

AGREEMENT FOR SALE

:: Om Gurubey Namah ::

Within P.S. Burdwan & Dist. Purba Barddhaman, within

Burdwan Municipality, Mouza- Burdwan

Super Built-Up area of Flat - Sq. Ft

&

Covered Parking Space - Sq. Ft

Agreed Sale Value: Rs./- (Rupees Only)

**THIS AGREEMENT FOR SALE IS MADE ON THISTH DAY OF OF
20..... (TWO THOUSAND) AT BURDWAN**

Between

- 1. MR. TAPAN KUMAR PAL**, Son of Late Gokul Chandra Pal, by faith- Hindu, by occupation- Business, by Nationality – Indian, residing at Shyamlal, P. O.- Rajbati, P.S – Burdwan, District – Purba Burdwan, West Bengal, Pin - 713104, **PAN. AEJPP2599A**;
- 2. MR. GOPAL CHANDRA DEY**, Son of Late Umapati Dey, by faith- Hindu, by occupation- Business, by Nationality – Indian, residing at B.C. Road, Barabazar, P. O.- Rajbati, P.S – Burdwan, District – Purba Burdwan, West Bengal, Pin -713104, **PAN. ADJPD4330J**;
- 3. MRS. SARADA DASHARATH BHARTE**, Wife of Late Dasrath Sopan Bharte, by faith- Hindu, by occupation- Housewife, by Nationality – Indian at present residing at B.C. Road, Barabazar, P. O.- Rajbati, P.S – Burdwan, District – Purba Burdwan, West Bengal, Pin -713104, **PAN. AIHPB5499D**;
and
- 4. MR. KIRAN DASRATH BHARATE**, Son of Late Dasrath Sopan Bharate, by faith- Hindu, by occupation- Business, by Nationality – Indian at present residing at B.C. Road, Barabazar, P. O.- Rajbati, P.S – Burdwan, District – Purba Burdwan, West Bengal, Pin -713104, **PAN. AMIPB7625E**; herein after together jointly and severally called and referred as the **OWNERS cum VENDORS** (which express on shall unless excluded their and each of their respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**. all being represented by their constituent Power of Attorney Holder and Authorized Person through and by virtue of Registered Development Agreement cum Development Power of Attorney Deed being *Deed No. I-09891 for 2018, incorporated in*

Book No. I, Volume No. 0203-2019, Page Nos. 6799 to 6908, registered in the Office of the ADSR, Burdwan; namely “SUBHAM CONSTRUCTION” (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 103, Mithapukur Road, P. O.- Rajbati, P.S – Burdwan, District – Purba Burdwan, West Bengal, Pin -713104, PAN. ACZFS4683G, represented by its All Representative Partner namely A) SRI UMA SANKAR KESH, S/o Late Biswanath Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of Joramandir, P.O. Burdwan, P.S. Burdwan & Dist. Purba Burdwan, Pin - 713101; PAN. AKIPK2379J; B) SRI SUSHOBHAN KESH, S/o Sri Asok Kumar Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of By Pass, Tejganj More, P.S. Burdwan & Dist. Purba Burdwan, Pin - 713102; PAN. BRXPK8152L; C) SRI BISWAJIT DAS, S/o Late Bibhutibhusan Das, by Nationality Indian, by faith Hindu, by occupation Business, resident of Golapbag More, P.O. Rajbati, P.S. Burdwan & Dist. Purba Burdwan, Pin - 713104; PAN. BSNPD3623C; and D) SRI SRIKANTA DAS, S/o Late Sukumar Chandra Das, by Nationality Indian, by faith Hindu, by occupation Business, resident of 4 No Ichlabad, P.O. Sripally, P.S. Burdwan & Dist. Purba Burdwan, Pin - 713103; PAN. AZKPD9095R;

AND

“SUBHAM CONSTRUCTION” (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 103, Mithapukur Road, P. O.- Rajbati, P.S – Burdwan, District – Purba Burdwan, West Bengal, Pin -713104, PAN. ACZFS4683G, represented by its All Representative Partner namely

- A. **SRI UMA SANKAR KESH**, S/o Late Biswanath Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of Joramandir, P.O. Burdwan, P.S. Burdwan & Dist. Purba Burdwan, Pin - 713101; **PAN. AKIPK2379J**;
- B. **SRI SUSHOBHAN KESH**, S/o Sri Asok Kumar Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of By Pass, Tejganj More, P.S. Burdwan & Dist. Purba Burdwan, Pin - 713102; **PAN. BRXPK8152L**;
- C. **SRI BISWAJIT DAS**, S/o Late Bibhutibhusan Das, by Nationality Indian, by faith Hindu, by occupation Business, resident of Golapbag More, P.O. Rajbati, P.S. Burdwan & Dist. Purba Burdwan, Pin - 713104; **PAN. BSNPD3623C**; and
- D. **SRI SRIKANTA DAS**, S/o Late Sukumar Chandra Das, by Nationality Indian, by faith Hindu, by occupation Business, resident of 4 No Ichlabad, P.O. Sripally, P.S. Burdwan & Dist. Purba Burdwan, Pin - 713103; **PAN. AZKPD9095R**; herein after called the **DEVELOPER** cum **CONFIRMING PARTY** (which express on shall unless excluded his/her/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**:

AND

SRI, Son of, by faith Hindu, by Nationality Indian, resident of, P.O., Dist. Purba Barddhaman, Pin-.....; **PAN** ; and

SMT, Wife of, by faith Hindu, by Nationality Indian, resident of, P.O., Dist. Purba Barddhaman, Pin-.....; **PAN** ; hereinafter called and referred as the **PURCHASERS** cum **VENDEES** (which express and shall include unless

excluded his/her/their and his/her/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **THIRD PART**.

WHEREAS: the OWNERS together are the sole and absolute owners in respect of the Schedule mentioned Land and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever morefully described in the **Schedule** hereinafter written (hereinafter referred to as the "**SAID PROPERTY**").

AND WHEREAS, the **First Schedule** mentioned Plot Numbers which are previously comprising in R.S. Khatian No. 5359 R.S. Plot No. 7261 and presently appertaining L.R. Khatian No. 16614, 16615, 20237 and 20238 comprising in L.R. Plot No. 8281 of "Bastu" Class of Land along with Building thereon under the Burdwan Mouza, J.L. No. 30, total measuring 10.6 Decimals situated within the jurisdiction of Burdwan Municipality appertaining to present Holding No. 28 under Ward No. 29 of B. C. Road Mahalla under the jurisdiction of P.S. Bardhaman, Dist. Purba Bardhaman within Sub-Registry Office at Burdwan was previously belonged to Sir Uday Chand Mahatab. While being the absolute owner and possessor of the land, Sir Uday Chand Mahatab, on 22/11/1957 sold the said property by virtue of a Registered Deed of Sale being Deed No. I-6996 for 1957 in favour of one Jyotilal Mukherjee and from then on the said Sir Uday Chand Mahatab relinquished his entire right, title and interest in respect of the said property in favour of the said Jyotilal Mukherjee absolutely and the said Jyotilal Mukherjee from then on became absolute owner and possessor in respect of the land the building constructed thereon.

AND WHEREAS while being the absolute owner and possessor in respect of the property as mentioned in the First Schedule hereunder, the said Jyotilal Mukherjee initiated to give the property in tenancy to the desiring tenants and in lieu of such tenancy also started to collect the rents from the said tenants. Subsequently the said Jyotilal Mukherjee sold the said property inclusive of the ownership and the tenants inclusive of the right to collect the rent with right of atonement in favour of Smt. Suvra Agnihotry and Sri Shyamal Kumar Agnihotry by virtue of a Registered Deed of Sale being Deed No. I-703 for 1971 and from then on the said Smt. Suvra Agnihotry and Sri Shyamal Kumar Agnihotry became the owners of the property and the landlords of the existing tenants with the absolute and sole right and authority to collect the rents from the tenants of the property. Subsequently the said Smt. Suvra Agnihotry and Sri Shyamal Kumar Agnihotry rented out portions of the Premises to Abhijit Bhattacharya and one Sk Ainul and one Sitaram Banerjee at the tune of fixed and agreed rent.

AND WHEREAS the said Smt. Suvra Agnihotry and Sri Shyamal Kumar Agnihotry sold the said property inclusive of the ownership and the tenants inclusive of the right to collect the rent with right of atonement in favour of Tapan Kuma Pal, Gopal Chandra Dey and Dasharath Sopan Bharte by virtue of a Registered Deed of Sale being Deed No. I-4275 for 2005 registered in the Office of the ADSR, Burdwan and from then on the said Tapan Kuma Pal, Gopal Chandra Dey and Dasharath Sopan Bharte became the owners of the property and the landlords of the existing tenants with the absolute and sole right and authority to collect the rents from the tenants of the property.

AND WHEREAS the present OWNER No. 1 and 2 namely Tapan Kuma Pal and Gopal Chandra Dey and the erstwhile owner cum predecessor of the present OWNER No. 3 and 4 namely Dasharath Sopan Bharte since their time

of purchase, became absolute owner & possessor of the scheduled property & got his name recorded in the L.R. record of rights & mutated their names in the office of the Burdwan Municipality & are paying and revenues and taxes of the scheduled property accordingly and accordingly started the process to discharge their legal obligations of payment of Govt. rents etc. in the name on appropriate receipt thereof and thereby have acquired absolute title in the said property to which they are entitled.

AND WHEREAS the aforesaid Dasharath Sopan Bharte died intestate on 26/06/2018 at Global Hospital, Mumbai leaving behind his widow namely Mrs. Sarada Dasharath Bharte, Wife of Late Dashrath Sopan Bharte, by faith-Hindu, by occupation- Housewife, by Nationality – Indian at present residing at B.C. Road, Barabazar, P. O.- Rajbati, P.S – Burdwan, District – Purba Burdwan, West Bengal, Pin -713104 and his son namely Mr. Kiran Dashrath Bharate, Son of Late Dasrath Sopan Bharte, by faith- Hindu, by occupation- Business, by Nationality – Indian at present residing at B.C. Road, Barabazar, P.O.- Rajbati, P.S. – Burdwan, District – Purba Burdwan, West Bengal, Pin - 713104 as his legal heirs and successors as the provisions of the Hindu Succession Act, 1956 and as the legal heirs and successors the said Mrs. Sarada Dasharath Bharte and Mr. Kiran Dasharath Bharate equally inherited 50% i.e., Half Share each individually in respect of the entire property left by the said Late Dasrath Sopan Bharte and together they became the rightful owners of the properties of the said Late Dasrath Sopan Bharte. Subsequently they mutated their names in L.R. Khatian Nos. 20237 and 20238 in respect of the First Schedule mentioned L.R. Plot Number appertaining to the First Schedule mentioned property and has been paying the rent against their shares and also mutated their names in the Burdwan Municipality Records and started to pay tax against their shares.

AND WHEREAS during this time among the subsisting tenants Abhijit Bhattacharya surrendered his tenancy right to the landlords by virtue of a Deed of Surrender of tenancy and terminated the tenancy of the premises which he has taken in his part and from the date of the said surrender the landlords got back their premises in their exclusive possession without any interruption of any person. Subsequently the landlords initiated the eviction suit for eviction of the tenant from the tenanted property against the said Sk Ainul and the said suit was decreed and subsequently the decree was executed by the Hon'ble Court and the by the said execution by the Hon'ble Court the landlords got back their premises in their exclusive possession without any interruption of any person. Afterwards during subsistence of the tenancy the said Sitaram Banerjee died intestate and in his place Smt. Shefali Banerjee being his widow, Sri Suprobhat Banerjee being his son and Sri Sumojit Banerjee being his another son became his legal heirs and successors as per the provisions of the Hindu Succession Act, 1956 and as the successors, they became the tenants in respect of the tenanted premises and while enjoying the tenancy, they faced inconveniences from their part and found other suitable accommodation of their own and they surrendered their tenancy right to the landlords by virtue of a Deed of Surrender of tenancy and terminated the tenancy of the premises which they have obtained in their part and from the date of the said surrender the landlords got back their premises in their exclusive possession without any interruption of any person.

AND WHEREAS since all the tenants vacated the entire premises as mentioned in the FIRST SCHEDULE below, the owners as the landlords finally got back their exclusive possession in respect of the entire FIRST SCHEDULE mentioned property and for such the OWNERS have acquired a

good title over the **First Schedule** mentioned property without any interference or intervention of any or by any other person.

AND WHEREAS there was a large portion of vacant land with huge structure thereon being the First Schedule mentioned Property which was not maintained and which was more specifically described below and due to the passage of time the existing structure became old and dilapidated and the entire property being the First Schedule mentioned property is being depreciated and damaged due to non-maintenance 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 the **OWNERS** in order to construct of Residential building comprised of Multiple Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the First Schedule below, initiated to execute their plan and vision into reality and approached before the Municipality of Burdwan and submitted their scheme before the concerned authority in order to construct the aforesaid multistoried building in specified demarcated and properly delineated landed property measuring 4498.85 Sq. Ft. (A Little More or Less) with structure thereon out of the aforesaid total Land Area of 10.6 Decimals (A Little More or Less) and in that regard the **OWNERS** got their proposed plan sanction and obtained Municipal Plan being Memo No. 495/E/VII-4

dated 15/09/2018 along with the Map of Plan bearing Regd. (Encl.) No. 1196 dated 12/09/2018 with the permission to construct one Ground (G) Plus (+) Six (6) Storied Residential Building consisting of several Flats and Parking Spaces. Subsequently, after obtaining the said Plan the OWNERS tried to raise the construction over the said Landed Property as specifically detailed in the Schedule herein under and they intended to initiate the process of demolition of the existing structure in order to make the said Land vacant and subsequently demolished the entire structure but the OWNERS afterwards found that the process of demolition has drained huge amount of money from their pockets and for such after completion of the entire demolition they stopped the process of development instantly and realized that the OWNERS neither have the capacity nor have the ability both financially and technically and also nor have any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with residential building cum housing complex by erecting multistoried residential building/buildings along with residential building cum housing complex thereon inclusive of Flats and Car Parking Spaces.

AND WHEREAS the **DEVELOPER** is itself is a highly reputed 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 said Offer and decided to raise construction as per the sanctioned plan as mentioned hereinabove and subsequently in that regard the Owners and the Developer executed and registered one Development Agreement cum

Power of Attorney being Deed No. I-09891 for 2018, incorporated in Book No. I, Volume No. 0203-2019, Page Nos. 6799 to 6908, registered in the Office of the ADSR, Burdwan and since then the Developer obtained the possession in respect of the said FIRST SCHEDULE mentioned property and initiated to raise construction in the said property as per the aforesaid Municipal Sanctioned Plan and in pursuance of the said Agreement the Developer started to raise and construct multistoried building comprised of Residential flats / units/ parking space on the basis of sanctioned building plan and by its own power would carry out the process of transfer to intending purchaser 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 All partners as well as the Power of Attorney Holders for and on behalf of the OWNERS and upon receipt of such payment from the intending purchaser the DEVELOPER through its all partners, shall select or/and elect the intending purchaser 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 purchaser to the DEVELOPER through its all partners 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 both of its All partners.

AND WHEREAS the aforesaid DEVELOPER through its partners are in process of making construction of the proposed multistoried building comprising several Residential Flats/Units and Car Parking Spaces whom the DEVELOPER through its all partners would procure on its own and such intending purchaser shall pay consideration money to the DEVELOPER through its all partners for the Residential Flats/Units and Car Parking Spaces, as well as undivided proportionate and impartible share of the land out of the land described in the schedule hereunder written and after completion of after construction work, the said multistoried Residential Building which will be known as **SOUMYA APARTMENT**, as per the sanctioned plan from Burdwan Municipality and whereas the Super Built Up Area of every Flat means super built-up area is the built up area plus proportionate area of common areas such as the lobby, lifts shaft, stairs, etc. The plinth area along with a share of all common areas proportionately divided amongst all unit owners makes up the Covered Area.

AND WHEREAS the **PURCHASERS**, being the party of the THIRD PART decided to purchase one flat being the **Flat No.**, on the **Floor**, towards & Side portion measuring Covered Area of **Sq. Ft.** (Super Built Up Area of **Sq. Ft.**) and one Covered Car/Bike Parking Space measuring **Sq. Ft.** agree to purchase the said flat together with undivided proportionate share in land and common benefits at or for total consideration of **Rs./- (Rupees Only) + GST.**

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

1. The purchaser confirm to have inspected and examined the title in respect of the land she 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. The purchaser have also inspected the various Agreements, power of attorney herein before referred and the building plan be sanctified by the Burdwan Municipality and also satisfied and convinced with the right of the DEVELOPER through its all partners to enter into this agreement.
3. The OWNER and DEVELOPER through its all partners agree sell and transfer to cause to be sold and transferred in favour of the purchaser and the purchaser hereby agrees to purchase ALL THAT the said flat with the undivided share or interest in the said land referred in the SECOND SCHEDULE hereunder written.
4. The OWNER through the DEVELOPER through its all partners does hereby agree and undertake to execute or cause to be executed the deed of conveyance in favour of the purchaser of the said flat together with undivided proportionate share in land.
5. The flat shall be completed as per specification and standard materials within 36 months from the date of agreement subject to the delay due to circumstances control of the DEVELOPER through its all partners being FORCE MAJEURE.
6. The except especially provided herein, the terms and condition of all the resolutions adopted by the DEVELOPER through its all partners shall be binding on the purchaser herein so far as may be applicable.
7. That the purchaser 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 all partners all cost and damages so suffered by the DEVELOPER through its all partners.

8. The purchaser 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 all partners during the construction period.
9. In Consideration of the DEVELOPER through its all partners having agreed to sell the said flat, the purchaser shall pay to the DEVELOPER through its all partners a total sum of **Rs./- (Rupees Only) + GST.**
10. That at the time of Booking of this Flat and Parking Space the Purchaser has paid **Rs./- (Rupees Only)** in advance through Cheque Payments through both dated of the **Bank** to the DEVELOPER through its all partners as advance money i.e., till now the PURCHASER have paid total **Rs./- (Rupees Only)** to the DEVELOPER through its all partners as advance money to the DEVELOPER through its all partners as advance money and balance of the purchase money shall be paid in the manner specified in 3rd Schedule.
11. Time for payment is the essential of the contract and the purchaser hereby agrees not to withhold payment for any reason whatsoever or howsoever.
12. The purchaser shall make all payments directly to the DEVELOPER through its all partners against acknowledgement receipt.
13. All the amounts which shall become due and payable to the DEVELOPER through its all partners by the purchaser hereunder shall remain charge on the purchaser's entire right, title and interest in the said flat.

- 14.** If the purchaser fails 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 all partners shall have lawful right to cancel this agreement without any further notice to the purchaser as this agreements serves sufficient notice in advance and after such cancellation the developer shall have full right and authority to sell the said flat to any other person without any reference to the purchaser and DEVELOPER through its all partners shall refund the paid up money after deduction of 20% thereof.
- 15.** If the purchaser at any time want to withdraw or cancel the booking, the money so deposited or paid by the purchaser will be refunded without interest, but after deduction of 20% of paid up money as and by way of liquidated damaged and documentation charge and the refund shall be made immediately after sale of the herein subject flat.
- 16.** Nothing contained herein shall be construed a present, demise or transfer by the OWNER and/or DEVELOPER through its all partners in favour of the purchaser 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 all partners as specified in 3rd Schedule.
- 17.** The DEVELOPER through its all partners shall construct the said building with standard materials and as per annexed specification.

- 18.** Until the completion of the said flat and/or other flats in the said building the DEVELOPER through its all partners shall remain in the exclusive possession and the purchaser shall not in any way disturb or cause to be disturbed the peaceful and quite possession of the DEVELOPER through its all partners and shall not obstruct or restrict the right of the OWNER and/or DEVELOPER through its all partners to use the men and materials every passage of the building for such purpose as the OWNER and/or DEVELOPER through its all partners in its discretion deem fit and proper.
- 19.** The DEVELOPER through its all partners shall give notice to the purchaser for taking delivery of possession of the flat and within 15 days from the date of such notice the purchaser shall take up over possession of the said flat upon payment of full consideration money and other dues if any payable by the purchaser to the DEVELOPER through its all partners under this Agreement. If the DEVELOPER through its all partners fails to hand over the possession of the flat on the due date stated aforesaid in spite of purchaser having paid the full consideration punctually on the fixed specified dated in such event the purchaser shall have right to claim and demand penal interest from the DEVELOPER through its all partners @ Rs. 24% per annum or 2% per month 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 all partners.
- 20.** The purchaser also agrees to pay to the DEVELOPER through its all partners in addition to the consideration herein above all charges and costs for any extra work or additional facility other than specification mention herein, provided for in the said flat under instruction of the purchaser and the said payment shall be made in advance.

- 21.** The purchaser 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 all partners /Transferees of all the flats in the said building is formed.
- 22.** The purchaser shall pay of the legal charges and statutory dues for the purpose of registration of the said flat with undivided proportionate share of land and only the Advocate of the DEVELOPER Firm will have sole authority and power to draft the Deeds including the Sale Deed and the Purchaser 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 will be 1% of the total Consideration Amount of the Flat which is to be paid by the Purchaser only.
- 23.** So long as such 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 all partners on the basis of the area of such flat in the said building.
- 24.** The purchaser shall have no claim in any other part or portion of the building of the building save and except the said flat hereby agreed to be acquired by him. It may be strictly mentioned here, that the Purchaser have no right claim/or interest over the property which lying vacant as the left out portion as per Municipal Sanctioned Plan.

25. The purchaser shall not store in the said residential flat or elsewhere in the building any hazards or combustible natures of article or thing or which are too heavy to affect the construction of the said building.
26. The purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the DEVELOPER through its all partners or in a manner as near as may be in which it has previously decorated.
27. The purchaser shall use the said flat only for the purpose of residence.
28. The purchaser shall pay an amount of Rs. 1,00,000/- (Rupees One Lakh Only) towards cost of installation of Transformer and Generator and the cost of installation of main meter of the building and the said amount is not included within the consideration money.
29. The purchaser shall pay separate amount to get the individual electric meter in his flat shall also pay security deposit to the WBSEDCL for installation of the said Electric Meter in his own name.
30. The purchaser shall have to pay proportionate share in electric supply meter consumption to the DEVELOPER through its all partners for electricity used from common meter.
31. One-time development and infrastructure and other and further expenses will be borne by the purchaser payable to the Association as fixed by the association.
32. The purchaser shall not deposit or permitted to deposit any rubbish good, article in the staircase or in any common part of the said building.
33. The purchaser shall not break or remove any walls of the flat and shall not open any new windows or door without sanction of Burdwan Municipality 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 of the said flat.

34. The purchaser shall be a member of the Association or Organization of the owners to be formed after completion of sale of all the flats 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.
35. That after payment to full consideration money and other specified charges, the DEVELOPER through its all partners shall deliver the possession of the said flat within 36 Months from the date of execution of this Agreement and shall execute and register Deed of Conveyance in favour of the purchaser.
36. All documents, deed or conveyance as shall be drafted and prepared and registered by the DEVELOPER's Advocate, and none other else and the purchaser hereby agreed to accept the same without raising any objection thereto in future and the purchaser also agrees to pay the professional fees of the advocate being 1% of the sale proceed amount and charges and all registration cost, stamp duty and expenses.
37. 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 purchaser 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.
38. 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 purchaser 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 is specifically set forth herein.

39. After signing of this agreement if subsequently it is found that the papers and documents as supplied by the transferor to the transferee are not correct or duly valid, the agreement as made hereto between the parties would stand cancelled at zero financial loss and/or liability of the transferee and the transferee would be entitled to get full refund of paid up money.
40. The Party to the THIRD PART being the TRANSFEREE will enjoy the right and privilege to obtain Loan from any Nationalized 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
41. All disputes and differences 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 of 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.
42. That excess car parking space which are not purchased by the flat purchaser along with the flat shall remain 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.

43. The purchaser shall pay GST under the provision of Good and Service Tax Act. If any payable before delivery of possession.
44. Purchaser shall have to bear one-year maintenance charges per month which purchaser must pay as an advance to the company.
45. 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.

THE FIRST SCHEDULE ABOVE REFERRED TO

THE PREMISES

ALL THAT PIECE AND PARCEL OF THE LAND appertaining to previously appertaining in R.S. Khatian No. 5359 to comprising in R.S. Plot No. 7261 and presently appertaining L.R. Khatian Nos. 16614, 16615, 20237 and 20238 comprising in L.R. Plot No. 8281 of "Bastu" Class of Land along with Building thereon under the Burdwan Mouza, J.L. No. 30, total measuring 10.6 Decimals situated within the jurisdiction of Burdwan Municipality of Ward No. 29 appertaining to Present Holding No. 28 of B. C. Road Mahalla under the jurisdiction of P.S. Bardhaman, Dist. Purba Bardhaman within Sub-Registry Office at Burdwan out of the said total area of Land given for development is measuring 4498.85 Sq. Ft. (a little more or less) which is demarcated and

specifically portrayed in the Burdwan Municipality Sanctioned Plan i.e., the **TOTAL AREA OF LAND GIVEN FOR DEVELOPMENT AS PER THIS AGREEMENT** is measuring **10.31 Decimals (A Little More or Less) i.e., 0.1031 Acres (A Little More or Less) i.e., 4498.85 Sq. Ft. (A Little More or Less)** which is demarcated and properly delineated and approved in the Sanctioned Plan of the Burdwan Municipality being Municipal Plan Memo No. 495/E/VII-4 dated 15/09/2018 along with the Map of Plan bearing Regd. (Enclo.) No. 1196 dated 12/09/2018 with the permission to construct one Ground (G) Plus (+) Six (6) Storied Residential Building to be comprised with Residential Flats and Parking Spaces.

AND THE SAID PREMISES IS BUTTED AND BOUNDED BY,

On the North: *Two Storied Building of Mr. Dilip Chandra;*

On the South: *B.C. Road (38 Ft. to 46.5 Ft. Wide);*

On the East: *Two Storied Building of Ramji and Premji,*

On the West: *B.T. Lane.*

THE SECOND SCHEDULE ABOVE REFERRED TO

PART- I

SAID FLAT

ALL THAT PIECE AND PARCEL OF ONE RESIDENTIAL FLAT being **Flat No.**, on the **Floor**, towards & Side portion measuring covered area **Sq. Ft.** (super built up area Sq. Ft.) more or less together with undivided proportionate share in land including and at the premises fully described in First schedule above together with benefit of common areas and facilities referred to in the Fourth Schedule herein.

THE FLAT IS BUTTED AND BOUNDED BY :-

ON THE NORTH :-

ON THE SOUTH :-

ON THE EAST :-

ON THE WEST :-

PART- II

SAID PARKING SPACE

ALL THAT PIECE AND PARCEL of One Covered cum (.....)
Wheeler Parking Space measuring an area of **Sq. Ft.** in the Ground
Floor of the said Residential Flat Building.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART-I

Specified dates for making payments :-

Consideration for the Undivided share and for construction and completion of the aforesaid Unit/Flat against the Super Built-Up Area along with one open parking space, amounting total **AGREED CONSIDERATION Rs.** **/- (Rupees Only)** Plus GST, excluding additional charges and other payable charges as stated above by the purchaser.

PART-II

PAYMENT SCHEDULE

**** 1ST PAYMENT :-** At the Time of Booking of the Flat the Purchaser have paid **Rs.** **/- (Rupees Only)** in advance through Cheque Payment through **Cheques** dated of the **Bank** to the DEVELOPER through its all partners as advance money.

**** 2ND PAYMENT :-** At the Time of Agreement of the Unit(s) the Purchaser paid **Rs.** **/- (Rupees**

..... **Only**) i.e. 20% of the Total Amount advance through Cheque Payment through **Cheque** dated of the **Bank** to the DEVELOPER through its all partners as advance money.

**** 3RD PAYMENT: -** 20% of the Total Amount Plus GST after the execution of the Agreement adjusting the Booking amount adjusting the deposited amount.

**** 4TH PAYMENT: -** 20% of the Total Amount Plus GST of the total amount after casting of roof slab of the unit.

**** 5TH PAYMENT: -** 10% of the Total Amount Plus GST of the total amount after completion of Brick work of the unit.

**** 6TH PAYMENT: -** 10% of the Total Amount Plus GST of the total amount after completion of inside Plastering work of the unit.

**** 7TH PAYMENT: -** 5% of the Total Amount Plus GST of the total amount after completion of Tiles work of the Unit.

**** 8TH PAYMENT: -** 5% of the Total Amount Plus GST of the total amount after completion of Wooden Fittings and Door and Window Frame work and also Grill Work of the Unit.

**** Full & Final Payment: -** At the time of registration or Possession of the said unit, whichever is earlier.

***In case of default for payment as per Third Schedule Part-II, the purchaser will be liable to pay to the DEVELOPER as delay 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 named and styled as **“SOUMYA APARTMENT”**.
2. Stair Head Room and Lobbies on all the floor of the New Building named and styled as **“SOUMYA APARTMENT”**.
3. Entrance and Exits to the Premises.
4. Stair Cases,
5. Stair Case Landings,
6. Stair Head Room and Lobbies on all the floors of the New Building.
7. Passage for Entrance,
8. Passage in between different blocks,
9. Pump (Deep Tube Well/Submersible Pump of adequate capacity to ensure round the clock),
10. Electric Meter & Electric Meter Space,
11. Common Room,
12. Electric/Utility room, Water Pump room, Generator Room (if any),
Septic Tanks,
13. Boundary Walls with Entrance Gate,
14. Underground water reservoirs (if any),
15. Cemented Overhead Water Tank,
16. Transformer, Generator (if any) and space (if any),

17. Lift/s,
18. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
19. Lighting of the Common Portions.
20. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
21. 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).
22. 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-Owner

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, while washing and colour 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 premium and taxes and other taxes and outing 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 up keeping the premises and common areas and amenities.

(SPECIFICATION)

BUILDING STRUCTURE:- Reinforced Cement Concrete (1:2:4)
Framework,

MAIN WALLS & PARTITION WALLS:- 200 MM/250 MM Thick Cement
Brick Work for Main Walls and 125 MM Thick
and 75 MM Thick Cement brickwork (1:4) for
Flat Separating Wall and Partition Walls inside
the respectively,

FLOOR:- Vitrified Floor Tiles (Glossy/Polished or Matt
Finish as per the wish and demand of the
Owners and also Flat Purchasers for All room,
Verandah/Balcony, Hall, Kitchen and Anti-Skid
Tiles in Bathroom/Toilet.

SKIRTING AND DADO:- Cut Piece Marble, the height not to be
exceeded 150 MM High and the Dado Not
Exceeding 200 MM High (For Toilet Glazed
Titles will be used up to a height of 6 Ft. form
Skirting).

PLASTERING:- Plastering to external walls will be of 20 MM.
thick in 1:5 Cement, Sand and Mortar.
Plastering to internal walls will be 15 MM thick
in 1:6 Cement, Sand and Mortar and Ceiling

will be 10 MM thick in 1:4 Cement, Sand and Mortar.

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 for the OWNERS will be made of quality Flush door.

M. S. GRILL WORKS:- All windows will be aluminium 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 Glasses of the windows will be Ground Glass or Frosted Glass.

PAINTING:- All the internal wall surfaces and the ceiling will be finished with Plaster of parish or Putty. The external wall surfaces will be finished with snow-cem or equivalent cement based paint of weather guard in nature. All the wooden surfaces and the steel surfaces will be finished with enamel paint after necessary priming coat

FINISHING WORKS FOR GROUND FLOOR:- The Parking areas will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES:- All the hardware Fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs 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.

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, One AC Point (in Master Bedroom).

Living Room cum Dinning Space Three Light Points Two Fan Point, One Plug Point, one Freeze point.

Kitchen One Light Point, Three Power Plug Point, One Exhaust fan point.

Exhaust Fan Points will be provided in each toilet (as per the additional cost and as per the wish of the Purchasers), Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.

WATER SUPPLY & DRAINAGE:- One overhead water reservoir will be provided the required capacity of 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.

TOILET FITTINGS & FIXTURES:- Each toilet will be provided with one shower, one Anglo Indian/European commode. Necessary taps will be provided in the toilets and the floor will be of Vitrified Marble (Matt Finish). One Basin with tap will be installed at Dining Hall.

KITCHEN SPACE:- Each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANK:- Cemented Tank.

ADDITIONAL WORK:- Any extra additional work done by the Developer, at the request of the OWNERS and PURCHASERS of Flats shall be charged extra at market rate and the OWNERS and PURCHASERS of Flats shall have to pay cost of those extra additional works executed by the Developer additionally.

IN WITNESSES WHEREOF, the OWNER cum VENDOR, 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 another tongue and after satisfaction put their signatures in good health and open mind onth, **20**.....

Memo of Consideration

The **SECOND PART** hereby doth admit and confirm about RECEIPT and RECEIVING of and from the within named **INTENDING PURCHASER/TRANSFERREE** who paid the sum of **Rs. /- (Rupees Only)** in advance through Cheque Payment through **Cheques**

dated of the **Bank** out of agreed and settled consideration amount of the Flat & Parking Space being **Rs.** /- (**Rupees** **Only**) including additional charges of transformer, generator and other payable charges but excluding GST (if any payable).

WITNESSES:-

1.

.....
**SEAL & SIGNATURES OF THE OWNERS/
SELLERS/VENDORS**

2.

.....
**SEAL & SIGNATURES OF THE DEVELOPER
cum CONFIRMING PARTY**

.....
**SIGNATURES OF THE INTENDING
PURCHASERS cum INTENDING VENDEES**

Drafted by me & typed in my Office

Rajdeep Goswami
Advocate
Burdwan Dist. Judges Court