

**ANNEXURE-A
(SEE RULE 9)**

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (**Agreement**)
executed on this _____(Date) day of
_____(Month), 20.....

Contd....2

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

BY AND BETWEEN

"MATA DI REAL ESTATE, a Proprietorship firm having its office at 24/1, Abhoy Guha Road, District Howrah, represented by its proprietor viz. **RAJ KUMAR MISHRA,** (PAN), son of Late Jagarnath Mishra, by faith Hindu, by profession Business, residing at 41 Thakurdas Ghosh Street, Belur, Dist. Howrah, Represented by **CONSTITUTED ATTORNEY** of Land Owners (1) **SRI BIJOY KUMAR SAHA,** (PAN), (2) **SRI DIPAK KUMAR SAHA,** (PAN), both are sons of late Sachindra Lal Saha, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Pin-712123, and (3) **SRI NIMAI BANERJEE,** (PAN), son of late Sunil Kumar Banerjee, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Pin-712123, hereinafter called the **"PROMOTER / FIRST PARTY / ATTORNEY HOLDER"** (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include its/his/heirs, executors, administrators, successors-in-interest and permitted assigns) of the **"FIRST PART"**.

AND

"MATA DI REAL ESTATE, (Aadhaar No.) a Proprietorship firm having its office at 24/1, Abhoy Guha Road, District Howrah, represented by its proprietor viz. **RAJ KUMAR MISHRA,** (PAN), son of Late Jagarnath Mishra, by faith Hindu, by profession Business, residing at 41 Thakurdas Ghosh Street, Belur, Dist. Howrah, hereinafter referred to as the **"PROMOTER/DEVELOPER/VENDOR"** (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include its/his/heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART.**

AND

SRI, (Aadhaar No.), son of Sri, aged about years, residing at, Pin, (PAN) West Bengal, hereinafter called the **"ALLOTTEE"/PURCHASER/S"** (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include its/his/heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART.**

Contd....3

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

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

DEFINITIONS:

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

- a) **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) **"Section"** means a section of the Act.

WHEREAS :

A. _____ ("Owner") is the absolute and lawful owner of [khasra nos./C.S./R.O.R nos. (CS/RS/LR)/ Assessment No./survey nos.] [Please insert land details as per relevant laws]

ALL THAT piece and parcel of "Bastu" total land measuring about **07 Cottahs, 06 Chittack & 18 Sq. ft.** as follows :-

(i) comprised in R.S. Dag Nos. 1942 & 1944, corresponding to L.R. Dag No. 2740, under R.S. Khatian No. 467, corresponding to L.R. Khatian No. **6553** (in the name of Nimai Banerjee)

Area → **04 Cottahs, 00 Chittack & 06 Sq. ft.**

A N D

(ii) comprised in R.S. Dag Nos. 1942 & 1944, corresponding to L.R. Dag No. 2740, under R.S. Khatian No. 467, corresponding to L.R. Khatian Nos. **5656** (in the name of Bijoy Kumar Saha) and **5655** (in the name of Dipak Kumar Saha),

Area → **03 Cottahs, 06 Chittack & 12 Sq. ft.**

Under District Sub-Registrar office Hooghly and Additional District Sub-Registrar office Hooghly, P.S. Chinsurah, Mouza-Bally, J.L. No. 9, under Hooghly-Chinsurah Municipality Ward No. 5, amalgamated Holding No. **560/433 + 1054/560** Kailashnagar, Mohalla Kazidanga (Olaichanditala), _____ totally admeasuring square meters situated at Kailashnagar, in Sub-division & District etc. Hooghly,

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

Contd...4

("Said Land") vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar. _____ . The Owner and the promoter have entered into a [collaboration development/joint development] agreement dated _____ registered as document no. _____ at the office of the Sub-Registrar:

B. The Said Land is earmarked for the purpose of building a [commercial/ residential/ any other purpose] project comprising multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as ("Project")

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. The Hooghly-Chinsurah Municipality has granted the commencement certificate to develop the project vide approval dated _____ bearing Registration No. _____.

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, Flat or building, as the case may be from Hooghly-Chinsurah Municipality, Dist. Hooghly. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____

G. The Allottee had applied for an apartment in the Project vide Application No. _____ dated _____ and has been allotted Apartment No. _____ having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B);

Contd....5

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

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

I. [Please enter any additional disclosure/details]

J. 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;

K. 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;

L. 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/ Flat] and the garage/covered parking (if applicable) as specified in para G

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/Flat] as specified in para G.

1.2 The Total Price for the (Apartment/Flat) based on the carpet area is Rs. _____/- (Rupees _____ only ("Total Price") (Give break up and description):

Block / Building/Tower No.	Rate of Apartment per square feet
Apartment No. _____	
Type _____	
Floor _____	
Total Price (in rupees)	

Contd....6

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

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

[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage Covered parking-2	Price for 2
Total price (in rupees)	

EXPLANATION :

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Flat];

(ii) The Total Price above, includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/Flat 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 I 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 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/Flat] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Flat] and the Project.

1.3. 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 alongwith 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.

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

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @-_____ % 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.

1.6. 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, Flat or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

Contd....8

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.

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

1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Flat] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Flat];
- (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/Flat] 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 work paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Flat] and the Project;

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

Contd...9

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/Flat, as the case may be.

1.9. It is made clear by the Promoter and the Allottee agrees that the [Apartment/Flat] along with _____ garage/covered 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.

1.10. 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 therefor by such authority or person.

1.11. The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Flat] 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/Flat] 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 prescribed in the Rules.

Contd....10

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

2. **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 [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____ payable at _____ .

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1. 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 thereunder or any statutory amendments /modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale; transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 of 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.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is 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.

Contd....11

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

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

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

5. **TIME IS ESSENCE :**

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

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Flat] 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 West Bengal State Laws [Please insert the relevant State laws] 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.

7. **POSSESSION OF THE APARTMENT/FLAT :**

7.1. Schedule for possession of the said [Apartment/Flat] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/ Flat] 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 over possession of the [Apartment/Flat] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on Hooghly 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/Flat].

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.

7.2. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Flat], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [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]. 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' Flat, as the case may be, to the allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of [Apartment/Flat] - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Flat] 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/Flat] to the allottee.

Contd....13

MAIA DI REAL ESTATE
Raj Kumar Mishra
Proprietor

In case the Allottee fails to take possession 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.

7.4 Possession by the Allottee - After obtaining the occupancy certificate, and handing over physical possession of the [Apartment /Flat] to the Allottees, it shall be the responsibility of the Promoter to hand over the xerox copy of necessary documents and plans, including common areas, to the association of Allottee 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 competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5. 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 looking 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.

7.6. 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/ Flat] (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/Flat], 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:

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 /Flat] which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

8. **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 litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment /Flat];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Flat] 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/Flat] 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/Flat] 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/Flat] 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/Flat] 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 Project.

(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, Flat or 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, 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..

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

(i) Promoter fails to provide ready to move in possession of the [Apartment/Flat] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications,

Contd....16

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) 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.

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

(i) 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 interest; or

(ii) 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 prescribed 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Flat), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

(i) 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 prescribed in the Rules;

(ii) 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 may cancel the allotment of the [Apartment/Flat] in favour of the Allottee and refund the money paid to him by the allottee by deducting the hooking amount and the interest liabilities and Ibis Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT :

The Promoter, on receipt of Total Price of the [Apartment /Flat] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Flat] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy 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 till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. 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 allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Flat].

12. 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.

13. RIGHT TO ENTIRE THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall

MATA DI REAL ESTATE
Raj Kumar Mishra
Proprietor

Contd....18

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/Flat] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE :

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), 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.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment Flat] 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 Flat], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Flat] and keep the [Apartment/Flat], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a lit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. 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 anywhere on the exterior of the Project, buildings (herein 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/Flat] 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 [Apartment/ Flat].

15.3. 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 aforesaid conditions.

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

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

17. **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(ies) and disclosed, except for as provided in the Act.

18. **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 / Flat/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being" in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Flat/Building].

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

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.**

[Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws, regulations as applicable in the laws.

MATA DI REAL ESTATE
Raj Kumar Mishra
Proprietor

Contd...20

20. **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 (specify the address of the 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 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.

21. **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/ Flat/building, as the case may be.

22. **RIGHT TO AMEND :**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOITEE/ SUBSEQUENT ALLOTTEES :**

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

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

Contd....21

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1. 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.

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

25. 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.

26. 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/Flat] bears to the total carpet area of all the [Apartments/Flats] in the Project.

27. 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.

Contd....22

MATA DI REAL ESTATE
Raj Kumar Mishra
Proprietor

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed 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 Hooghly 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 Sub-Registrar at Hooghly (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Hooghly.

29. 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:

_____ Name of Allottee

_____ (Allottee Address)

Mata Di Real Estate (Promoter Name)

24/1 Abhoy Guha Road, Dist. Howrah (Promoter Address)

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.

30. 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 be considered as properly served on all the Allottees.

31. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, Flat or

Contd....23

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, Flat 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 thereunder.

32. COVERNING 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 thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

[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 thereunder]

33.1

HISTORY OF THE TITLE

WHEREAS the "A" Schedule property along with other properties were previously belonged to **Dominion Land & Industries Limited**, a Joint Stock Company having its registered office at 154 Harish Mukherjee Road, Kolkata-25, acquired (i) from one Guinram @ Tarak Nath Konar, by way of Deed of Conveyance being No. **2418 of 1947**, recorded in Book No. I, Volume No. 77, Pages from 117 to 126 registered with Calcutta S.R.O., (ii) by way of Deed of Sale being No. **135 of 1948**, recorded in Book No. I, Volume No. 14, Pages from 48 to 51 registered with D.S.R. Hooghly, (iii) from one Dashurathi Nundiby way of Deed of Bengali Kobala being No. **3127 of 1947**, recorded in Book No. I, Volume No. 41, Pages from 28 to 31 registered with D.S.R. Hooghly, (iv) from one Gour Chandra Banerjee, by way of Bengali Kobala being No. **745 of 1948**, recorded in Book No. I,

Contd....24

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

Volume No. 16, Pages from 292 to 294 registered with D.S.R. Hooghly, (v) from one Tofazzal Hossain, by way of Bengali Kobala, being No. **940 of 1948**, recorded in Book No. I, Volume No. 11, Pages from 127 to 130 registered with D.S.R. Hooghly, as per the latest Sale Deed being No. 2483 of 1975.

AND WHEREAS the aforesaid Vendors by way of aforesaid title deeds and other documents acquired large number of properties within the Mouza of Naldanga, Bally & Narayanpur and developed the said area by laying more or less 20' ft. wide roads connecting the public roads at several points and by splitting up the whole area into small suitable building Flats and declared the said area of layout as "KAILASH NAGAR SCHEME" and sold large number of Flats under the said Scheme from time to time.

AND WHEREAS In respect of the purchases before April 1948, the documents were prepared in the former name of the said vendors then known as British India Land & Industries Ltd.

AND WHEREAS subsequently the said name has been changed into "Dominion Land & Industries Ltd. upon application and obtaining a Certificate U/S 11 Sub-Section 8 Act VII of 1913 of Indian Companies Act. from the Registrar, Joint Stock Companies, Bengal, on 29/04/1948.

AND WHEREAS the last Revisional Settlement, the name of the Vendors as such has been recorded in the Khatians for the lands purchased earlier as aforesaid except the deed of Purchase dated 21/10/1963, subsequent to the Revisional Settlement.

AND WHEREAS accordingly the **Dominion Land & Industries Limited** being thus lawfully seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the properties forming part and parcel of land known and proclaimed as "KAILASH NAGAR SCHEME NO. III.

AND WHEREAS subsequently, the said **Dominion Land & Industries Limited**, represented its Director, namely Sudhir Kumar Dutta, sold the "A" Schedule property to → Sri Nimai Banerjee, son of late Sunil Kumar Banerjee, of Quarter No. E-17/6, B.T.P.S. Township, Post. Tribeni, P.S. Mogra, District. Hooghly, by way of Sale Deed being No. **2483 of 1975**, recorded in Book No. I, Vol. No.35, Pages from 20 to 29, registered with D.S.R. Hooghly, (which is a **Principle Deed**),

Contd....25

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

where areas of land total is by admeasuring 07 Cottahs - 06 Chittacks - 18 Sq. ft. The property is situated at 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Ward No. 5 under Hooghly-Chinsurah Municipality, having 12' ft. wide common passage on the south side to get entrance in the "A" Schedule property.

AND WHEREAS subsequently, Sri Nimai Banerjee, son of late Sunil Kumar Banerjee, sold more or less 03 Cottach 06 Chitaks 12 Sq. ft., out of his total land by admeasuring 07 Cottahs - 06 Chittacks - 18 Sq. ft., to → **(i) Sri Bijoy Kumar Saha, (ii) Sri Dipak Kumar Saha**, both are sons of late Sachindra Lal Saha, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, by way of Sale Deed being No. **12 of 2002**, recorded in Book No. I, volume No. I, Pages from 73 to 80, registered with A.D.S.R. Sadar, Hooghly.

AND WHEREAS subsequently, **(i) Sri Nimai Banerjee**, son of late Sunil Kumar Banerjee, **(ii) Sri Bijoy Kumar Saha, (iii) Sri Dipak Kumar Saha**, sons of late Sachindra Lal Saha, after acquiring the property by way of aforesaid title deeds, mutated their names from the concern B.L. & L.R.O. under the L.R. Khatian No. **6553** (in the name of Nimai Banerjee), **5655** (in the name of Bijoy Kumar Saha) and **5656** (in the name of Dipak Kumar Saha), under **L.R. Dag No. 2740** corresponding to R.S. Dag No.1942 & 1944, J.L. No. 9, Mouza-Bally, more fully described in the "A" Schedule below and also from Hooghly-Chinsurah Municipality.

AND WHEREAS "DOMINION LAND & INDUSTRIES LIMITED" was previously a Registered Joint Stock Company, having its registered office at 154, Harish Mukherjee Road, Kolkata-700025, but subsequently the said company has converted its status from "Limited Company" to "Private Limited Company" in the name & style of "DOMINION LAND & INDUSTRIES PRIVATE LIMITED" with an effect from 16/06/2003, as per the declaration executed by the present Director, Rabindra Kumar Pataodia, having its present office at 10A, Chitpur, P.S. Chitpur, Kolkata-700007.

AND WHEREAS one mistake accidentally and inadvertently held in the said Principle Deed, mentioned above, in Page No. 8 under the head of **Schedule "A"**, line No. 7, in place of Dag No. **1930** it would be **Dag No. 1942 and 1944**, corresponding to L.R. **Dag No. 2740** (as per Flat information and latest L.R. Parcha in the name of present owner, Sri Nimai Banerjee, present owner of L.R. Khatian No. 6553.

Contd....26

MATA DI REAL ESTATE
Raj Kumar Mishra
Proprietor

AND WHEREAS subsequently one Deed of Declaration has executed by the Vendor namely Dominion Land and Industries Private Ltd. and acceptance by the present owner namely Sri Nimai Banerjee, by way of Deed of Declaration being No. **7225 of 2016**, recorded in Book No. I, C.D. Vol. No. 0601-2016, Pages from 110523 to 110533, with D.S.R-I, Hooghly.

AND WHEREAS (i) Sri Nimai Banerjee, son of late Sunil Kumar Banerjee, (ii) Sri Bijoy Kumar Saha, (iii) Sri Dipak Kumar Saha, sons of late Sachindra Lal Saha, being the Owners of the "A" Schedule property intended to develop/construct multi-storied building on the said premises comprising of flats, shops, spaces and garages as per Sanctioned Building Plan being No. **B/270 (2018-19)** dated 09/10/2018 from Hooghly-Chinsurah Municipality upon their total purchased land situated at 478 Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, but due to financial trouble, the Owners were not in a position to start the constructional work of the proposed multi-storied building upon their purchased landed property.

AND WHEREAS the Owners of the "A" Schedule property approached to the well experience and technical expert Developer, namely "**MATA DI REAL ESTATE**", a Proprietorship firm having its office at 24/1, Abhoy Guha Road, District Howrah, represented by its proprietor viz. **RAJ KUMAR MISHRA**, son of Late Jagarnath Mishra, for constructing the multi-storied building (G+4) for residential-cum-commercial purpose on his landed property, as the Developer has capacity to invest finance for constructing multi-storied building (G+4) on the said premises No. 478 Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, and the Developer was agreed for doing the job of construction work on the said property on some terms and conditions of allocation of the multi-storied building which has mentioned in the "Developer's Agreement for Development" being No. **060304679 for the year 2016** & one "General Power of Attorney" being No. **060304693 for the year 2016**, both are registered with A.D.S.R., Chinsurah, Hooghly, executed by **Sri Nimai Banerjee** AND another "Developer's Agreement for Development" being No. **060304678 for the year 2016** & one "General Power of Attorney" being No. **060304694 for the year 2016**, both are registered with A.D.S.R., Chinsurah, Hooghly, respectively executed by **(ii) Sri Bijoy Kumar Saha, (iii) Sri Dipak Kumar Saha.**

Contd...27

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

33.2

MUTATION

That the Municipal Mutation of the respective holding owned by the PURCHASER(S) shall be executed immediately after the transfer of the Unit. However, mutation charges shall be borne by the PURCHASER(S) at actual.

That the PURCHASER(S) shall be liable to pay the tax/rent/cess etc. of the common area along with his/her own holding proportionally till his/her individual holding is independently mutated.

That the PURCHASER(S) shall be liable to complete execution of Deed of Conveyance in his favour from the Developer of his possession, solely at PURCHASER(S) cost within along with receiving the actual possession. In the event of non compliance of execution of Deed of Conveyance if any penalty/fine is levied by the Competent Authority/Govt., the entire penalty/fine and liabilities shall be borne by the PURCHASER(S). The Developer shall not be liable to pay any penalty in such event, if any by no way or ways.

33.3

THE PURCHASER/S OF FLAT SHALL NOT DO THE FOLLOWINGS.

1. To obstruct the party hereto of the First and Second part or the Association in their acts relating to common purpose.
2. To violate any of the rules and / or regulations laid down for the common purpose and / or the user of the common portions.
3. To injure harm or damage the common portion or any other units in the building by making any alteration or withdrawing any support or otherwise.
4. To alter any portion elevation or colour of the building.
5. To throw or to accumulate or cause to be thrown or accumulated any dust, ashes, rubbish or other used articles in to the common portions save and except at the place indicated therefore.
6. To place or cause to be placed any articles or subject in common portions.
7. To carry or caused to be carried on any obnoxious, injurious, noisy, dangerous, hazards, illegal or immoral activity in or through the unit in the common portion.
8. To do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants.

Contd....28

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

9. To use or allow the unit or any part thereof to be used for any clubs, meeting, conference, nursing home, Hospital, boarding house, eating place, restaurant or any other similar purpose.
10. To put or to affix any signboard, name, - plate, and other similar articles in common portions or outside walls or the building and / or outside all of the Unit save and except at the place or places provided thereof approved in writing by the party hereto of the Second Part or the Association. Provided that nothing contained in this clause shall prevent the PURCHASER(S) for display in a decent signboard in the outside of the main door or unit.
11. To obstruct the party hereto of the First Part in setting or granting right to any person or any part of the land in the premises and / or in the building (except in the Unit).
12. To keep store any offensive combustible, obnoxious, hazards or dangerous Article in the Unit.
13. To allow or to keep any lunatic or any person suffering from any virulent dangerous, obnoxious or infections deceases in the Unit.
14. To keep any domestic animals or pets save and except in the manner permitted in writing by the party hereto of the Second Part or the Association or the concerned Municipality or by the other authorities.
15. To install or keep or run any generator so as to cause nuisance to the occupants of other portion of the Building.
16. To change the outside colour of his portion or any outside decoration of their allocated surface area.
17. To use the Flat for preparation of foods or confectioneries for the commercial purpose or other commercial purposes (This clause is not applicable for all type of commercial unit except Restaurant).
18. To affix or draw any wires cable pipes from and to or throw any common portion or outside walls of the Building or other units save and except in the manner indicated by the party hereto of the Second Part or by the Association.
19. To keep any heavy articles or things which likely to damage the floor or operate any machine other than usual appliances.
20. To change the name of the Building or named and / or altered by the PURCHASER(S) from "**CHANDANA APARTMENT**"," for any reason whatsoever.

Contd....29

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33.4

GENERAL CONDITIONS

- That the layout and specifications are tentative and subject to alterations/modifications on account of technical reasons for which the decision of the Architect, appointed by the Developer, shall remain firm and final and be bound upon.
- The electrical incoming charges inclusive of transformer, infrastructure cost, Energy Meter etc. as to proposed by W.B.S.E.D.C.L /CESC shall be charged extra and that shall be paid by the PURCHASER(S) proportionately.
- That all cost on account of additional work beyond our specification shall be borne by the PURCHASER(S) upon approval of the estimate and after receipt of payment.
- That it is agreed by and between the parties hereto i.e, Developer and PURCHASER(S), that Developer's identified Advocate/Lawyer shall be the common advocate/lawyer for the Developer and the PURCHASER(S) hereto and the conveyance and other documents shall be prepared by the said Advocate and shall be acceptable to the PURCHASER(S).
- All stamp duty, registration charges/fees, legal charges and allied expenses on account of execution and Registration of this Agreement as also the Sale deed and/or the Conveyance Deed and other documents to be executed and / or registered in pursuance hereof and shall be borne and paid by the PURCHASER(S).
- That all costs for execution of Deed of Conveyance towards transfer of the Flat/Shop mentioned in "B" Schedule in favour of parties hereto of the Third Part that inclusive of Stamp Duty, Registration fees, advocates fees etc. shall be borne by the PURCHASER(S).

IN WITNESSES WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (City/town name) in the presence of attesting witness, signing as such on the day first above written.

Contd....30

MATA DI REAL ESTATE
Raj Kumar Mishra
Proprietor

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee : (including joint buyers)

1) Signature _____

Name _____

Address _____

2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter :

1) Signature _____

Name _____

Address _____

At _____ on _____ in presence of :

WITNESSES :

1) Signature _____

Name _____

Address _____

2) Signature _____

Name _____

Address _____

MATA DI REAL ESTATE
Raj Kumar Mishra
Proprietor

Contd....31

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/ FLAT] AND TILE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

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

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

[The 'Schedule' to this Agreement for Sale shall be as agreed to between the parties]

*or such other certificate by whatever name called issued by tire competent authority.

SCHEDULE "A" ABOVE REFERRED TO (AMALGAMATED PROPERTY)

ALL THAT piece and parcel of "Bastu" total land measuring about **07 Cottahs, 06 Chittack & 18 Sq. ft.** as follows :-

(i) comprised in R.S. Dag Nos. 1942 & 1944, corresponding to L.R. Dag No. 2740, under R.S. Khatian No. 467, corresponding to L.R. Khatian No. **6553** (in the name of Nimai Banerjee)

Area → **04 Cottahs, 00 Chittack & 06 Sq. ft.**

A N D

(ii) comprised in R.S. Dag Nos. 1942 & 1944, corresponding to L.R. Dag No. 2740, under R.S. Khatian No. 467, corresponding to L.R. Khatian Nos. **5656** (in the name of Bijoy Kumar Saha) and **5655** (in the name of Dipak Kumar Saha),

Area → **03 Cottahs, 06 Chittack & 12 Sq. ft.**

Under District Sub-Registrar office Hooghly and Additional District Sub-Registrar office Hooghly, P.S. Chinsurah, Mouza-Bally, J.L. No. 9, under Hooghly-Chinsurah Municipality Ward No. 5, amalgamated Holding No. **560/433 + 1054/560** Kailashnagar, Mohalla Kazidanga (Olaichanditala), consisting of existing various residential units, garages etc. under the name and style as "**CHANDANA APARTMENT**". The Property is butted and Bounded as follows :-

Contd....32

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Proprietor

North : Flat No. 96,
East : Flat No. 93,

South : 8' ft wide common passage,
West : Flat No. 97 & 99.

SCHEDULE "A" ABOVE REFERRED TO
(DESCRIPTION OF SPACE/FLAT/AREA)

PART -I
(The Said Unit/Flat)

In the District of Hooghly, P.S. Chinsurah, **ALL THAT** piece and parcel of a Residential Unit/Flat being No., having **Super Built-up area** more or less **Sq. ft.** and **Built-up area** more or less **Sq. ft.** in Floor, on the (G+4) multi-storied building with lift facility namely "**CHANDANA APARTMENT**", with Marbles/Tiles floor, appertaining to Mouza-Bally, J.L. No. 09, Mohalla-....., amalgamated Holding No. 560/433 + 1054/560 Kailashnagar, Mohalla Kazidanga (Olaichanditala), situated at 478 Kailashnagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Ward No. 5, under Hooghly-Chinsurah Municipality, consisting of Three/Two Bed Rooms, One Drawing-Cum-Dining Room, One Kitchen, Two Toilets/Bathrooms (One attached), One Open Balcony, along with/without a open Four Wheeler Parking Space of having total area of 135 Sq. ft. approx. marked as reserved for flat No., in the Ground Floor of the said multi-storied-building which has been shown in the "**RED**" colour in the enclosed map, together with undivided proportionate share or interest of the land underneath out of the total land and all easement rights, measuring total area of land more or less **07 Cottahs, 06 Chittack & 18 Sq. ft.** of the "**A**" **SCHEDULE**" above written. The butted and bounded in the following manner :-

ON THE NORTH : ;
ON THE SOUTH : ;
ON THE EAST : ;
ON THE WEST : ;

SCHEDULE "A" ABOVE REFERRED TO

PART -II
(The Parking Space)

ALL THAT the Parking Space, of 135 (one hundred thirty five) square feet approx. marked as reserved for flat No., on the Ground Floor of the said multi-storied-building for parking of 1 (one) medium seized motor car in the space to be identified for "parking" as specified in "B" Schedule, Part-I.

Contd....33

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SCHEDULE "B" ABOVE REFERRED TO
FLOOR PLAN OF THE APARTMENT

FLOOR PLAN TO BE INSERTED HERE

SCHEDULE "C" ABOVE REFERRED TO
PAYMENT PLAN

1. A Progressive Payment which is equivalent to **30 %** of total consideration money, including booking money/advance paid, shall be paid by the PURCHASER(S) at the time of execution of this Agreement, for an amount of Rs. _____/- (Rupees _____) only.
3. A Progressive Payment for an amount of Rs. _____/- (Rupees _____) only, which is equivalent to **30 %** of total consideration money, shall be paid by the PURCHASER(S) after completion of Roof Concreting.
4. A Progressive Payment for an amount of Rs. _____/- (Rupees _____) only which is equivalent to **20 %** of total consideration money, shall be paid by the PURCHASER(S) after completion of Brick Work.
5. A Progressive Payment for an amount of Rs. _____/- (Rupees _____) only, which is equivalent to **15 %** of total consideration money, shall be paid by the PURCHASER(S) after completion of Flooring.
6. A Progressive Payment for an amount of Rs. _____/- (Rupees _____) only, which is equivalent to **5 %** of total consideration money, shall be paid by the PURCHASER(S) along with transfer of possession and Registration of the said unit in favour of the PURCHASER(S).

That the allottee shall not be entitled to alternate or transfer his/their right of the flat until full payment of the price is made except with the previous consent of the party hereto of the Developer is obtained.

Contd....34

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SCHEDULE "D" ABOVE REFERRED TO (GENERAL SPECIFICATION)

MATERIALS :

1.	BRICKS	Good Quality.
2.	CEMENT	Non-Levy poril and cement of Good Quality.
3.	SAND	For RCC works, yellow coarse. For Plastering yellow medium grade. For filling work white river sand.
4.	PERIPHERAL WALL	8 * Cement Brick wall.
5.	INTERNAL WALL	5 * Cement Brick wall.
6.	SURFACE FINISH	Outside cement plastering & Inside cement plastering.

- FLOORING** : Bed room, living-cum-dining space, kitchen, Verandah, Lobby – all Kumari Marble /Glazed Tiles Flooring.
- DOORS** : Wooden Frames with good quality of Sal, Flash Main Door with locking arrangement rest all Flash Door with bolt and one Collapsible Gate outside the main Door.
- WINDOWS** : Aluminium windows with M.S. Grill and necessary Glass fittings and Black paintings.
- TOILET** : Marble or Glazed Tiles flooring and wall tiles of 5' ft. from Dado, with European and Indian style white Glazed W.C. complete with P.V.C. cryster wash basin, shower line with standard Bib cock, one Bath Room with Geyser Point.
- KITCHEN FITTINGS** : Marble or Glazed Tiles cast in situ Black Granite cooking Platform having 3' ft. height wall tiles setting in front side with present Steel Sink with waste Tray.
- ELECTRICAL** : All Bed rooms (three points), Drawing and Dinning 5 Points with 15 Amp. Socket, Kitchen (three points), toilet (two points), balconies (one point), main store room (one point), lobbies, passage, lift, will be provided with concealed electrical wiring terminated to two light points, fan points, one AC point, complete with distribution board, switch board complete with switchers and plug socket.
- WATER SUPPLY** : Supply of water to each and every Flat uninterruptedly 24 hours subject to mechanical failure and failure of supply of Municipal water supply.

Contd....35

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SCHEDULE "E"

(The Common facilities Parts & Portions)

1. Staircase on all the floors of the building.
2. Staircase landing on all floors of the said building.
3. Common Passage and lobbies on the ground floor excepting the Car Parking Area.
4. Tube well, if any at extra cost.
5. Water pump, water tanks, water pipes, and other common plumbing installation and overhead water tanks.
6. Electrical wiring, meters and fittings (excluding those as are installed for any particular unit).
7. Drainage and switch gear.
8. Pump house, Generator room, toilets and bathroom in the ground floor or within the compound of the building.
9. Boundary wall and main gate.
10. Lawn and Garden if any on the ground floor.
11. Such other common parts, areas, equipments, installation fixtures, fittings and spaces in or about the said building are necessary for passage or user and occupancy of the said units in common parts after construction of the said building not excluding the roof and/or terrace and covered and uncovered car parking space and area of the said building.

SCHEDULE "F"

(The Common Expenses)

- a. All costs of maintenance, operating, replacing, white washing the building, to construction, decorating and lighting of common parts, including the expenses of lift, water pumps, water tax, generator, electrical installations including the cost of repairing and replacing the same and also the other walls of the building and the roof of the top floor.
- b. The salaries of all persons employed for the said building complex.
- c. Insurance premium for insuring the said building against earthquake, fire, lightening, damage by mob or civil commotion etc.
- d. All charges and deposits for suppliers of common utilities.
- e. Municipal taxes and other outgoing save those separately assessed on the respective flats.
- f. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
- g. All litigation expenses for protecting the title of the land and building.

- h. The office expenses incurred for maintaining office for common purposes.
- i. All other expenses and outgoing as are deemed by the builder and/or Association to be necessary or indemnified for and regulating the interest rights of all the co-owners.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day, month, and year first above written.

SIGNED, SEALED AND DELIVERED →

MATA DI REAL ESTATE
Raj Kumar Mishra
 Proprietor

EXECUTED AS CONSTITUTED ATTORNEY HOLDER OF LAND OWNERS.

SIGNED, SEALED AND DELIVERED →

MATA DI REAL ESTATE
Raj Kumar Mishra
 Proprietor

SIGNATURE OF PROMOTER/DEVELOPER

SIGNED, SEALED AND DELIVERED →

SIGNATURE OF THE ALLOTTEE/PURCHASER/S

WITNESSES

- 1.
- 2.

RECEIPT

RECEIVED a sum of Rs. _____/- (Rupees _____) only as and by way of earnest / advance money as per the terms of these presents as per the memo below :

MEMO OF CONSIDERATION

Draft/Cheque NO & DATE	DRAWN ON	AMOUNT (RS)
	By Cash / Account Payee Cheque	
	Total →	

(Rupees only).

Contd...37

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**SIGNED, SEALED AND
DELIVERED →**

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Raj Kumar Mishra
Proprietor

**EXECUTED AS CONSTITUTED ATTORNEY
HOLDER OF LAND OWNERS.**

**SIGNED, SEALED AND
DELIVERED →**

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

SIGNATURE OF PROMOTER/DEVELOPER

**SIGNED, SEALED AND
DELIVERED →**

SIGNATURE OF THE ALLOTTEE/ PURCHASER/S

Drafted by :-

Advocate