

**AGREEMENT FOR SALE**

This Agreement for Sale ("AGREEMENT") executed on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ (Two Thousand \_\_\_\_\_)

**Between**

**SHRI ASIT KUMAR KUNDU**, Son of Late Abhay Pada Kundu, by faith- Hindu, by occupation- Business, by Nationality – Indian at present at Khaja Anowar Berh, P.O – Sripally, P.S – Bardhaman, Dist – Purba Bardhaman – 713103 **PAN. – AMAPK0677R ; Aadhaar No- 2788 1236 2694 ;** herein after called and referred as the **OWNER** (which express on shall unless

**FOR G S PROPERTIES**

*Sayan Ghan*  
**PARTNER**

excluded his/her/their and his/her/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**. being represented by their constituent Power of Attorney Holder by virtue of Deed No. I-4544 for the year 2022 duly registered at Book No. I, Volume No 0203-2022, (Page No. 116695 to 116764) registered before the office of the A.D.S.R - Burdwan, namely "**G S PROPERTIES**" (A Partnership Firm) having its Regd. Office at 227B, B.T. Road, Kolkata-700036, **PAN. AAVFG9749B**; represented by its Representative Partners namely **SMT SUTAPA GHAR** W/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, presently resident of FRAV-29, Ulhas Mini Township, Purba Burdwan , Burdwan - 713104; **PAN. AHGPG5524L and SRI SAYAN GHAR** S/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, presently resident of FRAV-29, Ulhas Mini Township, Purba Burdwan , Burdwan - 713104; **PAN. BYEPG7023C**;

**AND**

"**G S PROPERTIES**" (A Partnership Firm) having its Regd. Office at 227B, B.T. Road, Kolkata-700036, **PAN. AAVFG9749B**; represented by its Representative Partners namely **SMT SUTAPA GHAR** W/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, presently resident of FRAV-29, Ulhas Mini Township, Purba Burdwan , Burdwan - 713104; **PAN. AHGPG5524L and SRI SAYAN GHAR** S/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, presently resident of FRAV-29, Ulhas Mini Township, Purba Burdwan , Burdwan - 713104; **PAN. BYEPG7023C**; herein after called the **DEVELOPER** (which express on shall unless excluded his/their/its respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**:

**AND**

\_\_\_\_\_, S/o \_\_\_\_\_, Occupation – \_\_\_\_\_, by faith - \_\_\_\_\_, by Nationality - \_\_\_\_\_ resident of \_\_\_\_\_ **PAN** – \_\_\_\_\_; **Aadhaar No** – \_\_\_\_\_ herein called and referred as the **PURCHASER cum VENDEE** (which express on shall unless excluded his/her/their and each of their respective heirs, executors, administrators, legal representative and assigns) of the party of the **THIRD PART**.

**WHEREAS** the OWNER is the sole and absolute owners and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts

whatsoever to howsoever more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the “**SAID PREMISES**”).

**AND WHEREAS** the OWNER is the sole and absolute owners and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the “**SAID PREMISES**”).

**AND WHEREAS** the First Scheduled property originally belonged to Ras Gobindo Kundu, Bijoy Gobindo Kundu, Radha Gobindo Kundu and Susama Bala Nandy daughter of Late Gopal Gobindo Kundu along with other properties and while being the OWNERS and possessors of the same jointly, they partitioned the said property by metes and bounds along with other properties amongst themselves by virtue of a Partition Suit being Title Suit No. 94 of 1954 and the said First Scheduled property was obtained and acquired by Ras Gobindo Kundu by virtue of the Judgment and Decree of the Hon’ble Court out of the said Partition.

**AND WHEREAS** Ras Gobindo Kundu while enjoying and possessing the same gifted the First Schedule mentioned property along with other properties in favour of his 2 (Two) sons namely Tarapada Kundu and Abhaypada Kundu by virtue of a Registered Deed of Gift being Deed No. I-3424 of 1972 dated 09.05.1972 and registered before the office of the DSR, Burdwan.

**AND WHEREAS** Tarapada Kundu while enjoying and possessing his one half share of the property along with his share in other properties gifted in favour of his brother namely Abhaypada Kundu by virtue of a Registered Deed of Gift being Deed No. I-5481 of 2004, incorporated in Book No. I, registered at ADSR, Burdwan.

**AND WHEREAS** after obtaining 100% share in the said property as mentioned in the First Schedule along with other properties hereinafter the said Abhaypada Kundu constructed house thereon and afterwards while enjoying and possessing the same he gifted 50% of his share in the First Schedule mentioned property along with other properties in favour of his son being the FIRST PART of this Deed namely Asit Kumar Kundu by virtue of a Registered Deed of Gift being Deed No. I-4223 for 2005 incorporated in Book No. I, Volume No. X-150, Page Nos. 155 to 161 registered at ADSR, Burdwan.

**AND WHEREAS** said Abhaypada Kundu again while enjoying and possessing the rest one half share of the property i.e., his entire remaining along with other properties in favour of his son being the FIRST PART of this Deed namely Asit Kumar Kundu by virtue of a

Registered Deed of Gift being Deed No. I-4675 for 2020 incorporated in Book No. I, Volume No. 0203-2020, Page Nos. 114641 to 114660 registered before the office of the ADSR, Burdwan and since then the present OWNER by virtue of the aforesaid Deeds, became the absolute owner and possessor in respect of absolute right, title and interest in respect of the property mentioned in detailed in the First Schedule hereinafter inclusive of the structure thereon and he has been enjoying the same as the absolute possessor without the intervention of any third person till this day.

**AND WHEREAS** Asit Kumar Kundu being the present OWNER mutated his name in the present L.R.R.O.R and got his names recorded in L.R. Khatian No. 1164 under one man one khatian and afterwards he has been peacefully enjoying the property as the 16 Anna share of the same and has duly incorporated his name in the Holding No. 33 of Ward No. 17, Circle No. 17, Berh West Para Mahalla of Burdwan Municipality.

**AND WHEREAS** thus in the manner aforesaid, the Owner namely Asit Kumar Kundu now seized and possessed of and well and sufficiently entitled to as lawful rayat owner of ALL THAT piece and parcel of Bastu land measuring 4(Four) Cottah 12 (Twelve) Chittacks and 43 (Forty Three) Square Feet more or less being lying and situated now at District - Purba Bardhaman Sub Registry Office at Burdwan, Mouza- Khaja Anwar Berh appertaining to J. L. No. 36 L. R Dag No. 450, 451 recorded in L. R Khatian No. 1164 within the jurisdiction of Burdwan Police Station and is now enjoying the same by paying the rates taxes and other outgoings regularly and punctually to the competent authorities free from all encumbrances hereinafter referred to as the First Schedule property herein.

**AND WHEREAS** that there is a large portion of land being 4 (Four) Cottah 12 (Twelve) Chittacks and 43 (Forty Three) Square Feet more or less of Land being the First Schedule mentioned property which is unmaintained and thereby the **OWNERS** have taken decision to construct multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building/s and to develop the premises which is not being looked after by the OWNERS due to their inexperience in the field of maintenance of property and also occupational dilemma as well as health and habitation uncertainty in the City of Burdwan and thereby the OWNER has taken decision to construct the multistoried residential building along with residential building inclusive of Flats/Residential Units and Car Parking Spaces and to develop the premises.

**AND WHEREAS** that the **OWNERS** neither have the capacity nor have the ability both financially and technically and also nor has any experience nor has the adequate and

appropriate skill and knowledge to develop or to construct the new building/buildings along with multistoried residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces.

**AND WHEREAS** that the **DEVELOPER** is itself is a highly reputed developer Limited Liability Partnership Firm in the sector of Development and Promoting of Land and allied works and having more experience, knowledge and skill to develop the same. So the **OWNERS** of the First Schedule mentioned property gave offer to the **DEVELOPER** to develop the First Schedule properties as mentioned below. In response to that offer the **DEVELOPER** has accepted the same on definite terms and conditions to develop the property with a project for construction of a building residential purpose.

**AND WHEREAS** the **OWNER** and the **DEVELOPER** together entered into an Agreement for Development of the said proposed land and in pursuance of the said Agreement which was registered at the Office of the A.D.S.R. – Burdwan, and became Deed No. I-4544 for the year 2022 duly registered at Book No. I, Volume No 0203-2022, (Page No. 116695 to 116764 ) registered before the office of the A.D.S.R. – Burdwan and in pursuance of the said Agreement the Developer started to raise and construct multistoried building comprised of Residential flats / unit / parking space on the basis of sanctioned building plan and by its own power would carry out the process of transfer to intending purchasers of flat/unit/car parking space comprising in the proposed building and would also realize the cost of construction of the flat / unit / car parking space and common parts from the intending purchaser directly for self and the cost of the proportionate share of interest in the land described in the “**First Schedule**” mentioned hereunder and as would be proportionate to each such flat / unit / car parking space and common parts through its Partner as well as the Power of Attorney Holder for and on behalf of the **OWNERS** and upon receipt of such payment from the intending purchasers the **DEVELOPER** through its partner, shall select or/and elect the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat / unit / car parking space agreed to be acquired by the intending purchasers to the **DEVELOPER** through its partner who would execute proper sale deed / conveyance deed in respect of the said undivided, impartible and indivisible interest in the land and it was resolved through the aforesaid meeting that all the aforesaid activity including the execution of documents and agreements or application loan from any bank or financial institution or in any Govt. Office or/and

discharge of all duties regarding signing in the Deeds on behalf of the Firm etc. to done and to be executed by its Representative cum Managing Partner.

**AND WHEREAS** the aforesaid DEVELOPER through its partner started the process of making construction of the proposed multistoried building comprising several Residential Flats/Units and Car Parking Spaces whom the DEVELOPER through its partner would procure on its own and such intending purchaser shall pay consideration money to the DEVELOPER through its partner for the Residential Flats/Units and Car Parking Spaces after constructing the said multistoried Residential Building as per the sanctioned plan from Burdwan Municipality.

**AND WHEREAS** the DEVELOPER submitted a scheme cum proposed plan in the name of the Owner before the Burdwan Municipality and in that regard the OWNER through the DEVELOPER got their proposed plan sanctioned and obtained Municipal Plan being Sanctioned Memo No. – SWS-OBPAS/1201/2022/1181 Dated – 07/01/2023 with the permission to construct one Ground (G) Plus (+) Three (3) Storied Residential Building consisting of several Flats and Parking Spaces

AND WHEREAS the Purchaser has agreed to purchase ( \_\_\_\_\_ ) \_\_\_\_\_ **BHK Flat on \_\_\_\_\_ Floor ( \_\_\_\_\_ Side) (hereinafter referred to as the said unit) measuring \_\_\_\_\_ (little more or less), \_\_\_\_\_ (little more or less), or described in the Second Schedule,** with undivided proportionate share in land and common benefits at or for total consideration \_\_\_\_\_ **(Excluding Stamp Duty and Registration Charges) and Total GST Amount of \_\_\_\_\_ and cost of construction be paid in the manner as hereinafter described in the Third Schedule** hereunder written.

**NOW THIS AGREEMENT WITHNESSETH IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows: -**

- 1. CONSTRUCTION OF THE PROJECT/THE APARTMENT :**

The Purchasers confirm to have inspected and examined the title in respect of the land he is fully satisfied with the title of the land owner free from all encumbrances and covenants not to raise any objection thereto in future.

**2. MODE OF PAYMENT :**

Subject to the terms of this Agreement and Promoter abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in as “ **Third Schedule – Payment Schedule**” through A/c Payee cheque/demand draft or online payment (as applicable) in favor of “ G S PROPERTIES ” payable at Burdwan (No Cash payments will be accepted under any circumstances)

3. The Purchasers have also inspected the various Agreements power of attorney herein before referring and the building plan be sanctioned by the Burdwan Municipality and also satisfied and convinced with the right of the DEVELOPER through its partner to enter into this agreement.

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

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

**5. TIME IS ESSENCE:**

Time is of the essence for the Developer as well as the Purchaser. The Developer shall, subject to force majeure, abide by the time schedule for completing the Project and handing over the Unit to the Purchaser and the common areas to the association of the Purchaser. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the “ **Third Schedule – Payment Schedule** ”.

6. The OWNER through her representative cum Power of Attorney Holder and DEVELOPER through its managing/authorised partner agree on sell and transfer to

cause to be sold and transferred in favour of the Purchasers and the Purchasers hereby agree to purchase ALL THAT the said Unit/ Flat with any undivided proportionate share or interest in the said land referred in the **SECOND SCHEDULE** hereunder written.

**7. POSSESSION OF THE APARTMENT :**

The Developer agrees and understands that timely delivery of the possession of the Apartment to the Purchaser along with ready and complete the Common Areas of the Project is the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with ready and complete Common Areas, if any, of the Project within 14<sup>th</sup> March 2026, prevented by circumstances beyond the control of the Developer, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities, pandemic outbreak, lockdown and hindrances due to procedural delays and subject to force majeure and in that event or in any other event the tenure of this agreement may extended after the initiation and mutual consent of the Parties to this Indenture The Flat shall be completed as per specification and standard materials within 14<sup>th</sup> March 2026 subject to the delay due to circumstances control of the DEVELOPER through its partner being FORCE MAJEURE.

**7.1 Cancellation by Purchaser:** If the purchasers at any time want to withdraw or cancel the booking the money so deposited or paid by the purchasers will be refunded without interest, by after deduction of 20% of the paid-up amount. The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser 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. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Purchaser shall be free to approach the authorities concerned for refund of such GST. Money as and by way of liquidated damaged and documentation charge and the refund shall be made immediately after the sale of the herein subject flat.

**7.2 Possession by the Allottee:** The OWNER and/or DEVELOPER through its partner shall give Notice to the Purchasers for taking Delivery of Possession of the Unit/ Flat and within 15 days from the date of such notice the Purchasers shall take up over possession of the said Unit/ Flat upon payment of full consideration money and other dues if any payable by the



Purchasers to the DEVELOPER through its partner under this Agreement. If the DEVELOPER through its partner fails to hand over the possession of the Unit/ Flat on the due date stated aforesaid in spite of Purchasers having paid the full consideration punctually on the fixed specified date in such event the Purchasers shall have right to claim and demand penal interest from the DEVELOPER through its partner @ 8% per annum on the paid up amount, provided if the delay caused due to any force majeure or the reason beyond control of the developer being known and accepted in general in such event the penal interest shall not be payable by the DEVELOPER through its partner. It shall be the responsibility of the Promoter to hand over 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.

**8** Deed of conveyance in favour of the Purchasers of ALL THAT the said Unit/ Flat together with undivided proportionate share in land.

**9** The project and the Building to be constructed at the said premises have been named '**GHAR AMORE**' and the same shall always be known by the said name. The Association, the Maintenance agency, the Purchaser/s herein and/or the Unit/ Flat Owners and occupiers shall not be entitled to change the same name under any circumstances whatsoever.

**10** **DEED OF CONVEYANCE OF THE APARTMENT :**

Deed of conveyance in favour of the Purchasers of ALL THAT the said Unit/ Flat together with undivided proportionate share in land . That after payment to full consideration money and other specified charges, the DEVELOPER through its partner shall deliver the possession of the said unit and shall execute and register Deed of Conveyance in favour of the Purchasers.

**10.1** All documents, deed or conveyance as shall be drafted and prepared and registered by the DEVELOPER's Advocate, and none other else and the Purchasers hereby agreed to accept the same without raising any objection thereto in future and the Purchasers also agree to pay the professional fees of the advocate and charges and all registration cost, stamp duty and expenses.

**11 MAINTENANCE OF THE APARTMENT :**

The Purchasers shall regularly and punctually make payment of such sum towards maintenance charges and other outgoing as mentioned in the aforesaid schedule hereunder written which may be determined by the DEVELOPER through its partner/Purchasers of all the units in the said building is formed. The Purchaser shall have to pay one-year maintenance charges at Rs. 1.5/- per sq. ft. (Super-Built-up Area) per month which Purchaser shall have to pay as an advance to the company.

**12 RIGHT OF PURCHASERS TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :**

The Purchasers shall be a member of the Association or Organization of the owners to be formed after completion of sale of all the units and other spaces and shall abide by the rules and regulations of the said Association and shall pay proportionate cost and maintenance charges to the said Association. The Purchaser shall bear and pay the proportionate costs of formation and the expenses of the said Purchaser's Association.

**13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Vendor maintenance agency/association of Purchaser shall have rights of unrestricted access of all Common Areas, parking's and parking spaces Re providing necessary maintenance services and the All) as to permit the association of Purchasers and or maintenance agency to enter into the Apartment) or any part thereof, after due motive and during the normal working hours, unless the circumstances want otherwise, with a view to set right any defect.

**14** That the Purchasers shall not do any act, deed or thing whereby the construction or development of the said building or property is in any way hindered delayed or impeded with not shall in any way commit prejudice of the terms and condition and further that if due to any action directly or indirect of the purchaser the work be

stopped, then the purchaser shall be liable pay to the DEVELOPER through its partner all cost and damages so suffered by the DEVELOPER through its partner.

- 15 The Purchasers shall not, mortgage, assign or any way alienate or encumber the benefits of the agreement without prior consent in writing of the DEVELOPER through its partner during the construction period.

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

The terms and conditions between the parties have been agreed at and this Memorandum is being executed at the office of the DEVELOPER herein. The except especially provided herein, the terms and condition of all the resolutions adopted by the DEVELOPER through its partner shall be binding on the purchaser herein so far as may be applicable. The Purchaser is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project in general and this project in particular.

- 17 In Consideration of the DEVELOPER through its partner having agreed to sell ALL THAT the said Unit/ Flat with any undivided proportionate share or interest in the said land, the Purchasers shall pay to the DEVELOPER through its partner a total consideration amount of \_\_\_\_\_  
**(Excluding Stamp Duty and Registration Charges) and Total GST Amount of**  
\_\_\_\_\_

- 18 That at the time of Booking of this Unit/ Flat the Purchasers have paid \_\_\_\_\_  
\_\_\_\_\_ in advance through Cheque Payment through \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ out to the DEVELOPER through its partner as advance money and the balance of the purchase money shall be paid in the manner specified in THIRD Schedule.

Out of which, the advance consideration amount shall be considered to be

\_\_\_\_\_ and the rest amount of \_\_\_\_\_ shall be considered as the "GST Amount" out to the DEVELOPER through its partner as Advance Money and GST Amount respectively.

The Purchaser further agrees to acquire the said unit/ flat described in the Second Schedule hereunder written subject to payment of **Balance Consideration of Rs.**

\_\_\_\_\_ and **Balance GST Amount** of \_\_\_\_\_) on or before the registration or possession of the said unit whichever is earlier as mentioned in the manner specified in the Third Schedule.

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

The Developer has assured the Purchaser that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act, 1972 made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

**20** Time for payment is the essential of the contract and the purchaser hereby agrees not to withhold payment for any reason whatsoever or howsoever.

**21 ENTIRE AGREEMENT :**

This agreement containing entire agreements of the parties and no oral representation or statement shall not be considered valid and binding on the parties not shall any provision of this agreement shall be terminated or waived except by written consent by both parties and also due to non-compliance of obligation of either of the parties. The Purchasers acknowledges upon signing this agreement that no agreement, conditions, stipulation, guarantees, or warranties have been made by the DEVELOPER or its agents other than what a specifically set forth herein.

**22 RIGHT TO AMEND:**

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

**23 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT TRANSFEREES:**

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 on the said subsequent Purchaser/s, in case of a transfer, the said obligations go along with the Apartment.

- 24** All the amounts which shall become due and payable to the DEVELOPER through its partner by the Purchasers hereunder shall remain charge on the purchaser's entire right, title, and interest in the said Unit/ Flat / Car parking Space (if any).
- 25** If the Purchasers fail to make payment of any installment or installments on the stipulate dates or within 7 days of service of notice or payment shall pay penalty at the rate of 24% per annum or 2% per month or part thereof on all sums of money becoming due. And if such default continues for a period of another 7 days then the DEVELOPER through its partner shall have lawful right to cancel this agreement without any further notice to the Purchasers as this agreements serves sufficient notice in advance and after such cancellation the developer shall have full right and authority to sell the said Unit/ Flat to any other person without any reference to the purchaser and DEVELOPER through its partner shall forfeit the entire advanced money.
- 26** Nothing contained herein shall be construed a present, demise or transfer by the OWNER and/or DEVELOPER through its partner in favour of the Purchasers nor this agreement shall be construed to be a transaction in the nature of part performance of contract within the meaning of Sec. 53A of Transfer of Property Act and such demise or transfer shall take effect only to on full and final payment of total consideration agreed to be paid by the purchaser to the DEVELOPER through its partner as specified in 3<sup>rd</sup> (Third )Schedule.

**27** The DEVELOPER through its partner shall construct the said building with standard materials and as per annexed specification.

**28** Until the completion of the said ALL THAT the said Unit/ Flat with undivided proportionate share or interest in the said land and/or other units in the said building the DEVELOPER through its partner shall remain in the exclusive possession and the Purchasers shall not in any way disturb or cause to be disturbed the peaceful and quiet possession of the DEVELOPER through its partner and shall not obstruct or restrict the right of the OWNER and/or DEVELOPER through its partner to use the men and materials every passage of the building for such purpose as the OWNER and/or DEVELOPER through its partner in its discretion deem fit and proper.

**29 APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act, 1972 made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

**30** The Purchasers also agrees to pay to the DEVELOPER through its partner in addition to the consideration herein above all charges and costs for any extra work provided for in the said Unit/ Flat under instruction of the purchaser and the said payment shall be made in advance.

**31** The Purchasers shall pay of the legal charges and statutory dues for the purpose of registration of the said Unit/ Flat and only the Advocate of the DEVELOPER Firm will have sole authority and power to draft the Deeds including the Sale Deed and the Purchasers can neither raise any objection in this regard nor can appoint any other Advocate to draft the Deed and the Fees of such Legal Expenses is to be paid by the Purchaser only.

**32 DISPUTE RESOLUTION :**

All disputes and difference arising out of this agreement or in relation to the determination of any liability of the parties hereto or the construction and

interpretation of any of the terms or meaning thereof shall be referred to the arbitration under provision or Arbitration Act any statutory modification thereof from time to time in force and way given by the arbitrator shall be binding final and conclusive on the parties hereto and the appointment of the Arbitrator will solely be made by the FIRST PART and SECOND PART and the THIRD PART hereby jointly admit and confirm and undertake not to raise any objection in this regard.

- 32.1** Only the appropriate courts at Burdwan, District- Burdwan shall have the jurisdiction to entertain all disputes and actions between the parties herein but no such action concerning this particular agreement shall be brought by any parties without referring the matter for arbitration and here must be mentioned that the jurisdiction of the Consumer Forum hereby been barred and excluded from the purview of this Agreement and no party shall have any right to access and any right to proceed before the Consumer Forum and also the Court and other Tribunal including Real Estate Authority in any matter concerning this agreement and allied relations without referring the matter for Arbitration as per the Arbitration and Conciliation Act.
- 33.** The Purchaser prior to execution of the Deed of Sale, if intend to nominates his/her/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the Purchaser may do so with the permission of the Developer subject to payment of administrative charges to the Developer @ 3% (three percent) of the total transfer price or purchase price of Unit whichever is higher.
- 34.** So long as such Unit/ Flat in the said building shall not be separately assessed for the purpose of Municipal Taxes maintenance charges and water charges and purchaser shall pay proportionate share or water taxes, maintenance charges and Municipal Taxes and other taxes assessed on the whole building including the charges for consumption on electricity. Such proportion shall be determined by the DEVELOPER through its partner on the basis of the area of such Unit/ Flat in the said building.
- 35.** The Purchasers shall have no claim in any other part or portion of the building of the building save and except the said Unit/ Flat/Car Parking Space (if any) hereby agreed to be acquired by him.

- 36.** The Purchasers shall not store in the said Unit/ Flat /Car Parking Space (if any) or elsewhere in the building any hazards or combustible natures of article or thing or which are too heavy to effect the construction of the said building.
- 37.** The Purchasers shall not decorate the exterior of the said building otherwise than in a manner agreed by the DEVELOPER through its partner or in a manner as near as may be in which it has previously decorated.
- 38.** The Purchasers shall use the said Parking Space (if any) only for the purpose of medium size Car/ 4-Wheeler Vehicle Parking (if any).
- 39.** The Purchaser shall use the flat for residential purposes only.
- 40.** The Purchasers shall have to pay for the electric connection related to the said unit and the security deposit amount to WBSIEDCL to get the said meter connection.
- 41.** The Purchasers shall not deposit or permitted to deposit any rubbish good, article in the staircase or in the parking lot and any common part of the said building.
- 42.** The Purchasers shall not break or remove any walls of the Unit/ Flat area and shall not commit or permit to be committed any alteration or change any pipes, conducts, cables and other fixtures and fittings serving the said building.
- 43.** The purchaser shall have to pay proportionate share in Electric Supply meter consumption to the Developer through its partner for electricity used from common meter.
- 44.** Any notice required to be given by the OWNER and/or DEVELOPER shall without prejudice to any other mode or service valuable to be deemed to have been served on the purchaser if delivered by hand or sent by prepaid registered post to the Purchasers and shall likewise be deemed to have been served on the OWNER and/or DEVELOPER if delivered by hand or sent by prepaid registered post to the office of the DEVELOPER.



- 45.** The Party to the THIRD PART being the TRANSFEREES/PURCHASER will enjoy the right and privilege to obtain Loan from any Nationalize Bank or any other Financial Institution in order to obtain the said property as Assignee and in that connection the Party to the FIRST PART and SECOND PARTY will not be entitled to raise any objection on the contrary, he will have to co-operate with the Party to the THIRD PART
- 46.** The Developer herein may permit and/or grant rights to outside/third parties against payment of consideration charges to the Developer herein for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the roof/s of the Building/s and neither the Unit/Flat/Car parking Owners and occupiers nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.
- 47.** Any of the following is not intended to and shall not be transferred unto and in favour of the Purchaser/s herein and the Purchaser/s herein shall have no right, title and interest whatsoever in respect thereof:
- a) The roof of the Building at the Premises.
  - b) Common Portions (except the right of common use)
  - c) Open and covered spaces in the building and the premises not included in the common portions mentioned in the Fourth Schedule hereto.
  - d) Other Unit/Flat/s and Car parking spaces (Except the right to park medium sized car (s) on portion thereof) in the Building and/or the premise.
  - e) Right of further construction on any part of the land comprised in the premises or raising of any additional Floor / Storey / construction over the roof/s of the Building/s as under;
- 48.** In respect of the properties and rights which are not intended to be transferred to the Purchaser/s as aforesaid, the Owners herein and/or the Developer herein, whatever the case may be herein shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be tough fit and proper by them in their absolute discretion,

without any reference to the Purchaser/s herein. The Purchaser/s herein hereby consents to be created any obstruction or hindrance whatsoever regarding the same.

- 49.** Proportionate share of the Purchaser/s herein in respect of any matter referred to under this memorandum shall be such as may be determined by the Developer, and the Purchaser/s herein agrees and undertake to accept the same notwithstanding there being minor variations.
- 50.** As after the date of possession the Purchaser shall not raise any objection or claim regarding completion of the said unit of any nature whatsoever.
- 51.** The right of the Purchaser/s herein regarding the undivided share shall be variable depending on further/additional constructions, if any, made by the Owners herein and/or the Developer herein, whatever the case may be herein from time to time and the Purchaser/s hereby consents to the same. Any such variation shall not affect the agreed consideration and no claim can be raised regarding the same by the Purchaser/s herein.
- 52.** That excess car parking space which are not purchased by the flat purchasers along with the flat shall remain absolute possession/ property of the Developer and the DEVELOPER shall have the full right and authority to hold, sell to any outsider, or to convert for commercial purposes and deal with same in any manner as the DEVELOPER deem fit and proper to the said purpose.
- 53.** The Developer herein shall be entitled at all times to install, display and maintain its name and /or logo on the roofs, terrade, façade, compound wall or other areas in the Buildings or the premises by putting up hoardings, display signs, neon signs, M.S Letters, Vinyl & Sun Boards, lighted displays etc. without being required to pay any charges for the same and neither the Unit/Flat/Car parking. Owners and occupiers not the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

**54.** That excess car parking space which is not purchased by the purchasers shall remain the absolute property of the DEVELOPER and the DEVELOPER shall have full right and authority to hold, to sell to any outsider, or to convert for commercial purpose and deal with same in any manner as the DEVELOPER deem fit and proper to the said purpose.

**55.** The Purchasers shall pay GST under the provision of the Goods and Service Tax Act, 2017. If any payable before delivery of possession.

**NOTICE** : - Any notices to be served hereunder to the Purchasers on respect of possession of the Flat by Registered post or by email shall be deemed to have been served properly

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**THE PREMISES**

**(Description of the Land)**

ALL THAT piece and parcel of Bastu land situated at Dist. Purba Bardhaman, P.S. Bardhaman Sadar, J.L. No. 36, Mouza: Khaja Anwar Berh comprising in R.S. Plot No. 412 appertaining to R.S. Khatian No. 348 presently comprising in L.R. Plot No. 451 appertaining to L.R. Khatian No. 1164 class : Bastu measuring an Area of 1417 Sq Ft or 1.968 Cottahs or 3.247 Decimals and R.S. Plot No. 411 appertaining to R.S. Khatian No. 347 presently comprising in L.R. Plot No. 450 appertaining to L.R. Khatian No. 1164 class : Bastu measuring an Area of 2046 Sq. Ft. or 4.688 Decimals or 2.84 Cottahs , measuring a total area of : 3463 Sq Ft . or 7.936 Decimals or 4 Cottahs 12 Chattaks 43 Sq Ft ( more or less) situated within the limit of Burdwan Municipality bearing Holding No. 33 of Ward No. 17, Circle No. 17,of Berh West Para Mahalla, Burdwan

**(Total Area of the Land)**

Aforesaid total plot of land area measuring 4 (Four) Cottah 12 (Twelve) Chittacks and 43 (Forty Three) Square Feet more or less together with common right of easement road thereon, which is under Ward No: 17 of Burdwan Municipality. The aforesaid plot is butted and bounded by:-

ON THE NORTH: Municipal Metal Road  
 ON THE SOUTH: Property of Uttam Kundu  
 ON THE EAST: Property of Owner and Monoj Kundu  
 ON THE WEST: Municipal Metal Road

Revenue payable to the State of West Bengal through B.L & L.R.O.- II, Burdwan.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**'SAID FLAT / UNIT NO – \_\_\_\_\_ ( \_\_\_\_\_ BHK)'**

**ALL THAT** An Apartment No. \_\_\_\_\_ on \_\_\_\_\_ ( \_\_\_\_\_ )  
 Floor ( \_\_\_\_\_ Side) having \_\_\_\_\_ **(little more or less), \_\_\_\_\_ (little more or less) or described in the Second Schedule,**  
 comprised of \_\_\_\_\_ Bedrooms, \_\_\_\_\_ Kitchen, \_\_\_\_\_ Toilet, Living cum Dining and \_\_\_\_\_ Balcony/Verandah together with the proportionate share of land contained at and under the said premises and further together with the common areas, benefits, amenities, facilities and others there of the Building namely **GHAR AMORE** and upon the premises fully described in First Schedule above together with the benefit of common areas and facilities to in the Fourth Schedule herein.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**PAYMENT SCHEDULE**

**Flat Type.** \_\_\_\_\_ **BHK** **Flat No.** \_\_\_\_\_ **on** \_\_\_\_\_ **Floor.**

<b>Particulars</b>	<b>Total Consideration Amount (Rs.)</b>
Total Price of Apartment (Excluding GST)	_____ + Applicable GST

(In Words - \_\_\_\_\_)

<b>Particulars</b>	<b>Percentage of Consideration (%)</b>
Application / Booking Amount	10% of Total Consideration + applicable GST
On signing Agreement (Within 30 days from the date of Booking)	10% of Total Consideration + applicable GST
On Commencement of Excavation Work	10% of Total Consideration + applicable GST
On Completion of Plinth Level	15% of Total Consideration + applicable GST
On Completion of Ground Floor Roof Casting	15% of Total Consideration + applicable GST
On Completion of 1st Floor Roof Casting	10% of Total Consideration + applicable GST
On Completion of 2 <sup>nd</sup> Floor Roof Casting	10% of Total Consideration + applicable GST
On Completion of 3 <sup>rd</sup> Floor Roof Casting	10% of Total Consideration + applicable GST
On Completion of Flooring of the Said Apartment/ Unit	5% of Total Consideration + applicable GST
On Notice of Possession or Registration whichever is earlier.	5 % of Total Consideration + applicable GST

**\*\* Additional Payment:-** The Third Part Shall pay another Additional Payment of the GST, Maintenance Charges, Stamp Duty and Registration Fees, and Legal Fees to be paid before Registration/Taking Possession (whichever is earlier).

**\*\*\*In case of default for payment as per Third Schedule, the purchaser will be liable to pay to the OWNER cum VENDOR as delayed payment interest and compensation @ 24% per annum.**

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common Area)**

1. Entrance and Exits to the Premises and the Building.
2. Parking Lot, Driveway, Parking Way, Stair Cases,
3. Stair Case Landings,
4. Stair Head Room and Lobbies on all the floors of the New Building.
5. Passage for Entrance,
6. Pump (Deep Tube Well of adequate capacity to ensure round-the-clock),
7. Electric Meter & Electric Meter Space,
8. Electric/Utility room, Water Pump room, Generator Room (if any),
9. Septic Tanks,
10. Boundary Walls with Entrance Gate,
11. Overhead Water Tank (PVC),
12. Transformer and space (if any),
13. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
14. Lighting of the Common Portions.
15. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
16. Drainage and Sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
17. Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Common expenses)**

1. The expenses of maintaining repairing - decorating and renewing the main structure and in particular the draining system, sewerage system, rain water discharge arrangement, water, electricity supply system to all common areas, mentioned Schedule herein before.
2. The expenses of repairing, maintaining, white washing and color washing the main structure, outer walls, and common areas of the building.

3. The costs of cleaning and lighting the entrance of the building, the passages and spaces around the building lobby, staircase other common areas.
4. Salaries of all persons and other expenses for maintaining the said building.
5. Municipality taxes, water taxes, insurance premiums and taxes, and other taxes and outings whatsoever as may be applicable and /or payable on account of the said premises.
6. Such other expenses as May Be necessary for or incidental to maintenance and upkeep of the premises and common areas and amenities.

#### **(Specification of Construction)**

1. **BUILDING STRUCTURE:** - Reinforced Cement Concrete (R.C.C) Framed Structure
2. **MAIN WALLS & PARTITION WALLS:-** 200 MM/250 MM Thick/ Fly Ash Brick Work/Red Brick/AAC Block for Main Walls and 75 MM/ 100 MM / 125 MM Thick Cement brickwork for Flat Separating Wall and Partition Walls inside the respectively,
3. **FLOOR:-** Vitrified Floor Tiles for All rooms, Balcony / Verandah, Hall, Kitchen, Bath/Toilet.
4. **SKIRTING AND DADO:-** Cut Piece Tiles, the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet - Glazed Tiles will be used up to a height of 6 Ft. form Skirting).
5. **PLASTERING:-** Plastering to external walls will be of 20 MM. thick. Plastering to internal walls will be 15 MM thick and Ceiling will be 10 MM thick.
6. **WOODWORK AND JOINERY:-** 100 MM X 50 MM. Malaysian Sal Wood or equivalent section for Door frame, 32 mm. Thick solid core Flush door, Thickness of the shutter will be 32 mm. Main Door shutter will be made of quality Flush door.
7. **M.S GRILL WORKS :** - All windows will be aluminum framed with necessary hardware fittings. The grill-works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glass of the windows will be Ground Glass or Frosted Glass.
8. **FINISHING WORKS FOR GROUND FLOOR:-** The Parking areas will be finished with a neat cement finish.
9. **HARDWARE FITTINGS AND FIXTURES:-** All the hardware Fittings will be of aluminum. The internal doors will have all the necessary locking arrangements like tower bolts,

hatch bolts, doorknobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

10. **ELECTRICAL WORKS:-**All the electrical lines will be concealed with copper wires. with PVC conduit. Each flat will have the following electrical points. Each Bed Room - Two light points, One Plug point, One Fan Point. Living Room cum Dinning Space - Two light Points , Two Fan Point, One Plug Point, one Freeze point. Kitchen - One light Point, One Power Point, One Exhaust fan point. Exhaust Fan points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.
11. **WATER SUPPLY & DRAINAGE:-** One overhead water reservoir (PVC) will be provided the required capacity of a pump will be installed for storage of water in the overhead water reservoir.  
The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.
12. **TOILET FITTINGS & FIXTURES:-** Each toilet will be provided with one shower, and one European commode. Necessary taps will be provided in the toilets and the floor will be of Vitrified Tiles. One basin with a tap will be installed at the Toilet.
13. **KITCHEN SPACE:-** Each Kitchen space will be provided with one cooking platform finished with one steel sink with required water connections.
14. **OVER HEAD TANK:-** P.V.C.

**NOTE :** Any extra additional work done by the Developer, at the request of the Owner shall be charged extra at market rate and the Owner shall have to pay the cost of those extra additional works executed by the Developer additionally.



**IN WITNESSES WHEREOF**, the OWNERS cum VENDORS, the DEVELOPER and the PURCHASERS cum VENDEES and WITNESSES after knowing the purpose and meaning of this Deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind on \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

**Memo of Consideration**

The **FIRST PART** and The **SECOND PART** hereby doth admit and confirm about RECEIPT and RECEIVING of and from the within named **INTENDING PURCHASER/TRANSFEREE** the sum of \_\_\_\_\_ paid  
**Rs.** \_\_\_\_\_  
\_\_\_\_\_ ) in advance  
through                      Cheque                      Payment                      through  
\_\_\_\_\_  
\_\_\_\_\_ exclusive of other charges  
(Registration/Stamp Duty etc.); **Out of which, the advance consideration amount shall be considered to be \_\_\_\_\_**)  
shall be considered as the **“GST Amount”** out to the DEVELOPER through its partner as Advance Money and GST Amount respectively.

**WITNESSES:-**

1.

For  
Asit Kumar Kundu  
As Constituted Attorneys

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***OWNERS*** are represented by their constituent Power of Attorney Holder "***G S PROPERTIES***" represented by its Partners namely ***SMT SUTAPA GHAR and SRI SAYAN GHAR.***

2.

***"G S PROPERTIES"*** represented by its Partner  
(***DEVELOPER***)

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***SMT SUTAPA GHAR***  
(***Representative Partner***)

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***SRI SAYAN GHAR***  
(***Representative Partner***)

FOR G S PROPERTIES

*Sayan Ghar*  
PARTNER

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SIGNATURES OF THE PURCHASER cum VENDEE