

MAA VISHALAXMI CONSTRUCTION

*Sanjay Damar*  
Partner

MAA VISHALAXMI CONSTRUCTION

*maloy Das*  
Partner

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** executed on this ..... day  
of ....., 2026, (Two thousand Twenty-Six).

Cont.P/2

:: 2 ::

**BY AND BETWEEN**

**SRI AYAN BISWAS**, (PAN:BIUPB5975L, Aadhaar No. 4639-7657-3619), son of Late Ashis Biswas, by faith: Hindu (Indian), by profession: Private Service, resident of aidyagali, Kadamtala, P.S. Chinsurah, P.O. & District Hooghly, Pin-712103, presently residing at Flat No.244, Pocket-K, Third Floor, P.O. & P.S. Sarita Vihar, District South Delhi, Delhi, Pin-110076, hereinafter called the **OWNER** and / or **INTENDING VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the **FIRST PART.** Represented by Constituted Attorney: **“MAA VISHALAXMI CONSTRUCTION”**, (PAN:ABVFM1420A), a Partnership Firm, having it's registered office at 216, Mearber Road, P.O. & P.S. Chinsurah, District Hooghly, Pin-712101, Represented by it's Partners: (1) **SRI SANDIP SAMANTA**, (PAN: BHHPS9670P, Aadhaar No.8989-8951-8026,) son of Late Sisir Samanta, by faith: Hindu (Indian), by profession: Business, residing at 339, Stand Road, Tamlipara, P.S. Chinsurah, P.O. & District Hooghly, Pin-712103, (2) **SRI MOLOY DAS**, (PAN: ANIPD4474G, Aadhaar No. 5103-1413-4258), son of Late Mantulal Das by faith: Hindu (Indian), by profession: Business, residing at 216, Mearber Road, P.O. & P.S. Chinsurah, District Hooghly, Pin-712101, who by dint of DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT, which was executed between the Owner /Vendor and Developer on 25.06.2025 registered at the Office of A.D.S.R. Chinsurah, Hooghly and recorded in Book No.I, CD Volume No.0603-2025, Pages from 158184 to 158198, being No.060308198 for the year 2025.

:: 3 ::

**AND**

**“MAA VISHALAXMI CONSTRUCTION”**, (PAN:ABVFM 1420A), a Partnership Firm, having it's registered office at 216, Mearber Road, P.O. & P.S. Chinsurah, District Hooghly, Pin-712101, Represented by it's Partners: **(1) SRI SANDIP SAMANTA**, (PAN: BHHP9670P, Aadhaar No.8989-8951-8026,), son of Late Sisir Samanta, by faith: Hindu (Indian), by profession: Business, residing at 339, Stand Road, Tamlipara, P.S. Chinsurah, P.O. & District Hooghly, Pin-712103, **(2) SRI MOLOY DAS**, (PAN: ANIPD4474G, Aadhaar No. 5103-1413-4258), son of Late Mantulal Das by faith: Hindu (Indian), by profession: Business, residing at 216, Mearber Road, P.O. & P.S. Chinsurah, District Hooghly, Pin-712101, hereinafter referred to as the **PROMOTER / BUILDER / DEVELOPER** which expression shall unless excluded by or repugnant to the context be deemed to include as the partner's or partner for the time being of the said firm, their heirs, executors, administrators, representatives, survivors and administrators of the last surviving partner and his/her/their assigns of the party of the **SECOND PART**.

**AND**

**(1)**....., (PAN: ....., Aadhaar No. ....), son/daughter/wife of ....., by faith: ..... (Indian), by profession: ....., residing at ....., P.O. ...., P.S. ...., District ....., Pin-.....,

**(2)**....., (PAN: ....., Aadhaar No. ....), son/daughter/wife of .....,

:: 4 ::

by faith: ..... (Indian), by profession: ....., residing at  
....., P.O. ...., P.S. ....,  
District ....., Pin-....., hereinafter referred to as  
the “**ALLOTTEE(S)**” which expression shall unless excluded by or  
repugnant to the context be deemed to include his/her/their heirs,  
executors, administrators, representatives and assigns of the **THIRD**  
**PART.**

The Land Owner(s), Promoter and Allottee shall hereinafter  
collectively be referred to as the “Parties” and individually as a  
“Party”.

**A.** WHEREAS all that piece and parcel of Bastu Land  
admeasuring 0.054 Acre appertaining to R.S. Dag No.1040 under  
R.S. Khatian No.1182, corresponding to L.R. Dag No. 2357 under  
L.R. Khatian No.10865 within the ambit of Mouza : Kulihanda, J.L.  
No.18, Holding No.78/73/276, Kadamtala Road, Ward No.11 under  
Hooghly-Chinsurah Municipality, P.S.& A.D.S.R. Office: Chinsurah,  
District Sub-Registry Office: Hooghly, District Hooghly, originally  
belonged to Sourendra Nath Gupta.

**B.** AND WHEREAS said Sourendra Nath Gupta settled the same  
by Amolnama in favour of Smt. Guibala Mallick and deliver  
possession and by the strength of said Amolnama, said Smt. Guibala  
Mallick were recorded her name in the records of Revissonal  
Settlement under Govt. of West Bengal in R.S. Khatian No.1182.

**C.** AND WHEREAS said Smt. Guibala Mallick transferred the  
above mentioned property in favour of Sri Sudhangsu Sekhar Malluck  
by a Gift Deed being No.6620 dated 28.06.1960 and delivered  
possession.

:: 5 ::

**D.** AND WHEREAS said Sri Sudhansu Sekhar Mallick transferred the above mentioned property in favour of Sri Amar Nath Mondal by a Deed of Sale being No.8279 dated 23.12.1966 and delivered possession.

**E.** AND WHEREAS said Sri Amar Nath Mondal transferred the above mentioned property in favour of Sri Shyama Chand Mallick by a Deed of Sale dated 12.03.1973 which was registered at the Office of Sub-Registrar, Chinsurah Sadar and recorded in Book No.I, Volume No.37, Pages from 42 to 48, being No.2089 for the year 1973 and delivered possession.

**F.** AND WHEREAS said Sri Shyama Chand Mallick transferred the above mentioned property in favour of Sri Snehankur Mitra by a Deed of Sale dated 17.08.1977 which was registered at the Office of Sub-Registrar, Chinsurah Sadar and recorded in Book No.I, Volume No.66, Pages from 253 to 257, being No.4675 for the year 1977 and delivered possession.

**G.** AND WHEREAS said Sri Snehankur Mitra, while in possession the above mentioned property, died on 18.01.1985 as bachelor and according to Hindu Succession Act. his property devolved upon his living mother Smt. Amiya Mitra.

**H.** AND WHEREAS said Smt. Amiya Mitra, while in possession the above mentioned property, died intestate on 04.08.1985, leaving behind only Grand Son Sri Argha Mitra as his only legal heir and successor. Be it mentioned that her another son Gitankur Mitra and daughter-in-law predeceased her . As such according to Hindu Succession Act. Grand Son Sri Argha Mitra became the absolute owner of the above mentioned property.

**I.** AND WHEREAS said Sri Argha Mitra transferred the above

:: 6 ::

mentioned property in favour of Sri Arup Kumar Biswas by a Deed of Sale dated 27.11.1991 which was registered at the Office of Additional District Sub-Registrar, Chinsurah Sadar and recorded in Book No.I, Volume No.56, Pages from 177 to 186, being No.5475 for the year 1991 and delivered possession.

**J.** AND WHEREAS said Sri Arup Kumar Biswas transferred the above mentioned property in favour of Sri Ayan Biswas by a Deed of Sale dated 26.11.2020 which was registered at the Office of District Sub-Registrar-II, Hooghly and recorded in Book No.I, CD Volume No.0602-2020, Pages from 63296 to 63319, being No.060202791 for the year 2020 and delivered possession.

**K.** AND WHEREAS in the event recited herein above said Sri Ayan Biswas became the absolute owner of Bastu Land admeasuring 0.054 Acre appertaining to R.S. Dag No.1040 under R.S. Khatian No.1182, corresponding to L.R. Dag No. 2357 under L.R. Khatian No.10865 within the ambit of Mouza : Kulihanda, J.L. No.18, Holding No.78/73/276, Kadamtala Road, under Hooghly-Chinsurah Municipality, P.S.& A.D.S.R. Office: Chinsurah, District Sub-Registry Office: Hooghly, District Hooghly, and effected mutation his name in the records of B.L & L.R.O. Chuchura-Mogra as well as Hooghly-Chinsurah Municipality and possessing the same by paying rents and taxes to the authority concerned.

**L.** AND WHEREAS the Owner has now absolutely seized and possessed of or otherwise well and sufficiently entitled to all that land as described in the "A" schedule of property.

**M.** AND WHEREAS the Owner has acquired absolute title in respect of his property specifically mentioned in the Schedule "A" below has been owning and possessing the same by paying rent and taxes to the

:: 7 ::

proper authorities and has clear marketable title to the said property and the said property is free from all sorts of encumbrances Charges, liens, lispens, attachment, trust whatsoever and that the Owner/Vendor is now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL that the said property.

N. AND WHEREAS the owner or the party of First Part has/have decided to Develop the said property and to construct Multistoried Building comprising of several Flats and Commercial units but owing to the problem of the owner to personally undertake the matter of construction of the proposed multistoried building, the owner decided to develop the property through a reputed Developer.

O. AND WHEREAS the Developer in the name and style of **“MAA VISHALAXMI CONSTRUCTION”**, (PAN: ABVPM 1420A), a Partnership Firm, having it's registered office at 216, Mearber Road, P.O. & P.S. Chinsurah, District Hooghly, Pin-712101, Represented by it's Partners: **(1)SRI SANDIP SAMANTA**, (PAN: BHHP9670P, Aadhaar No.8989-8951-8026,), son of Late Sisir Samanta, by faith: Hindu (Indian), by profession: Business, residing at 339, Strand Road, P.S. Chinsurah, P.O. & District Hooghly, Pin-712103, **(1)SRI MOLOY DAS**, (PAN: ANIPD4474G, Aadhaar No. 5103-1413-4258), son of Late Mantulal Das by faith: Hindu (Indian), by profession: Business, residing at 216, Mearber Road, P.O. & P.S. Chinsurah, District Hooghly, Pin-712101, have approached and requested the Owner/Vendor to allow them to develop the said property and after proper negotiations, the Owner/Vendor agreed to grant the Developer exclusive right to develop the said property by constructing new multistoried buildings thereupon in accordance with the Building Plan duly sanctioned by Hooghly-Chinsurah

:: 8 ::

Municipality and the Owner/Vendor agreed to grant the Developer exclusive right to develop the said property by constructing new multistoried buildings thereon in accordance with the Building Plan duly sanctioned by Hooghly-Chinsurah Municipality and to that effect a DEVELOPMENT AGREEMENT was executed between the Owner/Vendor and Developer on 25.06.2025 which was registered at the Office of A.D.S.R.Chinsurah, Hooghly and recorded in Book No.I, CD Volume No.0603-2025, Pages from 157848 to 157872, being No.060308179 for the year 2025.

P. AND WHEREAS by virtue of the above mentioned DEVELOPMENT AGREEMENT being No.060308179 for the year 2025, the Owner/Vendor of the Land also nominated and appointed to the Developer: **“MAA VISHALAXMI CONSTRUCTION”**, (PAN: ABVPM 1420A), a Partnership Firm, having it's registered office at 216, Mearber Road, P.O. & P.S. Chinsurah, District Hooghly, Pin-712101, Represented by it's Partners: **(1)SRI SANDIP SAMANTA**, (PAN: BHHPS9670P, Aadhaar No.8989-8951-8026,), son of Late Sisir Samanta, by faith: Hindu (Indian), by profession: Business, residing at 339, Strand Road, P.S. Chinsurah, P.O. & District Hooghly, Pin-712103, **(1) SRI MOLOY DAS**, (PAN: ANIPD4474G, Aadhaar No. 5103-1413-4258), son of Late Mantulal Das by faith: Hindu (Indian), by profession: Business, residing at 216, Mearber Road, P.O. & P.S. Chinsurah, District Hooghly, Pin-712101, by executing a DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED THE DEVELOPMENT AGREEMENT on 25.06.2025 which was registered at the Office of A.D.S.R.Chinsurah, Hooghly and recorded in Book No.I, CD Volume No.0603-2025, Pages from 158184 to 158198, being No.060308198 for the year

:: 9 ::

2025, authorising them to act as his Constituted Attorney for the purpose of execution of the development work on the Schedule property or any part thereof and to represent themselves before all competent authority including entering into Agreement for sale with the intending Purchaser(s) and obtain payment accordingly.

**Q.** The Said Land is earmarked for the purpose of building a residential –cum- commercial project, comprising 1/2/3 multistoried apartment buildings and 1/2/3 Block of the said project shall be known as **“BRISTIBILASH”**.

**S.** 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;

**T.** The Hooghly-Chinsurah Municipality has granted the Building Plan Being Permit No. SWS-OBPAS/1808/2025/0455 dated 24.09.2025 .

**U.** 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 W.B. Apartment Ownership Act. 1972. 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;

**V.** The Promoter has applied for registration of the Project under the provisions of the Real Estate Regulation and Development Act, 2016 (the ‘RERA Act’) with the West Bengal Real Estate Regulatory Authority at Kolkata on ..... under registration No X.

**W.** The Allottee had applied for an apartment in the Project vide application No. NIL dated NIL and has been allotted apartment No.

:: 10 ::

.....having carpet are of .....Sq.ft. type..... floor in block No..... and Car Parking Space/Garage being No....., Block No....., having Covered area of ..... Sq.ft of “....Project Name.....” along with proportionate share of common parking, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

Y. Additional details;

(i). Regular water supply from Hooghly-Chinsurah Municipality, will be done after words, till then supply is made through TAP line and tube well/submersible, allottee is fully aware of this fact and this shall not be treated as deficiency in services.

(ii) Apartment maintenance charges of Rs. ..../- per month shall be applicable after completion certificate is obtained for the building as decided by RWA. For maintenance of the complex before the handover, Society security deposit Rs. ..../- shall be paid.

(iii) That if the allottee wishes to sell or transfer the said flat to any other third party before the registration of the said flat, the allottee will have to pay 25% of the collector value of the flat to the PROMOTER and take NOC from the PROMOTER before any such transfer.

(iv) After possession of the FLAT/Car Parking Space the allottee shall not disturb any of the internal and the external walls, columns, beams,

:: 11 ::

elevations etc. without prior written permission from the PROMOTER.

(v) 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;

(vi) 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 Car Parking all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(vii) 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 [Apartment] as specified in para G.

**Z.** 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:**

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 Apartment as specified in para **W**.

1.2 The Total Price for the Apartment along with Car Parking based on the carpet area is Rs.....as basic plus GST @1% amounting to Rs..... amounting to Rs.....(Rupees .....) only.

:: 12 ::

1.3 Excluding GST& Registration Charges

Block/Building/Tower No._____, Apartment No. _____, Type _____, Floor _____	Area (Sq.ft.)	Rate per Sq.ft.(Rs.)	Value (Rs.)
Cost of Apartment (Carpet Area)			
Cost of exclusive Balcony or Varandah areas & Cup Board			
Cost of exclusive open terrace area			
Proportionate cost of common areas			
Cost of Car Parking Space/Garage			
Preferential location charges			
Total price excluding GST (in Rupees)			
GST @1%			
Total price including GST (in Rupees)			
Maintenance charges			
Corpus Fund			
Legal Charges			
Grand Total Price(in Rupees)			

Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or veranda areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 1.3 etc., if/as applicable. [AND]

Covered parking charges are nil. Common, Covered and open parking

Cont.P/13

:: 13 ::

has been provided as per sanctioned plan approved by Hooghly-Chinsurah Municipality.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.
- (ii) The Total Price above does not include Taxes (consisting of tax paid or payable by the Promoter by way of Taxes and Cess or Value Added Tax, Service Tax, Stamps Duty, Registration Fees, Other legal expenses 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 the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate: 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: 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;
- (iii) 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

Cont.P/14

:: 14 ::

the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of 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, and firefighting equipment in the common areas, maintenance.

(v) charges as per para 1.3 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.4 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase because 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. 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.

Cont.P/15

:: 15 ::

1.5 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C (“Payment Plan”).

1.6 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 installment has been proponed. 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.

1.7 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 herein at Schedule ‘D’ and Schedule ‘E’ (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. 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.

1.8 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Completion 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

Cont.P/16

:: 16 ::

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.

1.9 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (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 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, and firefighting equipment in the common areas, maintenance charges as per para 1.2 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (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.

Cont.P/17

:: 17 ::

1.10 It is made clear by the Promoter that the common areas and common two wheeler parking space will remain indivisible and the same cannot be remarketed in any manner in future in respect of any Flat/Shop/Unit. Only the Flat owners will be entitled to keep their two wheeler (One vehicle per Flat) in the said two wheelers in the common parking. 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.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment 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 there for by such authority or person.

1.12 The Allottee has paid a sum of Rs. \_\_\_ including GST @1% as

Cont.P/18

:: 18 ::

part booking amount by \_\_\_\_\_ of being part payment towards the Total Price of the Apartment/ Car Parking 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 Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate of \_\_\_ per month.

### **1.13 MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of “MAA VISHALAXMI CONSTRUCTION”, payable at Chinsurah.

### **2. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

2.1 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 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

Cont.P/19

:: 19 ::

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 the 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

2.2 The Promoter accepts no responsibility in regard to matters specified in para 2.1 above. 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.

**3. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

Cont.P/20

:: 20 ::

**4. 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 Apartment/ Car Parking to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

**5. CONSTRUCTION OF THE PROJECT/ APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] 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, amenities and facilities. 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 Hooghly-Chinsurah Municipality 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.

**6. POSSESSION OF THE APARTMENT:**

6.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment/ Car Parking Space to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand

Cont.P/21

:: 21 ::

over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project as mentioned in Schedule “D” and “E” in place on 30.06.2028, with a grace period of Six Months 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. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the 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.

6.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of Completion certificate. [Provided that, in the absence of local law,

:: 22 ::

the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of Completion certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

6.3 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession.

6.4 within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

6.5 Possession by the Allottee - After obtaining the Completion certificate and handing over physical possession of the Apartment 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 Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the

Cont.P/23

:: 23 ::

competent authority, as the case may be, within thirty days after obtaining the completion certificate].

6.6 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.

6.7 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; 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/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.

Cont.P/24

:: 24 ::

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment/ Car Parking Space, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

#### **7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) 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;
- (ii) The Promoter 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;  
[In case there are, any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no restraining order passed by any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/ Car Parking Space 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

:: 25 ::

in relation to the Project, said Land, Building and Apartment/Car Parking Space and common areas;

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

(vii) 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/Car Parking Space which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/ Car Parking Space to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment and Car Parking Space to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

(x) 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.

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment/ Car Parking Space, plot or

Cont.P/26

:: 26 ::

building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order,

(xiii) 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.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

(i) The Owner 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 Promoter 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 Apartment;

(v) 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

Cont.P/27

:: 27 ::

times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

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

(vii) The Promoter and Owner have 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;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

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

(x) 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;

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

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter and

Cont.P/28

:: 28 ::

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

(xiii) That the property is not Waqf property.

#### **9. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price of the Apartment and Car Parking Space as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Completion certificate\* and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges to the Promoter is made by the Allottee.

#### **10. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

For the period between the handing over of possession to the respective Flat owner and the taking over by the association of allottees, the Flat owners will bear the costs by themselves and in case of any delay for formation of association, the promoter will not be liable/responsible.

#### **11. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in

:: 29 ::

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.

#### **12. 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/covered parking 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 [Apartment/Plot] 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.

#### **13. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the "BRISTIBILASH" shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting equipments 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

:: 30 ::

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.

**14. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

14.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the Car Parking Space, 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 Apartment and Car Parking Space keep the Apartment and Car Parking 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.

14.2 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 any where 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

Cont.P/31

:: 31 ::

remove any wall, including the outer and load bearing wall of the Apartment.

14.3 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 previously mentioned conditions.

**15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**16. 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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(is) and disclosed, except for as provided in the Act.

**17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and Car Parking Space 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.

Cont.P/32

:: 32 ::

**18. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):**

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.

**19. 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 Additional District Sub-Registrar Hooghly Sadar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**20. 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

Cont.P/33

:: 33 ::

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.

**21. RIGHT TO AMEND:**

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

**22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:**

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

**23. WAIVER NOT A LIMITATION TO ENFORCE:**

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

23.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a

Cont.P/34

:: 34 ::

waiver of any provisions or of the right thereafter to enforce each and every provision.

**24. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**25. 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 Apartment bears to the total carpet area of all the Apartments in the Project.

**26. 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.

Cont.P/35

:: 35 ::

**27. 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, in Chinsurah after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar at Chinsurah, Hooghly. Hence this Agreement shall be deemed to have been executed at Chinsurah.

**28. 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:

1) Mr. ....( Name of Allottee) .....

(Allottee Address)

2) Mrs. .... ( Name of Allottee) .....

(Allottee Address)

**AND**

**“MAA VISHALAXMI CONSTRUCTION”**, (PAN:ABVFM 1420A), a Partnership Firm, having its registered office at 216, Mearber Road, P.O. & P.S. Chinsurah, District Hooghly, Pin-712101, 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

:: 36 ::

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.

**29. 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.

**30. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

**31. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

**32. 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

:: 37 ::

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.

[Please insert 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.]

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

**SCHEDULE 'A' - LAND SCHEDULE ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

**District: Hooghly**, District Sub-Registry Office: Hooghly, Sub-Division : Chinsurah, A.D.S.R. Office : Chinsurah, **P.S. Chinsurah, Mouza : Kulihanda, J.L. No.18 :**

ALL That piece and parcel of Bastu Land admeasuring 0.054 Acre appertaining to R.S. Dag No.1040 under R.S. Khatian No.1182, corresponding to L.R. Dag No. 2357 under L.R. Khatian No.10865.

Holding No.78/73/276, Kadamtala Road, under Hooghly-Chinsurah Municipality, P.S.& A.D.S.R. Office: Chinsurah

The Property comprised Holding **No.78/73/276, Kadamtala Road, Ward No.11 under Hooghly-Chinsurah Municipality, P.S. Chinsurah, District Hooghly.**

:: 38 ::

**Butted and Bounded by:**

North : House of Sandip Mallick & others.

South : 4 Feet wide Comm. Pass. then House of Mrinmoy Bhar &  
Smt. Arati Mallick.

East : Pond.

West : 16 Feet Wide Municipal Road.

**SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT**

One Flat having carpet area of \_\_\_ Sq.ft. in the \_\_\_\_\_ Floor.

Block: \_\_\_\_\_

Apartment No. \_\_\_\_\_

**BUTTED AND BOUNDED BY:**

North :

South :

East :

West :

:: 39 ::

**SCHEDULE 'C' - PAYMENT PLAN**

SCHEDULE OF PAYMENT	Amount
Down payment On Booking upto 5 % of the total price of the Flat and Car Parking Space	
On execution of Agreement for Sale next 5 % of the total price of the Flat and Car Parking Space	
Next 30% on Completion of Plinth Ground level of the total price of the Flat/Car Parking Space	
Next 20% on Completion of 1 <sup>st</sup> floor slab of the total price of the Flat/Car Parking Space	
Next 10% on Completion of 2 <sup>nd</sup> floor slab of the total price of the Flat/Car Parking Space	
Next 7.5% on Completion of top slab of the total price of the Flat/Car Parking Space	
Next 10% on Brick Work/Plaster of the total price of the Flat/Car Parking Space	
Next 7.5% on flooring/plumbing of the total price of the Flat/Car Parking Space	
Balance before 7 days of Possession of the total price of the Flat/Car Parking Space	

**SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)**

Structure:

RCC Frame

Walls:

Internal: All internal walls of 125 mm thick red brick finished with reputed brand putty, External: All walls of 200 mm thick brick

Cont.P/40

:: 40 ::

finished with Weather proof exterior finishing paint of reputed brand.

Flooring:

Vitrified tiles flooring in bed room, leaving room and balcony, Toilet and Kitchen.

Electricals:

Concealed ISI copper conductor flexible wire and modular switches of reputed brand.

Kitchen :

Cooking Platform with Black Stone structure, granite top table, Stainless Steel sink.

Toilets:

Tiles floor, Wall tiles up to door height of reputed brand.

CP bath fitting of ISI standard, reputed brand.

Sanitary fittings of ISI standard, reputed brand, all white.

Doors:

Standard door shutters finished.

PVC door at Toilet/WC

Windows:

Standard windows with smoke glass shutters.

Cont.P/41

:: 41 ::

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES  
(WHICH ARE PART OF THE PROJECT)

Lift:

Lift premium quality

Water supply:

24 hrs. Water supply through overhead tank for sufficient storage & supply.

Community Hall:

Security:

24 hrs. High security.

Concrete roads and pathways, LED Street lights.

Well electrification, ..... lifts in the block ....., ..... Lift in block .

Well-equipped CCTV camera

Cont.P/42

:: 42 ::

**SIGNED, SEALED AND DELIVERED**  
**BY THE WITHINNAMED VENDORS /**  
**LAND OWNERS AND THE DEVELOPERS**  
**IN THE PRESENCE OF WITNESSES:**

1.

2.

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**SIGNATURE OF THE VENDORS**  
**/ LAND OWNERS**

---

**SIGNATURE OF THE DEVELOPER**

---

**SIGNATURE OF THE PURCHASERS**

Cont.P/43

:: 43 ::

**MEMO OF CONSIDERATION**

**RECEIVED** by the within named **VENDOR / DEVELOPER** from the within named **PURCHASER(S)**, the sum of **Rs. ....../-** (**Rupees .....**) **only** out of total consideration of Rs...../- (Rupees .....) **only** as under:-

Cheque/DD No.	Dated	Bank & Branch	Amount (Rs.)

**WITNESSES:**

1.

2.

\_\_\_\_\_

**SIGNATURE OF THE VENDOR(S)  
/ LAND OWNER(S)**

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**

Drafted by \_\_\_\_\_  
Advocate  
Chandernagore Court

Comp. Print by/Typed by

MAA VISHALAXMI CONSTRUCTION

*Sanjay Sanjay*  
Partner

MAA VISHALAXMI CONSTRUCTION

*maloy Das*  
Partner

Chandernagore Court .