registrar Bidhannagar and recorded in Book No. I, CD/Volume No. 1, Pages from 16203 to 16221, and being No. 00765 for the year 2009.

AND WHEREAS that in the said Deed of Conveyance dated 30.01.2009, being No. 00765 for the year 2009 registered in the office of Additional District Sub Registrar Bidhannagar due to the typographical mistake in the devolution part in page no. 5, in the first paragraph being the year of deed no 4291 of 1997 is wrongfully mentioned and the actual year will be 1996, and also the land area is wrongfully mentioned as '2 Cottahs, 1 Chittacks, and 28 sq,ft', instead of that the land area will be 2 Cottahs, 12 Chittacks, and 20 sq,ft' be the same more or less situated at Premises No. 15, J. N. Sarkar Street, Police Station – Lake Town (formerly Dum Dum), and same shall be read and followed.

AND WHEREAS the said Sri Subrata Roy son of Sri. Debabrata Roy became the absolute owner of the land measuring about 2 Cottahs, 1 Chittak, 28 sq. and has duly mutated his name in the records of the South Dum Dum Municipality and also in the B.L.R.O. office situated in Barackpore under L.R. Khatian No 754, R.S. and L.R. Dag No 211, Mouza – Dakhindari, J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833 and are regularly paying all the Taxes and Khajana.

AND WHEREAS that the said Sri. Subrata Roy son of Sri. Debabrata Roy is the absolute owner of the land measuring about 2 Cottahs, 1 Chittak, 28 sq. ft be the same a little more or less lying and situated at Holding No. 11/3, J.N. Sarkar Street, Sub Division 6, R.S. and L.R. Dag No. 211, under L.R. Khatian No. 754 of Mouza - Dakshindari J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, part of Premises No. 15, J. N. Sarkar Street, Kolkata – 700048, under Ward No. 32, Police Station – Lake Town (formerly Dum Dum), which is morefully described in the First Schedule of **LOT – A** thereunder written.

LOT B

WHEREAS that by a Registered Deed of Conveyance dated 29.09.1996 executed between Smt. Nanda Dulali Paul, Sri. Sudhangshu Kumar Paul, Sri. Shyam Baran Paul as Vendors therein had sold the land measuring 4 Cottahs, 2 Chittacks, 13 sq,ft, in the Premises No. 15, J. N. Sarkar Street, Police Station – Lake Town (Old Dum Dum), R.S. Khatian No. 494, Mouza – Dakhindari, in favour of Paritosh Saha as Purchaser therein and same has been registered in the office of Additional Registrar of Assurances – II, Kolkata and recorded in Book No. I, Volume No. 15, Pages from 329 to 336, and being No. 879 for the year 1997.

AND WHEREAS that by a Deed of Conveyance dated 05.11.2007 executed between Paritosh Saha as Vendor therein had sold the land measuring **2 Cottahs, 4 Chittacks, 19 sq,ft**, out of 4 Cottahs, 2 Chittacks, 13 sq,ft in the Premises No. 15, J. N. Sarkar Street, Police Station – Lake Town (Old Dum Dum), R.S. Khatian No. 494, Mouza – Dakhindari in favour of Ram Niwas Rathi as Purchaser therein and same has been registered in the office of Additional District Sub Registrar Bidhannagar and recorded in Book No. I, CD/Volume No. 6, Pages from 11536 to 11549, and being No. 06348 for the year 2008.

AND WHEREAS that by a Deed of Conveyance dated 24.07.2009 executed between Ram Niwas Rathi as Vendor therein had sold the land measuring **2 Cottahs, 4 Chittacks, 19 sq,ft**, in the Premises No. 15, J. N. Sarkar Street, Police Station – Lake Town (Old Dum Dum), R.S. Khatian No. 494, Mouza – Dakhindari in favour of Sekh Mohammad Ismail as Purchaser therein and same has been registered in the office of Additional Registrar of Assurances – II, Kolkata and recorded in Book No. I, CD/Volume No. 16, Pages from 7008 to 7022, and being No. 07678 for the year 2009.

AND WHEREAS by virtue of Deed of Sale dated 24-06-2011 executed between the said Sekh Mohammad Ismail as Vendor therein sold, transferred, conveyed, assigned and assured ALL THAT land measuring **2 Cottah 4 Chittacks 19 square feet** be the same little more or less together with 200 sq. ft. tile shed structure standing thereon comprised in Mouza - Dakshindari, J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, appertaining to R.S. Khatian No. 494, under R.S. Dag Nos. 210 and 211, being Holding No. 11/2, J. N. Sarkar Street, part of Premises No. 15 J. N. Sarkar Street, under Police Station - Lake Town, Kolkata- 700 048, Ward No. 32, with in the local limits of South Dum Dum Municipality, District North 24 Parganas unto and in favour of Smt. Rita Dutta as Purchaser therein and the said Deed was duly registered in the office of Additional District Sub Registrar - Bidhannagar and recorded in Book No. I, CD Volume No. 14, Pages 3213 to 3224, and being No. 07125 for the year 2011.

WHEREAS after purchased the said property Smt. Rita Dutta mutated her name in records of South Dum Dum Municipality and paid taxes thereon.

WHEREAS by a Registered Bengali Deed of Sale dated 28.11.2013 executed between Smt. Rita Dutta wife of Sri. Nimai Dutta as Vendor therein had sold, transferred, conveyed, assigned and assured ALL THAT land measuring **2 Cottah 4 Chittacks 19 square feet** be the same little more or less together with 200 sq. ft. tile shed structure standing thereon comprised in Mouza - Dakshindari, J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, appertaining to R.S. Khatian No. 494, under R.S. Dag Nos. 210 and 211, being Holding No. 11/2, J. N. Sarkar Street, part of Premises No. 15 J. N. Sarkar Street, under Police Station - Lake Town, Kolkata - 700 048, Ward No. 32, with in the local

limits of South Dum Dum Municipality, District North 24 Parganas unto and in favour of **Sri. Rahul Roy** son of Sri. Subrata Roy as Purchaser therein and same has been registered in the office of Additional District Sub Registrar Bidhannagar and recorded in Book No. I, CD/Volume No. 10, Pages from 3745 to 3756, and being No. 03401 for the year 2013.

AND WHEREAS that the said Rahul Roy son of Sri. Subrata Roy became the absolute owner of said land measuring about **2 Cottahs, 4 Chittaks, 19 sq. ft** and has duly mutated his name in the records of the South Dum Dum Municipality and also in the B.L.R.O. office situated in Barackpore under L.R. Khatian No. 753, R.S. and L.R. Dag No. 210, 211 of Mouza - Dakhindari J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833 and are regularly paying all the taxes and Khajna.

AND WHEREAS that the said Rahul Roy son of Sri. Subrata Roy is the absolute owner of said land measuring about **2 Cottahs, 4 Chittaks, 19 sq. ft**, under L.R. Khatian No. 753, R.S. and L.R. Dag No. 210, 211, Mouza Dakhindari J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, be the same a little more or less lying and situated at Holding No. 11/2, J.N. Sarkar Street, Kolkata – 700048, Police Station – Lake Town, District North 24 Parganas, which is morefully described in the First Schedule of **LOT – B** thereunder written.

AND WHEREAS that the said Sri Subrata Roy and Sri Rahul Roy had decided to amalgamate the said property which is mentioned as above in Lot A and Lot B, and the amalgamated property is mentioned in LOT – C of the amalgamation deed thereunder written and the total land is mentioned in the first Schedule hereunder written and the said Amalgamation Deed dated 12.04.2021 has been registered in the office of Additional Registrar of Assurances – III, Kolkata and recorded in Book No. I, Volume No. 1903-2021, Pages from 166512 to 166538, and being No. 190304061 for the year 2021.

AND WHERAS the said amalgamation has been duly notified/mutated in the South Dum Dum Municipality and has duly paid all the taxes thereupon.

AND WHEREAS the owners Rahul Roy and Subrata Roy become joint owners of the said land measuring about **4 Cottahs, 6 Chittak, 2 sq. ft** be the same a little more or less lying and situate at part of 15 J N Sarkar Street, Kolkata – 700048, being Holding No. 11/2, J N Sarkar Street, Kolkata – 7010048, under Ward No. 32, Police Station - Lake Town, A.D.S.R Bidhannagar Salt Lake, Division II, Sub Division 6 part of R.S. and L.R. Dag No. 210, 211 under L.R. Khatian No. 753 & 754, Mouza - Dakshindari J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, under within the limits of South Dum Dum Municipality

AND WHEREAS that the said landowners jointly became the absolute owners of the said land as mentioned in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the said owners are willing to develop the said land which is morefully described in the **FIRST SCHEDULE** hereunder written with the said Developer.

AND WHEREAS The primary object of the Developer is to carry on the business of construction and development of real estate and it has requisite infrastructure and expert man power in this area. The Landowners came to know the background of the Developer. And approached the Developer and made the representations given below and requested the Developer to take up the development work of the said premises.

AND WHEREAS the Owners with the intention to develop the said land measuring about 4 Cottahs, 6 Chittak, 2 sq. ft be the same a little more or less lying and situate at part of 15 J N Sarkar Street, Kolkata – 700048, being Holding No. 11/2, J N Sarkar Street, Kolkata – 7010048, under within the limits of South Dum Dum Municipality, under Ward No. 32, Police Station - Lake Town, A.D.S.R Bidhannagar Salt Lake, Division II, Sub Division 6 part of R.S. and L.R. Dag No. 210, 211 under L.R. Khatian No. 753 & 754, Mouza - Dakshindari J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, and referred to as the said land which is morefully and particularly mentioned in the **FIRST SCHEDULE** hereunder written, known as **"SHANTI TOWER RESIDENCY"** in accordance with the Plan to be sanctioned by the South Dum Dum Municipality have agreed to appoint the Developer party of the Second Part herein to construct the said

floor in the building in accordance with the Plan to be sanctioned by the South Dum Dum Municipality.

AND WHEREAS said Sri Subrata Roy and Sri Rahul Roy jointly entered into a Development Agreement on 07-08-2021 with M/s. Bholenath Developers & Construction, a Partnership Firm, represented by its Partners namely Sri Umesh Kumar Kajaria and Sri Jayanta Sarkar for the purpose of commercial exploitation of the said property and to construct a multi storied building on the land at the cost and expenses of the said Developer as per the sanctioned building plan duly sanctioned by south Dum Dum Municipality and to sell the flats to the intending purchaser/s and the said Development Agreement was duly registered in the office of A.R.A.-III, Kolkata and recorded in Book No. I Volume No. 1903-2021, Pages from 293351 to 293417 being No. 190306562 for the year 2021.

AND WHEREAS said Sri Subrata Roy and Sri Rahul Roy jointly granted a Development Power of Attorney on 07-08-2021 in favour of Sri Umesh Kumar Kajaria and Sri Jayanta Sarkar for doing various acts and things interalia to sell and transfer the schedule mentioned property and the said Power of Attorney was duly registered in the office of A.R.A.-III, Kolkata and recorded in Book No. I Volume No. 1903-2021, Pages from 294072 to 294105 being No. 190306572 for the year 2021.

AND WHEREAS the Building Construction Plan being no. 158 of 2021-2022 dated 01/10/2021 for G+4 storied and Plan being no. 440 of 2021-2022 dated 14/11/2022 for G+5 storied consists of flats for residential/commercial and/or shop/commercial purposes and provisions for parking cars within the premises and the specification of the Building are described in the **SECOND SCHEDULE** hereunder written;

AND WHEREAS as per Supplementary /Allocation Agreement dated 10.01.2023 made between the Land owners and the Developer, the allocation of Flat has been described as follows:

- 1) That the owners has agreed to take the **Owners Allocation** in the following manner:-
 - a) Entire 2nd (Second Floor) being Flat no 2A,2B,2C & 2D
 - b) 3rd (Third Floor) Being Flat no 3A,3B & 3C

- c) Flat GB in the Ground Floor
 - d) Flat No 5B in the Fifth Floor
 - e) Car parking spaces no 1 in Ground Floor.
- 2) That the remaining areas shall be the **Developers Allocation** as follows:
- a) Entire 1st (First Floor) being Flat no 1A, 1B, 1C & 1D.
 - b) Entire 4th (Fourth Floor) being Flat no 4A, 4B, 4C & 4D
 - c) Flat No 3D in the 3rd (Third) Floor)
 - d) Flat No GA, GC, Shop No 1 and Shop no 2 in the ground floor.
 - e) Car parking spaces no 2 in ground floor.
 - f) Flat No. 5A, 5C & 5D

AND WHEREAS the Purchasers being desirous of purchasing a flat has approached the Developer and accordingly the said Developer out of their allocation i.e Developer Allocation intends and agreed to sale the Flat from Developer Allocation;

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 with hold 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 tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. 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.]

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)

ALL THAT piece and parcel of land measuring about 4 Cottahs, 6 Chittak, 2 sq. ft be the same a little more or less lying and situate at part of 15 J N Sarkar Street, Kolkata – 700048, being Holding No. 11/2, J N Sarkar Street, Kolkata – 700048, under within the limits of South Dum Dum Municipality, under Ward No. 32, Police Station - Lake Town, A.D.S.R Bidhannagar Salt Lake, Division II, Sub Division 6 part of R.S. and L.R. Dag No. 210, 211 under L.R. Khatian No. 753 & 754, Mouza - Dakshindari J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, District North 24 Parganas which is butted and bounded as follows :-

ON THE NORTH : By 26' J.N.Sarkar Street

ON THE SOUTH : By part of premises no 15 J.N Sarkar St. & Land of Subrata Roy

ON THE EAST : By J.N.Sarkar Street & Micheal Sporting Club

ON THE WEST : By land & Shed of Subrata Roy

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID FLAT)

ALL THAT the **Flat/Unit No**, **Floor** on the said building being now in course of construction on the said premises (more fully and particularly described in the **FIRST SCHEDULE** hereinabove written) **TOGETHER WITH** the undivided share in common parts, portions, areas, facilities and amenities admeasuring an area of **sq.ft** Super Built area **TOGETHER WITH** the undivided proportionate impartible share in the land which will be allocable to that Building/Towers out of the total area of land comprising in the entire Residential Area/said premises 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 5th Floor Roof	7.5%	7.5%	7.5%
9	On Completion of Brickwork of the Flat Booked	7.5%	7.5%	7.5%
10	On Completion of inside Plaster	5%	5%	5%
11	On Completion of Flooring	5%	5%	5%
12	On Possession and Registration	10%	10%	10%
TOTAL PAYMENT		100%	100%	100%

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.40 /- 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. 15000/- at the time of signing of the Agreement for Sale and Balance R. 15,000/- at the time of Execution of Deed of Conveyance	Rs.30000/- 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 **OWNERS/VENDORS** at Kolkata

In the presence of:

- 1.

- 2.

SIGNATURE OF OWNERS/VENDORS

SIGNED SEALED AND DELIVERED

By the **PURCHASER/S** at Kolkata

In the presence of:

- 1.

- 2.

SIGNATURE OF PURCHASER/S

SIGNED SEALED AND DELIVERED

By the **DEVELOPER** at Kolkata

In the presence of:

- 1.

- 2

SIGNATURE OF DEVELOPER

Drafted by me

Govind Agarwal
Advocate
High Court Calcutta