

This AGREEMENT FOR SALE (AGREEMENT) executed on this
(Date) day of _____ (Month), 2021

BY & BETWEEN,

BALAJI ENTERPRISE, a Partnership Firm registered under the Indian Partnership Act, 1932 having its principal place of business at Sai Tower, Block – A, 1st Floor, 6 No. Bijoy Nagar, Dhankal, Post Office – Naihati, Police Station – Naihati, District – North 24 Parganas, Pin Code – 743165 PAN: “AAOFB7533K”, Represented by its authorized partner SRI PRADIP KUMAR DUTTA, (Aadhaar No. 651340654035) authorize vide hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm , the survivor or survivors of them and their heirs , executors and administrators of the last surviving partner and his/her/their assigns).

AND,

Mr./Mrs.....Aadhar No.:

....., Son/daughter of
.....aged about residing at:-, Post Office , Police
Station, District

Pin..... PAN:- or hereinafter called the “ALLOTTEE” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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

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Pradip Kumar Dutta

Partner

DEFINITIONS:-

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

- a) **“ACT”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) **“RULES”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2018;
- c) **“REGULATIONS”** means the Regulations made under the West Bengal Housing industry Regulation Act, 2017;
- d) **“SECTION”** means a Section of the Act.

WHEREAS:

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Partner

allotted portion in the Aforesaid Property, which has been specifically described in Schedule "Ga" and specifically shown in Lot "B" in the Annexed Site Plan of the Deed of Partition dated 16.01.1988, transferred a well demarcated piece and parcel of land measuring about 03 Cottah 11 Chittak 24 Sq. Ft. equivalent to 06.15 Decimal appertaining to R.S. Dag No. 407, under R.S. Khatian No. 1220, of Mouza – Naihati, District – North 24 Parganas, in favour of Biman

A. **That** one Satish Chandra Ghosh (since deceased) was the absolute owner of all that a piece and parcel of Bastu Land measuring about 62.25 Decimal appertaining to R.S. Dag No. 407 & 408, R.S Khatian No. 1220, Mouza – Naihati, and while he was enjoying the said property after exercising his valuable right, title, interest and possession therein unfortunately died in the year 1962, leaving behind his Daughter – in Law, namely, Durgabati Ghosh and three Grandsons, namely, Arun Kumar Ghosh, Sunil Kumar Ghosh & Biman Kumar Ghosh as his Wife & only Son, namely, Pramatha Nath Ghosh had predeceased him.

That upon demise of said Satish Chandra Ghosh, his Daughter – in – Law, namely, Durgabati Ghosh and three Grandsons, namely, Arun Kumar Ghosh, Sunil Kumar Ghosh & Biman Kumar Ghosh, have become the absolute joint owners in respect of the Aforesaid Property out of law of inheritance.

That thereafter the surviving legal heirs of said Satish Chandra Ghosh due to their convenience and comfortable use & enjoyment of their share in the Aforesaid Property duly partitioned the same among themselves through execution of a valid Deed of Partition on the 16th day of January, 1988, as was registered at the Office of the Additional District Registrar at Naihati, District – North 24 Parganas, wherein the same has been entered into Book No. I, Volume No. IV, Page No.s 223 to 238, being Deed No. 311 for the year 1988.

That according to the said Deed of Partition, said Biman Kumar Ghosh, being the predecessor – in – interest of the Owners hereinabove have been duly allotted a piece and parcel of Bastu Land measuring about 03 Cottahs 04 Chittaks 3.3 Sq. Ft. equivalent to 05.38 Decimal along with an old dilapidated structure along with another piece and parcel of land measuring about 03 Cottahs 10 Chittaks 9.42 Sq. Ft. equivalent to 06.15 Decimal, both appertaining to R.S. Dag No. 407, corresponding to

L.R. Dag No. 618 & 619, both under R.S. Khatian No. 1220, corresponding to

L.R. Khatian No. 10144, 10145 & 10416, both under J.L. No. 03, Re Sa No.21, Mouza – Naihati, being Municipal Holding No. 124 (Old), 124/A (New), 124/B (New), Ward No. 10, under Naihati Municipality, situated at R.B.C. Road, Naihati, Police Station – Naihati, District – North 24 Parganas, within the limits of the Office of Additional District Sub – Registrar at Naihati, which has been specifically described in Schedule

"Gha" and specifically shown in Lot "C" in the Annexed Site Plan of the Deed of Partition dated 16.01.1988.

That thereafter said Biman Kumar Ghosh during his lifetime transferred a piece and parcel of land measuring about 3 Cottah 10 Chittak 9 Sq. Ft. equivalent to 06.01 Decimal along with structures therein out of the Aforesaid Property in favour of Sunil Kumar Ghosh by execution of a valid Deed of Gift on the 21st day of February, 2001 and registered at the Office of the A.D.S.R. Naihati, wherein the same was entered into Book No. I, being Deed No. 4636 for the year 2005 after retaining the remaining portion of the Aforesaid Property measuring about 03 Cottah 04 Chittak 3 Sq. Ft. under his ownership and possession.

That thereafter, one of the legal heirs of Satish Chandra Ghosh, namely, Sunil Kumar Ghosh, being the Second Part of the Deed of Partition dated 16.01.1988, out of his

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Pradeep Kumar Bhatt

Partner

Kumar Ghosh through execution of a Deed of Gift on the 21st day of February, 2001, as was entered into Book No. I, Volume No. 85, Pages No. 387 to 392 being Deed No. 4141 for the year 2001.

That accordingly, said Biman Kumar Ghosh became the absolute owner of a well demarcated piece and parcel of Bastu Land measuring about 06 Cottah 15 Chittak 27 Sq. Ft. equivalent to 11.53 Decimal appertaining to R.S. Dag No. 407, corresponding to L.R. Dag No. 618 & 619, both under R.S. Khatian No. 1220, corresponding to L.R. Khatian No. 10144, 10145 & 10416, both under J.L. No. 03, Re Sa No. 21, Mouza – Naihati, being Municipal Holding No. 124 (Old), 124/A (New), 124/B (New), Ward No. 10, under Naihati Municipality, situated at R.B.C. Road, Naihati, Police Station – Naihati, District – North 24 Parganas, within the limits of the Office of Additional District Sub – Registrar at Naihati, through the Registered Deed of Partition being Deed No. 331 dated 16.01.1988 and Registered Deed of Gift being Deed No. 4141 dated 21.02.2001, hereinafter referred to as the “**Said Property**”.

That said Biman Kumar Ghosh while was enjoying the Said Property after exercising his valuable right, title, interest and possession therein unfortunately died on 28.11.2010 leaving behind his Wife, namely, Chhanda Ghosh and two Sons, namely, Ritam Ghosh & Arhan Ghosh. **That** upon demise of said Biman Kumar Ghosh, his Wife, namely, Chhanda Ghosh and two Sons, namely, Ritam Ghosh & Arhan Ghosh, have thus become the absolute joint owners in respect of the Said Property, out of law of inheritance who after being the joint owners of the Said Property duly mutated their named with the local Naihati Municipality wherein the Said Property has been recorded as Holding No. 124/A & 124/B, under Ward No. 10 of the Naihati Municipality as well as recorded their names with the Government Sherestha wherefrom relevant L.R. Record of Rights has been published in their names separately under respective Khatian No.s 10144, 10145 & 10146 under L.R. Dag No. 618 & 619.

That accordingly, Chhanda Ghosh, Ritam Ghosh & Arhan Ghosh, are the present absolute joint owners in respect of the Said Property being a well demarcated piece and parcel of Bastu Land measuring about **06 Cottah 15 Chittak 27 Sq. Ft.** equivalent to **11.53 Decimal** appertaining to **R.S. Dag No. 407**, corresponding to **L.R. Dag No. 618 & 619**, both under **R.S. Khatian No. 1220**, corresponding to **L.R. Khatian No. 10144, 10145 & 10416**, both under **J.L. No. 03, Re Sa No. 21, Mouza – Naihati**, being Municipal Holding No. 124 (Old), 124/A (New), 124/B (New), Ward No. 10, under Naihati Municipality, **situated at:- R.B.C. Road, Naihati**, within the limits of the Office of Additional District Sub – Registrar at Naihati, Police Station – Naihati, District – North 24 Parganas.

That the Owners, namely, Chhanda Ghosh, Ritam Ghosh & Arhan Ghosh, are the present absolute Owners of the plot of land as mentioned in Clause “A” above with a view to raise a multi – storied building, (G +4) and duly invited the Promoter as well as entered into a **Development Agreement** on **03/10/2018** as was registered at the Office of the Additional Sub – Registrar at Naihati, District – North 24 Parganas, *vide* **Book No. I, C.D. Volume**

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Pradeep Kumar Das

Partner

No. 1507-2018, Pages 160863 to 160902 being Deed No. 150708446 for the year 2018 with certain terms & conditions who further authorized the Promoter to act as his Attorney through execution of a **Development Power of Attorney** dated 03/10/2018 as was registered at the Office of the Additional Sub – Registrar at Naihati, District – North 24 Parganas, *vide* Book No. I, C.D. Volume No. 1507-2018, Pages 161641 to 161669 being Deed No. 150708450 for the year 2018;

- B. The Said Land is earmarked for the for the purpose of building commercial cum residential project comprising multi-storied apartment buildings and the said project shall be known a **“PROJECT”**
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- D. The **Naihati Municipality** has granted the commencement certificate to develop the project by approving and sanctioning the Building Plain dated 03/02/2020 bearing registration No. **“24816”**.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from **Naihati Municipality**. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at..... on under Registration No.....
- G. The Allottee had applied for an apartment in the project *vide application no.* dated..... and has been allotted apartment no..... having carpet area square feet, type, on floor in [tower/building/block] no. along with garage/covered parking no. admeasuring square feet in the as permissible under the applicable law and of pro rata share in the common areas (“common areas”) as defined under clause (m) of Section 2 of the Act.
- [OR]
- The Allottee had applied for a plot in the Project *vide application no.* dated and has been allotted plot no..... having area of square feet and plot for garage/covered parking admeasuring square feet (*if applicable*) in the as permissible under the applicable law and of pro rata shares in common areas (“common areas”) as defined under clause (m) of Section 2 of the Act.
- H. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein:
- I. 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.
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the garage covered parking (*if applicable*) as specified in Para G.

NOW THEREFORE, in consideration of the mutual representation convents, assurance, promises and agreement contained herein and other good and valuable consideration, the Parties agree as follows:

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Pradeep Kumar Shukla

Partner

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment as specified in Para H.

1.2 The Total Price for the said Apartment based on the Carpet Area is Rs.

(Rupees _____) only ("Total Price")
(Give break up and description):

Block/Building/Tower No. Apartment No. Type Floor	Rate of Apartment/Sq. Ft.*
Total Price (in Rupees)	

*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, and proportionate cost of common areas, preferential location charges, taxes, and maintenance charges as per Para II etc., if/as applicable

Flat	
Garage	
Total Price (in Rupees)	

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Pradip Kumar Saha

Partner

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter toward the said Apartment;

The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to date of handing over the possession of the said Apartment to the Allottee and the project to the association of Allottee or the competent authority, as the case may be, after obtaining the completion certificate; Provided that in case there is any charge / modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change/ modification; Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (ii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notification together with dates from which taxes/levies etc. have been imposed or become effective;
- (iii) The Total Price of said Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire protection and firefighting equipment in common areas, maintenance charges and includes cost for providing all other facilities, amenities and specification to be provided within the said Apartment and the Project as mentioned in **Schedule D & E**.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, that Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

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

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective installments has been postponed. The provision for allowing

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Radeep Kumar Suthi

Partner

rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to and Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** in respect of the said Apartment, without the previous written consent of the Allottee as per the provision of the Act and the Promoter may make such minor additions or alteration as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next Milestone of the Payment Plan as provided in **Schedule "C"**. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Para 1.2** of this Agreement.

Subject to the Allottee not committing any default in terms of this Agreement including the Clause 9.3 hereunder, the Promoter agrees and acknowledges, the Allottee shall have the right to the said Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Apartment as described in **Schedule "B"**;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the said Apartment includes recovery of price of land, construction of not only the said Apartment but also the Common Areas and includes cost of providing all facilities, amenities and specifications to be provided within the said Apartment and the Project as mentioned in **Schedule "D" & "E"** including the internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detections and firefighting equipment in the common areas, maintenance charges.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

It is made clear by the Promoter and the Allottee agrees that the said Apartment along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that if the Project is an independent,

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Rudip Kumar Datta,

Partner

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 projects in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 institution, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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 take therefore by such authority or person.

The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the said Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment as prescribed in the Payment Plan as mentioned in **Schedule "C"** whether demanded by the Promoter or not, within the time and in the manner specified therein; Provided that if the Allottee delays in the payment towards any amount which is payable, he shall of liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payment, on writtendemand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/C Payee Cheque/ Demand Draft/ Bankers Cheque or Online Payment (as applicable) in favour of

_____ payable _____ at _____

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, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable law including that of remittance of payment acquisition/sale/transfer or

immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligation 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 other laws as applicable, as amended from time to time.

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Partner

The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is 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 any way and the Promoter shall be issuing the payments receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE :

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the said Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT :

The Allottee has seen the proposed layout plan, specification, amenities and facilities of the said Apartment and accepted the floor plan, payment plan as mentioned in **Schedule "C"** and the specification, amenities and facilities as mentioned in **Schedule "D" & "E"** which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specification, amenities and facilities, subject to the term in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipality and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provide under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment – The Promoter Agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be, is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.2. below. The Promoter assures to hand over possession of the Apartment along with ready

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Pradip Kumar Datta

Partner