

**AND WHEREAS** the Developer/Confirming Party herein has started construction of G+IV storied building at the **FIRST SCHEDULE** property as per Sanctioned Building Plan Sanctioned by the Kolkata Municipal Corporation vide B.P. No. 2023120305.

**AND WHEREAS** the Developer/Confirming agreed to sell and the purchaser herein agreed to purchase in respect of **ALL THAT** piece and parcel one self contained residential flat on the \_\_\_\_\_, measuring an area \_\_\_\_\_ square feet super built up area, Marble flooring, consisting of \_\_\_\_\_ bed rooms, \_\_\_\_\_ kitchen, \_\_\_\_\_ dining, \_\_\_\_\_ toilet, and \_\_\_\_\_ verandah, of the said G+IV storied building, more fully described in the **SECOND SCHEDULE** hereunder written together with undivided proportionate share of land lying and situated at Premises No. 75, Chittaranjan Colony "A", within the Kolkata Municipal Corporation under Ward No. 102, P.S.- Jadavpur, Kolkata 700 032, District - South 24 Parganas, Kolkata - 700032, more fully described in the **FIRST SCHEDULE** hereunder written according to the terms and conditions and /or from Developer's Allocation as mentioned in the said registered Development Agreement dated 30.05.2022 in consideration money of Rs. \_\_\_\_\_ only free from all encumbrances.

**NOW, THIS AGREEMENT FOR SALE WITNESSETH as follows:-**

1. The Purchasers have agreed to purchase and the Developer has agreed to sell from its allocation of **ALL THAT** piece and parcel one self contained residential flat on the \_\_\_\_\_, measuring an area \_\_\_\_\_ square feet super built up area, Marble flooring, consisting of \_\_\_\_\_ bed rooms, \_\_\_\_\_ kitchen, \_\_\_\_\_ dining, \_\_\_\_\_ toilet, and \_\_\_\_\_ verandah, of the said G+IV storied building, more fully described in the **SECOND SCHEDULE** hereunder written together with

Shine Enterprise

Shankar Das

Proprietor



undivided proportionate share of land lying and situated at Premises No. 75, Chittaranjan Colony "A" , within the Kolkata Municipal Corporation under Ward No. 102, P.S.- Jadavpur, Kolkata 700 032, District - South 24 Parganas, Kolkata – 700032, more fully described in the **FIRST SCHEDULE** hereunder written.

2. The Purchasers shall pay to the Developer hereto, the price /consideration of the said flat Rs. \_\_\_\_\_ only including the proportionate undivided share of land in the **FIRST SCHEDULE** property together with all common, right, common easement right including common facilities and amenities to use the common parts and portions of the said building more particularly described in the **THIRD SCHEDULE** written hereunder with the Owners and the other occupiers of the said building;
3. The Purchasers agree to pay to the Developer, the said price strictly on the dates specified herein after and the time in this regard shall be deemed to be the Essence of Contract

**SCHEDULE OF PAYMENT**

<b><u>Particulars</u></b>	<b><u>..</u></b>	<b><u>Amount (Rs.)</u></b>
i) At the time of acceptance of offer letter	..	
ii) At the time of the execution of this Agreement	..	
iii) On completion of R.C.C. foundation work	..	
iv) On completion of first floor	..	
v) On completion of second floor	..	
vi) On completion of third floor		
vii) On completion of fourth floor		

Shine Enterprise

*Shankar Das*

Proprietor



viii) On completion of electrical work		
ix) On completion of total brick wall and plaster		
x) On completion of total Marble flooring upto staircase	..	
xi) On completion of plumbing, sanitary, doors, windows, etc. work	..	
xii) At the time of registration of Deed of conveyance which is earlier on.	..	
Total Rs. _____		
=====		

**Note : i)** Be it mentioned here that the Purchasers agreed to pay all the statutory duties, cess, taxes, etc. if imposed by the Central Government, State Government or any statutory authority or municipal corporation in addition to the above price or consideration and it is agreed by the Purchasers to pay service tax on the market price to be e-valued by the registering authority of the Directorate of Registration of West Bengal Govt. or any central Govt. or State Govt.

4. The Purchasers shall not use the said flat in such manner which may or is likely to cause nuisance or annoyance to the occupation of others, nor shall use the same for any illegal or immoral, purposes;
5. The Developer has already started construction of the said G+3 storied building as well as the said flat as per the plan and specifications and the said specifications.

Shine Enterprise

*Shankar Das*

Proprietor

6. The cost of maintenance only, replacing, repairing, white washing, painting decorating the main structure or the said building the exterior there of and in particular the common portion of the roof, terrace, landing and structure of the building and rain water pipes, water tanks, motor pumps, lift and electrical wiring, sewerage, drain and all other common parts or the fixtures, fittings and equipments in, under or upon the building, enjoyed or used in common by the Purchasers or Occupier thereof shall be borne jointly by them and the Purchasers shall pay the proportionate said basic warranty from the date of possession of the said flat.
7. The cost of cleaning, lighting the main entrance, staircase and other parts of the building as enjoyed in common by the Purchasers and the Occupiers will bear jointly and proportionately; and the Purchasers shall pay the said common expense from the date of possession of the said flat and from the date of registration of the said flat which will take place earlier.
8. The cost of sweepers etc. shall be borne proportionately by the Purchasers and other occupiers of the building; and the Purchasers shall pay the said common expense from the date of possession of the said flat.
9. The cost of repairs replacement and maintenance of light and other plumbing work including all other services rendered in common to all other occupiers/, shall also be borne by the Purchasers and the other occupiers proportionately and the Purchasers shall pay the said common expense from the date of possession of the said flat which will take place earlier.

Shine Enterprise

*Shankar Das*

Proprietor





10. After the developer has duly received all the dues payable to if under this Agreement by the Purchasers and the Purchasers have duly performed and observed all terms under the Agreement, the Developer/vendor shall execute and register a Sale Deed at the cost of the Purchasers in respect of the said flat in favour of the Purchasers together with undivided proportionate share and interest in the land mentioned in the **FIRST SCHEDULE** hereunder written, but the cost and expenses of the registration will be borne by the Purchaser;
11. The Purchasers hereby covenants to keep the said partition walls/ sewerage, drains, pipes and other appurtenances of the said building in good working condition and order and in particulars so as to support and protect the other parts of the building and also the rights and interest of the Vendor/Developer and occupiers of the flats of the said building ;
12. The Purchasers agree and bind themselves to pay for the following costs on or before taking possession of the said flat :-
- (a) The cost and expenses in connection with installation of electric meter in the name of the Purchasers and any security deposit required to be paid thereof and for Such separate meter, it is to be borne by the Purchasers exclusive of the price of the said flat and car parking space.
- (b) All costs of registration and conveyance including stamp duties, legal fees incidental charges shall be borne by the Purchasers and all the legal works shall be done by as per the choised Advocate / Solicitor of the Developer herein.

Shine Enterprise  
*Shankar Das*  
Proprietor



- (c) The Purchasers shall also bear the cost of extra work other than the specifications to be done under instruction exclusive of the aforesaid price and the same will be paid before taking delivery of possession/registration of Deed which will be done earlier on ;
13. The Purchasers hereby agrees that the roof shall be deemed to be the property of all the flat owners and also the Purchasers shall use the roof only for the common purpose;
14. The Purchasers shall not keep or store in the said flat any inflammable combustible or any offensive articles which shall be or constituted any nuisance or annoyance to the occupiers/ other flat owners of the said building. The Purchasers shall abide by the terms and conditions of the Developer's Agreement dated 30.05.2022.
15. That the Purchasers shall not be entitled to deal with the said flat and car parking space in any manner whatsoever, until and unless, the aforesaid consideration/price of the said flat is fully paid to the Developer, but, the Purchaser, if necessary, shall be entitled to obtain house building loan from any recognized financial institution for purchasing the said flat and in that case, the Developer shall co-operate with them;
16. That the Purchasers shall also pay the costs and expenses including the Security Deposit for the installation of electric meter into the electric meter room, in his or their names, in respect of the said flat of the said new G+3 storied building excluding the aforesaid consideration / price of the said flat.

Shine Enterprise  
*Shankar Das*  
Proprietor

consideration / price of the said flat is fully paid to the developer, but the purchaser, if necessary shall be entitled to obtain house building loan from any recognized financial institution for purchasing the said flat and car parking space and in that case, the developer shall co-operate with them.

18. That, it is specifically and mutually agreed upon by the parties hereto that the Owner shall not have any financial liability under this Agreement and shall not be made liable for non-performance of any obligations by either the Developer or the Purchasers in any cost, save and except, the Owner at the request of the Developer, shall execute and register the Deed of Conveyance at the expenses of the Purchasers to transfer the undivided impartible proportionate share of land, described in the **FIRST SCHEDULE** hereunder written.
19. That notwithstanding anything contained hereinbefore any aggrieved party shall be entitled to sue for specific performance of contract and/or before any other forum against the other party, who has neglected or failed to perform any obligation in his part in terms of this Agreement ;
20. Both parties herein also agreed that the price of the said flat which also mentioned in **SECOND SCHEDULE** hereunder written at Rs. \_\_\_\_\_ only.
21. The Vendor and Developer herein declare that the said land /property or flat in part or full of the building are free from all encumbrance and be it mentioned that the said property and being constructed flat is not mortgaged or leased to any party or any financial institution. If anything found regarding title,

Shine Enterprise  
Shankar Das

Proprietor



or any dispute in that event the Purchasers shall be entitled to rescind or cancel this Agreement for Sale and Developer shall refund the entire advance money so received by him to the Purchaser.

22. Neither Vendor, Purchasers and Developer or any flat owners will have the right to use any common space or roof space or proportionate share of common space for commercial purpose.
23. The owner has no either financial liability or default in performance of obligations on the part of the developer save and except the owners shall transfer the undivided proportionate share of land as vendor in the deed of conveyance in favour of the Purchasers at the request of the developer.
24. That the said G+IV storied built to be completed within 18 (eighteen) months from the date of Agreement and shall register the **SECOND SCHEDULE** flat in favour of the Purchasers on or before \_\_\_\_\_ and shall deliver physical possession of the **SECOND SCHEDULE** property.

**THE SCHEDULE "A" ABOVE REFERRED TO:**

(Description of the entire Premises)

**ALL THAT** piece and parcel of Bastu land measuring about 14 decimals equivalent to 08 (eight) Cottahs, 08 (eight) Chittaks be the same or a little more or less, together with G+IV storied building standing thereon lying and situated at Mouza - Rajapur, Touzi No.- 109 J.L. No.-23, under C.S. Khatian No.- 339, C.S. Dag No.- 262, corresponding to R.S. Dag No. 303, within the limits of Kolkata Municipal Corporation Ward No. 102, Assessee No. 311020700754 being K.M.C. Premises No. 75, Chittaranjan Colony - "A", P.S.- Jadavpur, District - South 24 Parganas, Kolkata -

Shine Enterprise

*Shankar Das*

Proprietor

