

## **AGREEMENT FOR SALE**

This Agreement for Sale executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By and Between

M/S. PHOENIX, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 338, Gopal Babu Road, P.O. Gondalpara, P.S. Chandernagore, Dist. Hooghly, Pin 712137, (PAN-AAWFP2664B), represented by its authorized Partners (1) SRI. PRITAM MONDAL, S/O Pranab kumar Mondal, PAN No. BUCPM2421C (2) MRS. PAYAMANTHI MONDAL, W/O Ayan Mukherjee PAN No. BKRPM3146H (3) MRS. SUKLA MONDAL, W/O Pranab kumar Mondal PAN No. AMUPM1844L (4) SRI. SUPRATIM MONDAL, S/O Late Subrata Kumar Mondal.

All by religion Hindu, by Profession Business, by Nationality Indian residing at Gopal Babu Road, Charmandirtala, P.O. Gondalpara, P.S. Chandernagore, Dist. Hooghly, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

Mr.-----, s/o -----, PAN- -----, by faith- Hindu, Indian citizen, Occupation- \_\_\_\_\_, by faith-hindu, residing at VTC: Bhandarhati, P.O: Bhandarhati, Dist- Hooghly, Pin-712301, 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 assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"

WHEREAS all that piece and parcel of Bastu land measuring about 2 Cottah 14 Chhatak 8 Sq.ft. or 0.047 Acre under R.S. Dag No. 339, R.S. Khatian No. 150, corresponding to L.R. Dag No. 466 and a piece and parcel of Viti Land measuring 1 Cottah 01 Chhatak or 0.017 Acre under R.S. Dag No. 338, of R.S. Khatian No. 145. corresponding to L.R. Dag No. 465, totaling to an overall area of 3 Cottah 15 Chhatak 08 Sq.ft. or 0.064 Acre (approx.) under L.R. Khatian No. 2410, Mouza & P.S. Chandannagar, J.L. No. 1, Sheet No. 18, situated at Sabinara Main Road, Holding No. 239, Ward No. 19, within the ambit of Chandernagore Municipal Corporation, in the District of Hooghly, is the property hereby conveyed.

AND WHEREAS all that piece and parcel of Bastu land measuring about 2 Cottah 14 Chhatak 8 Sq.ft. or 0.047 Acre along with old building thereon situated at Sabinara Main Road, P.O. & P.S. Chandannagar, Dist. Hooghly, Ward No. 19, within the ambit of Chandernagore Municipal Corporation, Mouza – Chandannagar, J.L. No. 1, Sheet No. 18, R.S. Dag No. 339, R.S. Khatian No. 150, previously owned and possessed by Mrityunjoy Sett and others. During their joint peaceful possession, they sold out the same in favour of Dilip Sanyal, Dipendra Kumar Sanyal, Kanak Kumar Sanyal, Kalyan Kumar Sanyal, Kanti Kumar Sanyal and Kanchan Kumar Sanyal by virtue of a Registered Deed of Sale for the year 1959. After purchasing the property in the aforesaid manner said Dilip Sanyal and others became the joint owners of the property having 1/6th share each.

AND WHEREAS aforesaid Kanti Kumar Sanyal and Kanchan Kumar Sanyal sold out their joint share to the son of Dilip Kumar Sanyal namely Biplab Kumar Sanyal by virtue of a Registered Deed of Sale being No. 2586/1991 dated 19.12.1991, registered in the office of A.D.S.R., Chandannagar, recorded in Book No. I, Volume No. 47, within pages 347 to 352 for the year 1991 and Dilip Kumar Sanyal settled his share to his son Biplab Sanyal by a Deed of Settlement being No. 2011/1991 dated 26.09.1991, registered in the office of A.D.S.R., Chandannagar, recorded in Book No. I, Volume No.37, within pages 187 to 192 for the year 1991. Thereafter on demise of

Dilip Kumar Sanyal on 09.07.2000 said Biplab Kumar Sanyal became the owner of 3/6th share i.e. 1/2 share of the property in the aforesaid manner and also sold out the same in favour of the Party of the First Part/Owner by virtue of a Registered Deed of Sale being No. 2950, dated 13.09.2021, registered in the office of A.D.S.R., Chandannagar, recorded in Book No. I, Volume No. 0604-2021, within pages 103871 to 103891 for the year 2021.

AND WHEREAS aforesaid Dipendra Kumar Sanyal died intestate leaving behind his wife Ava Sanyal and three daughters Sarbari Sanyal, Kaveri Kundu and Debjani Lahiri as his only legal heirs who became the joint owners of 1/6th share of Late Dipendra Kumar Sanyal by way of legal and natural inheritance and also sold out the same in favour of the Party of the First Part/Owner by virtue of a Deed of Sale being No. 2926/2021 dated 10.09.2021, registered in the office of A.D.S.R., Chandannagar, recorded in Book No. I, Volume No. 0604-2021, within pages 104718 to 104749 for the year 2021.

AND WHEREAS aforesaid Kanak Sanyal died intestate leaving behind his wife Chaina Sanyal, daughter Tulika Banerjee, Son Joydip Sanyal and heirs of predeceased son Sandip Sanyal namely Ishita Sanyal (W/o. Lt. Sandip Sanyal) and Shreoshi Sanyal (D/o. Lt. Sandip Sanyal) to inherit his 1/6th share by way of legal and natural inheritance and thereafter aforesaid Chaina Sanyal and Tulika Banerjee sold out their joint share to the Party of the First Part/Owner by virtue of a Deed of Sale being No. 2952/2021, dated 13.09.2021, registered in the office of A.D.S.R., Chandannagar, recorded in Book No. I, Volume No. 0604-2021, within pages 103913 to 103936 for the year 2021. Joydip Sanyal sold out his respective share to the Party of the First Part/Owner by virtue of a Deed of Sale being No. 3972/2022 dated 21.09.2022, registered in the office of A.D.S.R., Chandannagar, recorded in Book No. I, Volume No. 0604-2023, within pages 4633 to 4647 for the year 2023 and Ishita Sanyal and Shreoshi Sanyal sold out their joint share to the Party of the First Part/Owner by virtue of a Deed of Sale being No. 3922/2021 dated 29.10.2021, registered in the office of A.D.S.R., Chandannagar, recorded in Book No. I, Volume No. 0604-2021, within pages 133527 to 133547 for the year 2021 respectively.

AND WHEREAS aforesaid Kalyan Kumar Sanyal died intestate leaving his wife Juthika Sanyal, son Bhaskar Sanyal and daughter Sumita Sanyal as his only legal heirs and successors to inherit his sharehold property by way of legal and natural inheritance out of which aforesaid Juthika Sanyal and Sumita Sanyal sold out their joint 1/9th share in favour of the Party of the First Part/Owner by virtue of a registered Deed of Sale being No. 2951, dated 13.09.2021, registered in the office of A.D.S.R., Chandannagar, recorded in Book No. I, Volume No. 0604 - 2021, within pages 103892 to 103912 for the year 2021 and aforesaid Bhaskar Sanyal also sold out his 1/18th share to the Party of the First Part/Owner by virtue of a Registered Deed of Sale being No. 4825/2022 dated 02.12.2022, registered in the office of A.D.S.R., Chandannagar, recorded in Book No. I, Volume No. 0604 - 2022, within pages 123872 to 123888 for the year 2022.

AND WHEREAS the owner Mr. Gautam Saha in the aforesaid manner became the absolute owner of 2 Cottah 14 Chhatak 08 Sq.ft. and mutated his name in L.R. Record of Rights vide L.R. Khatian No. 466 and also in the Assessment Register of Chandernagore Municipal Corporation against Holding No. 239.

AND WHEREAS all that piece and parcel of Bastu land measuring about 1 Cottah 01 Chhatak or 0.017 Acre along with old building thereon situated at Sabinara Main Road, P.O. & P.S. Chandannagar, Dist. Hooghly, Ward No. 19, within the ambit of Chandernagore Municipal Corporation, Mouza - Chandannagar, J.L. No. 1, Sheet No. 18, R.S. Dag No. 338, R.S. Khatian No. 145, previously owned and possessed by Dipendra Kumar Sanyal who purchased the same from Sukumar Chandra Dey, Prafulla Kumar Dey, Gobinda Chandra Dey and Suresh Chandra Dey by a Deed of Sale being No. 3537 dated 24.08.1960, registered in the office of Joint Sub - Registrar of Serampore at Chandannagar, recorded in Book No. I, Volume No. 33, within pages 93 to 96 for the year 1960. During his peaceful possession therein said Dipendra Kumar Sanyal sold out the same to one Pradip Ranjan Goswami by virtue of a Deed of Sale being No. 427 executed on 24.03.1998 and registered on 27.03.1998, in the office of A.D.S.R., Chandannagar, recorded in Book No. I, Volume No. 7, within pages 389 to 394 for the year 1998. After purchasing the said

property in the aforesaid manner said Pradip Ranjan Goswami became the absolute owner thereof and during his peaceful possession he died intestate leaving behind his wife Sarbari Goswami, two sons Gautam Goswami and Abhishek Goswami as his only legal heirs and/or successors to inherit the said property by way of legal and natural inheritance.

AND WHEREAS during joint peaceful possession aforesaid Sarbari Goswami, Gautam Goswami and Abhishek Goswami jointly sold out the property in favour of the Party of the First Part/Owner by virtue of a Registered Deed of Sale being No. 2793 dated 02.09.2021, registered in the office of A.D.S.R., Chandannagar, recorded in Book No. I, Volume No. 0604 - 2021, within pages 98832 to 98858 for the year 2021.

AND WHEREAS the owner Mr. Gautam Saha in the aforesaid manner became the absolute owner of 1 Cottah 1 Chhatak and mutated his name in L.R. Record of Rights vide L.R. Khatian No. 465 and also in the Assessment Register of Chandernagore Municipal Corporation against Holding No. 249.

AND WHEREAS the owner Mr. Gautam Saha thus became the absolute owner of 3 Cottah 15 Chhatak 08 Sft. or 0.064 Acre (approx.) and also amalgamated the same in a single Holding bearing No. 239, Ward No. 19, within the ambit of Chandernagore Municipal Corporation.

AND WHEREAS the Promoter/Developer approached the landowner with an offer to develop the property mentioned in the schedule Bastu by nature for construction of multi-storied (G+3) building and on proper negotiation both the parties agree on certain terms and conditions mentioned hereunder.

AND WHEREAS the Land Owner Mr. GAUTAM SAHA for various reasons desire to develop the schedule mentioned property through the Developer, being a partnership firm have entered into a Joint Venture Agreement and Power of Attorney being no. 4044/2024 and 4051/2024 dated 12.12.2024, duly represented by its Partners and knowing the same the Promoters/Developer, PHOENIX duly represented by its partners came forward to join the Land Owner to fulfil their desire by construction of a multi-storied (G+3) building over the schedule below property by way of making partly residential and partly commercial construction of self-contained residential compact flat, shop room, garage, etc. The Party of the First Part do hereby appoint the developer being the party of the Second Part for the said purpose.

AND WHEREAS the Developers decided to develop the said property by constructing new multi-storied building thereon in accordance with the plan sanctioned by Chandannagar Municipal Corporation with building permit no. SWS-OBPAS/1806/2024/0648 dated 29.10.2024. The construction on the 'A' schedule property is applicable as per sanctioned plan.

The Said Land is earmarked for the purpose of building a *commercial/residential* project, comprising G+III multi-storied apartment buildings and the said project shall be known as 'MADHUVANTI';

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

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;

The Chandannagar Municipal Corporation has granted the commencement certificate to develop the Project vide approval SWS-OBPAS/1806/2024/0648 dated 29.10.2024.

The Promoter has obtained the final layout plan approvals for the Project from Chandannagore Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

The Allottee had applied for Flat No-C/3 under building permit no. SWS-OBPAS/1806/2024/0648 dated 29.10.2024 having Super built up Area 446 Sq.ft. (approx.) on the Third Floor of the said Building named and known as "MADHUVANTI", as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of Section 2 of the Act;

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

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;

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;

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 residential space.

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:

TERMS:

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 residential space;

Flat no. C/3	consolidated unit price including electrical incoming charges and GST.
Type <u>Residential</u>	
Floor <u>Third</u>	

The Total Price for the Residential space based on the carpet area is Rs. 13,50,000 /- (Rupees thirteen lakh fifty thousand only ("consolidate Price") Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

Explanation:

The Total Price above includes the booking amount paid by the allottee to the Promoter towards the residential space;

The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the residential space:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee 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;

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, the 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.

The Allottee(s) shall make the payment as per the payment plan set out in the Agreement.

The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ N.A % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified 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 allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement. Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

The Allottee shall have exclusive ownership of the Flat No. C/3;

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. Further, the right of the Allottee 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 promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

That the computation of the price of the shop includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection, firefighting equipment in the common areas etc and shutter for shop/commercial space. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the Shop along with closed parking shall be treated as a single indivisible 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 Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely not applicable shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Promoter agrees to pay all outgoings before transferring the physical possession of the shop to the Allottees, which it has collected from the Allottees, 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 Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs 2,00,000/- (Rupees Two lakhs only) as booking amount being part payment towards the total consolidated Price of the Residential space 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 residential space as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

The allottee shall pay a sum of Rs. 2,00,000 /- on Jan 2026.

The allottee shall pay a sum of Rs. 5,00,000 /- on March 2026.

The allottee shall pay a sum of Rs. 2,50,000 /- on May 2026.

The balance amount shall be paid at the time of Registration.

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

#### MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment in favour of 'PHOENIX' payable at State Bank of India, Chandannagar, A/c no 38040055064.

#### 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 fulfil 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.

#### 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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

#### CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Shop and accepted the Payment Plan, floor plans, layout plans 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 specifications. Subject to the terms 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 and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### POSSESSION OF THE APARTMENT/PLOT.

Schedule for possession of the said residential space: The Promoter agrees and understands that timely delivery of possession of the space is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the residential space on unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other

calamity caused by nature 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 Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the residential space, to the Allottee in terms of this Agreement to be taken within 3 three months from the date of issue of such notice and the Promoter shall give possession of the residential space to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate\* of the Project.

Failure of Allottee to take Possession of Residential space: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the space from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Residential Space to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee – After obtaining the occupancy certificate\* and handing over physical possession of the Residential space to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

#### REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

The Promoter 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;

The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

There are no encumbrances upon the said Land or the Project;

There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment];

All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

The Promoter 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 [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;

The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said commercial space to the Allottee in the manner contemplated in this Agreement;

At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the commercial space to the Allottee and the common areas to the Association of the Allottees;

The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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 Promoter in respect of the said Land and/or the Project;

The Promoter/Developer shall handover the Flat by Oct. 2027.

That the property is not Waqf property.

#### EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

Promoter fails to provide ready to move in possession of the [Apartment/commercial space] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment/commercial space shall be in a habitable condition which is complete in all respects;

Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction

milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the commercial space.

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

In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the space in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

#### CONVEYANCE OF THE SAID RESIDENTIAL SPACE

The Promoter, on receipt of complete amount of the Price of the residential space under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the space together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee 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 Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee 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).

#### MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the residential space.

#### DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession,

It shall be the duty of the Promoter 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

## RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the residential space on the specific understanding that is/her 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 allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

## RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the residential space 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.

## USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the MADHUVANTI, 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 Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

## GENERAL COMPLIANCE WITH RESPECT TO THE RESIDENTIAL SPACE:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the residential space at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the space and keep the residential space, 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 Allottee further undertakes, assures and guarantees that he/she 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the residential space. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

## COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a residential space with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this

project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment]/ at his/ her own cost.

#### ADDITIONAL CONSTRUCTIONS

The Promoter 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.

#### PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Apartment 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 Allottee who has taken or agreed to take such [Apartment Building].

#### APARTMENT OWNERSHIPACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

#### BINDING EFFECT

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

#### ENTIRE AGREEMENT

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

#### RIGHT TO AMEND

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

#### PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

## WAIVER NOT A LIMITATION TO ENFORCE

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

Failure on the part of the Promoter 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.

## 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.

## METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the residential space bears to the total carpet area of all the Apartments in the Project.

## 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.

## PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee.

## NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

MR. ANIRUDDHA CHATTERJEE

BHANDERHATI, HOOGHLY

M/s PHOENIX

GOPAL BABU ROAD,

CHARMANDIRTALA, CHANDANNAGAR.

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

JOINT ALLOTTEES

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

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.

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 Adjudicating Officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Chandannagar in the presence of attesting witness, signing as such on the day first above written.

[The other terms and conditions are as per the contractual understanding between the parties; however, the 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].

COMPENSATION

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:

(1)

(2)

At \_\_\_ on \_\_\_ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)

(3)

(2)

(4)

WITNESSES:

Signature \_\_\_\_\_ Name – \_\_\_\_\_ Address \_\_\_\_

A SCHEDULE ABOVE REFERRED TO

(The Land)

ALL THAT a piece and parcel of Bastu land measuring about 2 Cottah 14 Chhatak 8 Sq.ft. or 0.047 Acre under R.S. Dag No. 339, R.S. Khatian No. 150, corresponding to L.R. Dag No. 466 and a piece and parcel of Viti Land measuring 1 Cottah 01 Chhatak or 0.017 Acre under R.S. Dag No. 338, of R.S. Khatian No. 145. corresponding to L.R. Dag No. 465, totaling to an overall area of 3 Cottah 15 Ch hatak 08 Sq.ft. or 0.064 Acre (approx.) under L.R. Khatian No. 2410, Mouza & P.S. Chandannagar, J.L. No. 1, Sheet No. 18, situated at Sabinara Main Road, Holding No. 239, Ward No. 19, within the ambit of Chandernagore Municipal Corporation, in the District of Hooghly, is the property hereby conveyed.

BUTTED AND BOUNDED

NORTH: Pond of the owner.

SOUTH: Property of other.

EAST: Sabinara Main Road.

WEST: Property of other.

(FLAT)

One self-contained Residential unit C/3 measuring 446 (SBU) sq.ft (approx.) in the Sabinara Main Road, Chandernagore on the Third floor of the proposed multi-storied building including all rights & facilities etc.

BUTTED & BOUNDED BY:

NORTH: others property.

SOUTH: flat no b

EAST: open to sky

WEST: open to sky

B SCHEDULE ABOVE REFERRED TO

(The Building)

The three storied building constructed on the A Schedule property according to the Building Plan Sanctioned by Chandernagore Municipal Corporation vide Plan No.- SWS-OBPAS/1806/2024/0648 dated 29.10.2024 in the name and style of "MADHUVANTI".

**SCHEDULE "C"**  
**ABOVE REFERRED TO:**  
**(PAYMENT PLAN)**

On Booking .....	10% of the Total Amount Plus GST
On Registration of Agreement to Sale	10% Plus GST
On 1st Floor Casting	20% Plus GST
On 2nd Floor Casting	20% Plus GST
On 3rd Floor Casting	20% Plus GST
On Possession	20% Plus GST
Total to Pay for Flat:	100% of Total Consideration

Extra Charges & Deposits:

Legal Charges	Rs. _ = per sq. ft on sale  agreement and Rs. ___ = per  Sq. ft on possession
---------------	---

Generator, Electricity Connection & Transformer	Rs. 75000/-
Society Formation Fees	Rs._N.A
Sinking Fund for Future Maintenance	Rs._1.40/- = per s.q f.t of Carpet Area
Separate Electric Meters	At actual

Cancellation Charge:

a) After this agreement: \_\_\_ of full consideration value. Refund is subject to 45days' notice of cancellation.

Nomination Charge: Nomination charge will be Rs.\_= per sqr ft. not applicable

Note: GST and Other Govt. Charges will be as applicable.

Mode of payments: All Payments are to be made by demand draft/account payee cheque in favour of "PHOENIX" or online transfer (RTGS/NEFT) to A/c No. 38040055064 with STATE BANK OF INDIA, BARABAZAR, CHANDANNAGAR Branch, IFSC SBIN0000053 or A/C No. 040505008166 with ICICI Bank, IFSC ICIC0000405, Chandannagar branch 1st floor, Shrihari Apartment, bagbazar more, chandannagar.

to other Bank A/c as may be informed by the developer.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Chandannagar, Hooghly in the presence of attesting witness, signing as such on the day first above written.

---

MEMO OF CONSIDERATION.

Received from the within named Purchaser a sum of Rs. 2,00,000/- (rupees Two lakh) only out of total consideration of Rs. 13,50,000/- (rupees thirteen lakh fifty thousand) only in the following manner.

1. The allottee shall pay a sum of Rs. 2,00,000 /- on Jan 2026.
- 2.The allottee shall pay a sum of Rs. 5,00,000 /- on March 2026.
- 3.The allottee shall pay a sum of Rs. 2,50,000 /- on May 2026.
- 4.The balance amount shall be paid at the time of Registration.

SIGNATURE OF THE DEVELOPERS

Drafted by:

Advocate

