

**DEED OF SALE AGREEMENT**

THIS DEED OF SALE AGREEMENT made on this the \_\_\_\_<sup>th</sup> Day  
of \_\_\_\_\_ ' 2019 (Two thousand Nineteen) Era

**BETWEEN**

**MR. GOUTAM SEN**, son of Late Paresh Nath Sen, having Pan No. **BEGPS9317P**, by faith Hindu, by nationality Indian, by Occupation Retired person, presently residing at 39/22, S.M.P. Sarani, P.O. Barrackpore, P.S. Titagarh, District North 24 Parganas, Kolkata : 700120, represent by constitute General Power Attorney Holder namely :- **MR. KAJAL SAMADDAR**, son of Late Rakhil Samaddar, having **PAN NO:- BAXPS0417D**, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, Barrackpore, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122, sole proprietor of :- **“M/S. KAJAL SAMADDAR”** , having its principal place of business at 3(2) Subhas Nagar 6<sup>th</sup> Lane, Barrackpore, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122,, in the State of West Bengal hereinafter collectively referred to as the **VENDOR** (which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, successors and assigns) **OF THE FIRST PART.**

**AND**

**“M/S. KAJAL SAMADDAR”** , having its principal place of business at 3(2) Subhas Nagar Colony 6<sup>th</sup> Lane, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North24Parganas, Kolkata – 700122, being represented by its sole proprietor : **MR. KAJAL SAMADDAR**, son of Late Rakhil Samaddar, having **PAN BAXPS0417D**, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at 51, Schoolpara Road, Jafarpur, West ChalBazar, P.O. Nona-Chandanpukur, P.S.Titagarh,

Dist:North24Parganas, Kolkata–700122, hereinafter referred to as the **DEVELOPER** (which terms or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed for mean and include the said business and their representatives heirs, executors , administrators, assigns and/or nominees) of the **SECOND PART.**

AND

**Mr.** \_\_\_\_\_, son of \_\_\_\_\_, by Faith Hindu, by Nationality Indian, by Occupation \_\_\_\_\_, having PAN No. \_\_\_\_\_ residing at \_\_\_\_\_, in the state of West Bengal Hereinafter called **THE PURCHASER** (which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, successors and assigns) **OF THE THIRD PART.**

1. **DEFINITION** : Unless in this presents contrary or repugnant to the subject or context:-

A. **VENDORS:** - shall include the Vendors above named and/or their legal heirs, representatives, executors, administrators, successors and assigns.

B. **PURCHASERS:-** shall mean and include his/her/their legal heirs, representatives, executors, administrators, successors and assigns.

C. **DEVELOPER:-** shall mean “**M/S. KAJAL SAMADDAR**”, having its principal place of business at 3(2) Subhas Nagar 6<sup>th</sup> Lane, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122 being represented by its proprietor namely - **MR. KAJAL SAMADDAR**, son of Late Rakhil Samaddar, having PAN - **BAXPS0417D**, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122, and

include its proprietor for the time being, and their respective heirs, legal representatives, executors, administrators, office heirs, successors and assigns.

D. **TITLE DEED:-** shall mean all the documents referred to herein above in clauses of the recital.

E. **PREMISES:-** shall mean the Land comprised in the entirety of the  **Holding No. 39/22 S.M.P. Sarani, Ward No 22, under Barrackpore Municipality, Post office Barrackpore, P.S. Titagarh, District North 24 Parganas, Kolkata 700120** (More fully and particularly described in the **FIRST SCHEDULE** here under written.

F. **BUILDING:-** shall mean the Building consisting of a Ground and Upper Floors to be constructed on the said premises under name and Style “**MAYA VILLA**”.

G. **THE SAID UNIT:-** shall mean all that space in the building available for independent use and occupation after making due provisions for common facility and space required thereof (More fully and particularly described in the **SECOND SCHEDULE** here under written).

H. **THE WORDS ‘PROPORTIONATE’, ‘PROPORTIONATE SHARE’ AND/OR ‘PROPORTIONATELY’:-** shall mean the share which has been agreed fixed and/or settled as the ‘Purchaser, proportionate Share in the Land and Proportionate Share in the common portions and shall also be and due to be Purchaser’ share in all other common rights and liabilities and common expenses.

I. **COMMON PORTIONS:-** shall mean the portion of the said Land and Building and the Common installations, fixtures, fittings and appurtenance described in the **FOURTH SCHEDULE** here under written.

J. **COMMON FACILITIES** shall include corridors, hallways, stairways, landing, water reservoir, sub marshal pump, pump room, passage ways, drive ways, meter room, if any other space and facilities whatsoever required for the establishment

location enjoyment provision, maintenance and/or management of the Building and/or common facilities or any one of them as the case may be.

**K. COMMON EXPENSES:-** shall mean all the expenses common for all co-owners of different portion of the building for the more beneficial use occupation and enjoyment.

**L. COMMON PURPOSE** shall mean and include the purpose of upkeep management, administrations and protection of the common portion and the purpose of regulating actual rights and liabilities of the co-owners of different portion of the building for the more beneficial use occupation and enjoyment by the Purchaser and/or co-owners of their respective unit and their properties appurtenant there to and all other purpose or other matters in which the Purchaser and/or co-owners have common interest relating to the said Land and Building.

**M. COMPANY/SOCIETY/ASSOCIATION:-** shall mean any syndicate association limited company co-operative or other society or other association of persons formed by the Purchaser and/or co-owners of different portion of the Building for the purpose of maintenance upkeep and protection of the Building and the common portion in terms thereof.

**N. TRANSFER** with its grammatical variations shall included transfer by possession and by another means adopted for effecting what is understood as a transfer of space in a multistoried building to the Purchaser (s) thereof all though the same may not amount to a transfer in Law.

**O. TRANSFEREE** shall mean a person, firm, limited company, Association or persons or body or individual to whom any space in the Building has been transferred.

**P. SINGULAR** shall include the plural and *vice-versa*.

**Q. MASCULINE** shall include the feminine and *vice-versa*.

**R. ARCHITECT OR ENGINEERS** shall mean any persons or persons recued by the Developer and the owner for the purpose of construction of the said Building on the below mentioned First schedule Premises.

**S. CO-OWNERS** shall mean all the Purchaser/Owners who from time to time have Purchase or agreed to Purchase and taken position including **VENDOR** for those Units, Space, Rooms, Parking Area etc., not alienated or agreed to be alienated by the **VENDOR**.

**T. PARKING SPACE** shall mean space in the open compound at the Ground Label of the Premises for parking of Two Wheelers and other vehicles permitted by the owner.

**U. PLAN** shall mean the building plan sanction by authorities concern being Building **Plan No. 155/PS-GF/PLINTH/BG Dated 27.02.2019** and shall include such modification or variation as may be made by the seller from time to time with prior sanction from the authorities concerned.

**V. HOUSE RULES AND USERS** shall mean the Rules and Regulations regarding the users of holding of the said Flat/Unit/Apartment hereinafter stated.

**W. SALEABLE SPACE** shall mean the space in the Building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

**X. COVER AREA** of an unit means the entire area of an unit which includes all walls and half share of partition wall between two units with addition to equal share of lobby of such floor and equal share of Staircase, Landing & Lift.

**Y. SUPER BUILT UP AREA** according to the context shall in relation to the said unit in the New Building mean and include.

- a. The covered/plinth/built up area of such unit and include thickness of the external and internal walls thereof and columns there in PROVIDED THAT if anyone or columns be common between the two Units than one half of the area under such wall or columns shall mean include in the area of each such unit and if any open terrace is attached to any unit and transfer by the VENDORS with such unit then the area of such open terrace.
- b. Portion share of the area of the common areas and installation.
- c. Overhead water tank.
- d. Septic tank.
- e. Under ground Water reservoir.
- f. Boring.
- g. Boundary Wall (if any).

### **RECITAL**

- WHEREAS all that piece and parcel of land measuring about more or less **02 (two) Cottha12 (twelve)** Chattaks in **R.S. Dag No 647**, under C.S. Khatian No 254, R.S. Khatian No 254, of Mouza Chanak, J.L. No 4, Re.Su. No 39, Touzi No 2998, LOT- B1- C.S. Plot. 287, under Municipal Jurisdiction of Barrackpore Municipality, A.D.S.R.O. Barrackpore, District – North24Parganas, with others land originally belongs to Sri Paresh Nath Sen, son of Late Narayan Chandra Sen, of 39(22) Sahid Mangal Pandey Sarani, P.O. Barrackpore, P.S. Titagarh, District North 24 Parganas, by way of deed of partition which was duly registered at the office of the Additional district Registry office at Barasat, North 24 parganas, vide book No 1, Volume No 79, Pages from 68 to 76 being no 4597, on dated 12/12/1968.

- And whereas during the possession of the said property said Paresh Nath Sen transferred his aforesaid property more fully and elaborately described in SCHEDULE – A hereunder written to the present LAND OWNER on dated 13/10/2002 by dint of registered deed of Gift which was duly registered at the office of the A.D.S.R.O. Barrackpore, vide book no 1, volume no 172, pages from 177 to 184, being no 5673, for the year 2004, more fully and elaborately described therein.
- And whereas during possession of the said property the present LAND OWNER mutated his name at Barrackpore municipality under Ward No 22, Holding No 39 (22) S,M,P, Sarani, Barrackpore, Kolkata 700120, and also mutated in the office of the Block Land and Land Revenue office under R.S. Khatian No 254, Modified Khatian no 167, New Khatian No 5676, in R. S. Dag no 647, LOT- B1-C.S. Plot. 287 of Mouza Chanak, J.L. No 4, P.S. Titagarh, A.D.S.R.O. Barrackpore, District – North 24 Parganas.
- AND WHEREAS by the above said manner the LAND OWNER, herein became the owner of the above said property and he mutated his name in the records of Barrackpore Municipality in Ward No. 22, Holding No. 39(22), Sahid Mangal Pandey Sarani, Kolkata 700120, herein after called the **PREMISES**, more fully and elaborately described in **FIRST SCHEDULE** hereunder written and he has been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date.
- AND WHEREAS each and every part of the said premises is free from all encumbrances, charges, liens, impence, attachments, trusts, acquisition and/or requisition , etc. whatsoever or howsoever nature and the VENDORS has/have good free and clear marketable title of the said premises more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written, hereinafter referred to as the “**THE SAID PREMISES**”, with right to assign and transfer his/her/their title to the Third Parties.



- **AND WHEREAS** said **VENDOR** desire to Developing all part of the said Premises more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written, hereinafter referred to as the “**THE SAID PREMISES**” by demolish the existing Building & constructing a multi storied building in according with the Building Plan to be sanctioned by local Municipality.
- **AND WHEREAS** due to such reason the said **VENDOR** enter into an Development Agreement on Dated **3<sup>rd</sup> August 2018** with the **DEVELOPER** herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Book No. 01 Volume No. 1505-2018, Pages from 104165 to 104203, being No. 150503704, for the Year 2018 & also executed a Development Power of Attorney in favour of said **DEVELOPER** being Book No. 1, Volume No. 1505-2018, Pages from 107488 to 107510, being No. 150503817, for the Year 2018, more fully described therein.
- **AND WHERE AS** by virtue of the aforesaid Development Agreement the Developer is seized & possessed of or otherwise well a sufficiently entitle to Develop the said property under holding No. 39(22) and started construction of Building at the aforesaid property in consonance and conformity with a building plan sanctioned by the **Barrackpore Municipality** vide its Building sanction **Plan No. 155/PS-GF/PLINTH/BG Dated 27.02.2019** hereinafter referred to as the said Plan consisting of several self contained Flats /Units /Shop Room /Office Space/ Garage etc.
- **AND WHEREAS THE PURCHASER** has/have approached the **DEVELOPER** to purchase and the **VENDOR** and **DEVELOPER** have jointly agreed to sale the PURCHASER, the Unit No ‘\_\_\_’, on \_\_\_ Floor (fully described in the **SECOND SCHEDULE** here under written) including amenities, fixtures and fitting to be provided in such building (short particulars where off are set out in the **THIRD SCHEDULE** here under written) in accordance with the specifications approved by the purchaser (full particulars of such specifications approved by the

purchaser has been described in the **FOURTH SCHEDULE** hereunder written) at or for the total consideration of **Rs. \_\_\_\_\_/-**(approximately) for a total carpet area of more or less \_\_\_\_\_ **Sq. ft.** subject to the final measurement to be arrived at the jointly by the parties hereto; and final assessment of the total cost of the building shall be made at the rate of **Rs \_\_\_\_\_/- per Sq. Ft.** of the carpet area of the said side building.

- **AND WHEREAS** the purchaser approved the construction of the building which is nearing completion on the said land and all amenities , fixtures and fitting and facilities to be provided and installed in such building as prepared by the **DEVELOPER** and agreed by the purchasers.
- **AND WHEREAS** to record the terms and condition agreed by and between the parties hereto, the parties hereto have agreed to enter into an agreement (being these presents) in the manner hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH as follow:-**

1. That the **VENDORS** and the **DEVELOPER** have jointly agreed to sell and the purchaser has agreed to purchase from the **VENDORS** the said proportionate land (fully described in the **FIRST SCHEDULE** hereunder written) and from the **DEVELOPER** the **Unit No ‘\_\_’, on \_\_\_\_\_ floor** constructed on the said land (fully described in the **SECOND SCHEDULE** hereunder written) including all amenities, fixture and fitting to be provided and installed in such building (short particulars whereof are set out in the **THIRD SCHEDULE** hereunder written) as per specifications approved by the purchaser (described in the **FOURTH SCHEDULE** hereunder written) at or for the total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** and this amount will be finally decided after the joint measurement of total carpet area by the **DEVELOPER** and the representative of the

PURCHASER of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)  
per sq. ft.

2. The above total consideration amount is excluding Service Taxes/ GST. Service Tax/GST shall be payable by the Purchaser to the Vendor as applicable as per Prevailing Rates as and when formed. The Unit area sold are subject to increase or decrease after final measurement before possession/registration of unit (whichever is earlier). In such case, the total consideration will depend on the Final area calculated after measurement and the Purchaser has to pay the additional area cost at the rate the unit sold i.e. Rs. \_\_\_\_\_/- per sq.ft. and sale deed must contain the area calculated finally in presence of both the developer and purchaser . Samewise, if the area found to be lesser than declared here after calculation, then the Developer must refund the less area cost at same rate sold i.e. Rs. \_\_\_\_\_/- per sq.ft. deducting any pending dues or additional work cost (if any) from the Purchaser .

3. Simultaneously with the execution of these presents the purchaser has paid to the DEVELOPER a sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) as and by way of earnest money and in part payment of the consideration money and which the DEVELOPER here by admit and acknowledge.

4. The purchaser and the DEVELOPER shall hold a joint survey from time to time. The first of Such survey being within a fortnight from the execution of these presents and thereafter at last once in fifteen days, in order to ascertain the position of construction in terms of progress and/or completion thereof; and after ascertaining the same and mutually agreeing there to the purchaser shall make payment to the DEVELOPER, subject to the terms stated in **paragraph no. 1** hereof: in the manner as stated in **SCHEDULE FIVE** hereunder written. Further, the amount paid as earnest money / advance shall be fully adjusted by the Purchaser out of the 1<sup>st</sup> installment of Purchase consideration payable to the DEVELOPER.

5. The DEVELOPER here by agreed and undertakes to rectify all the defects as may be found or detected during the period of construction, within a period of 15 days from the date same is notified by the purchaser, at the DEVELOPER's own cost.
6. That the purchaser has satisfied itself about prima facie title the said land belonging to the VENDORS and has examined sanctioned plan of local Municipality obtained by the DEVELOPER and the purchaser reserves its right to further verify the title to the said land belonging to the VENDOR and also whether the said property is free from all encumbrances, charges, liens, trusts, lispens and/or any execution or attachments proceeding and/or prohibitory orders and /or any acquisition or requisition proceeding or scheme of any authority.
7. The DEVELOPER here by agree and undertake that he/they shall complete construction of the building on or before the **31/12/2020** or **06 months grace period** after completion of **31/12/2020** or within such extended period as may be mutually agreed upon by and between the vendor and the purchaser, and shall also obtain the completion certificate from the local municipality subject to issued by the same from local municipality for the purpose of providing the purchaser with the same.
8. That if according to the opinion of the purchaser's lawyer, the said property is found subject to any encumbrances, charges, lines, trusts, *lispens*, attachments and/or execution proceedings and/or prohibitory order and/ or any acquisition or requisition proceedings or scheme of any authority, the purchaser shall be at liberty to rescind this contract and on such rescission the DEVELOPER shall immediately refund to the purchaser earnest money so paid by the purchaser to the DEVELOPER under this agreement together with the interest at the rate of **08 (eight)** Per cent per annum and all costs and expenses incurred by the purchaser for investigation of title to the said property.

9. if the VENDOR or DEVELOPER failed or neglect to complete the sell after the title being made out as aforesaid or otherwise to carry out any one or more of the obligations on their part hereinbefore contained of otherwise required under the law, the purchaser will be at liberty to enforce specify performance of this contract or at its option may sue the vendors for recovery of the earnest money with interest and cost.

10. If owing to no- default on the part of the DEVELOPER, the purchasers fails or neglects to complete the purchase of the said property the DEVELOPER shall be entitled to specific performance of this contract.

11. That upon the building being construct amenities, fixtures and fitting installed and provided in such building /premises by the DEVELOPER to the satisfaction of the purchaser and upon payment of the balance of the consideration money by the purchaser to the vendor the VENDOR AND DEVELOPER shall execute and register deed of Conveyance in favour of the purchaser/s.

12. The VENDOR and DEVELOPER deliver to the purchaser vacant and peaceful possession of the said property on completion of the work as per specifications and possession certificate and Xerox documents of title relating to the said property shall be handed over to the purchaser as in possession of the vendors.

13. It is made clear that to fulfill the terms, conditions covenants and provisions wherein contained, the duties, responsibilities and obligations of the VENDOR and DEVELOPER to the purchaser are joint and several.

14. That the DEVELOPER shall pay the all Municipality rates and taxes from in respect of the said property up to the date of handing over the possession and the purchaser shall pay such Municipality rates and taxes from the date of possession.

15. That the DEVELOPER hereby agree and undertake that they shall pay all bills of the contractors and other suppliers in respect of construction of the said building

and/or supply of building materials amenities, fixtures, and fittings so that no contractor and supplier as aforesaid shall have any right to claim or demand in respect of the said property as against the Purchaser.

16. The vendor and developer hereby confirm and declare that all terms, conditions and covenants as contained in agreement for the Development Agreement **dated 3<sup>rd</sup> August 2018** made between the VENDORS of the one parts and the DEVELOPER of the other part and the terms, conditions and covenants of the said Development Agreement will be subject to and subservient to the terms and conditions herein contained to the extent those are repugnant or inconsistent with the provisions herein contained.

17. All disputes and differences between the parties here to regarding the construction or interpretation of any of the terms and condition herein contained or touching this presents or determination of any liability shall referred to arbitrator in accordance with the provision of Arbitration and conciliation at 1996 or any other amendment or modification or enactment thereto for the time being in force. The Vendor and the Purchaser shall not comments legal proceeding or to have any receiver appointed in the said premises or the said building unless the same is First refer to Arbitration and Arbitrator has given his award. The Arbitrator shall have summary powers. The Arbitrator shall have the right to give interim award and directions.

18. The Courts at North 24 Parganas and Kolkata shall have Jurisdiction to entertain and try all action shoots and proceeding arising out of this agreement.

19. The Vendor and Developer shall be entitled to terminate or rescind this agreement if the Purchaser fails to make payment of the amount due and payable in terms of the agreement. Or The Purchaser commits any breach of any terms of the condition herein contain and on the part of the Purchaser to be paid performed and observed Or Then on the happening of any of the aforesaid events the

Vendor/Developer shall be entitle to cancel and/or rescind and/or terminate this agreement with or without assigning any other reason and upon such termination and/or cancellation the Purchaser shall seems to have any right under this agreement or in respect of the Unit intended to be acquired by the Purchaser excepting that upon such termination the vendors/Developer shall refund all amount received from the Purchaser within **150 days** after deducting there from **10%** of agree grade amount of consideration and shall refund shall be made by the Vendor/Developer only after the Vendor/Developer has entire into an a agreement for sale and transfer of the said unit with any other person or persons.

20. All notice to be served here under by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> day of this date the same has be delivered for the dispatch to the postal authority by speed post due at the last known address of the parties hereof.

21. The Stamp duty, registration charges and incidental expenses for and/or in relation to execution and registration of this Agreement or Deed of conveyance in respect of the said Unit for obtaining approval and consents necessary for such transfer and any other assurances deeds required to be made for or in relation there to shall be born and paid by the Purchaser.

22. Incase Vendors fails and/or neglect to execute any registered necessary deed of conveyance in favour of the Purchaser or its nominees then the Purchaser will be entitle to specific performance and other relieves subject to payment of enter consideration amount.

23. The Purchaser has also agreed to pay maximum **1% of total Market Value** assess by the Registration Authority for the purpose of Registration Agreement or Deed of conveyance in respect of the said Unit in favour of the Advocates of the

Developer for legal expenses, Drafting fees and other miscellaneous expenses beside Stamp duty, registration charges and incidental expenses.

24. It has been agreed between the Vendor that the decency of the building is to be maintain and taking into account the kind of construction and for the aforesaid purpose it has been agreed to have a Sinking Fund to be created for the purpose of facing the capital expenses and other incidental there to which may be necessary from time to time in respect of the said building.

25. Charges for provided any additional work in or relating to the said unit at the request of the Purchaser and for providing any additional facilities or utility for the said unit, it being expressly agreed that in the event of requiring the Vendor to carry out any additional work into upper the said unit intended to be acquired by the Purchaser same will be done upon payment of amount required to be incurred for carrying out such additional work.

26. All betterment fees taxes and other levies charges impose by the government or any other authority relating to the said Premises and/or the said Unit/Apartment shall be paid and borne by the Purchaser proportionate to his/her/their interest there in and those relating only to the said Unit shall be borne solely and conclusively by the Purchaser (s).

27. Proportionate share of any additional facility or amenity provided for in the said new building for the benefit of all the Units.

28. Time for payment being the essence of contract in the event of any default on the Part of the Purchaser (s) in making payment of any of the amount agreed to be paid in terms of the agreement the Vendors shall be entitle to claim interest at the rate of **18%** per annum amount on the amount remaining outstanding subject to what is provided hereinafter.



29. In the event any default of the part of the Purchaser in making payment of any of the amount in terms of the agreement and if such default a continue for a period of **30 days** from the same becoming due the Vendor shall be entitle to are here by authorized to determine and/or rescind this agreement and forfeited a sum equivalent to **10%** of consideration amount as and by way of a predetermined liquidated damages and the Purchaser here by consents to the same and refund of the balance amount upon the Vendor entering to an a agreement for sale with another person in respect of the said Unit. Upon such termination the Purchaser shall seems to have any right or claim under this agreement and/or in respect of the said Unit, and the Vendor shall be entitle to enter into agreement for sale and transfer with any other person or persons without any claim on the part of the Purchaser and the Purchaser here by consents to the same.

30. The Purchaser agreed and covenants not to claim any right of possession over and in respect of the said Unit till such time the Purchaser has made and/or deposited the entire amount here in agreed to be paid or deposited by the Purchaser. It is hereby agreed and declare that the Purchaser has agreed and committed himself/herself/itself to make payment of the amount payable in terms of the presents and its shall not be obligatory or necessary on the Part of the Vendor to serve any notice or demand on the Purchaser.

31. In the event of the Vendor providing any material/facilities or gadgets over and above what has been agreed upon for the benefit of the resident of the building the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions. However, whether such additional facilities or amenities are to be provided for will be entirety at those sole discretion of the Vendor at the Purchaser here by consent to the same.

32. That due to meet all common expenses of building the Vendor, Developer and the Purchaser has agreed to form a Company/Society/Association of the owners

/occupier of the building and the said Company/Society/Association to be formed doth hereby covenant with the Purchaser that the Company/Society/Association to be formed shall be liable to meet all common expenses as mutually agreed between the parties.

33. The purchaser does hereby covenant with the Vendor and Developer that the purchaser shall and will at all times hereafter allow the developer to erect further floor on the said building if and when the local municipality allow such erection and developer shall have right to dispose of the flats on the further floor if and when erected and that all other purchaser of the proportionate share in the said land or the flats to be constructed thereon shall be entitled and competent to enjoy and exercise all the rights subject to the obligations as are entitled to be enjoyed by the purchaser and that this stipulation shall be always construed as the covenant running with the land in respect of all subsequent transferees.

34. The developer is only liable to pay quotation money for electric connection to respective electricity board after collecting individual unit electricity purpose extra cost of all sold and unsold units and the connection with transformer landing fully depends on concerned electricity board. After successful payment of quotation money paid by the developer if the Electricity board fails, delays in allowing connection along with transformer fittings, then the Developer at no cost is liable for that. Developer has no liability on Electric connection purpose except successful payment of quotation deposit money.

35. The purchaser has agreed to pay to the developer the electric bill dues as per electric bill received in the name of Building/Developer/Landlord, regularly either monthly or quarterly calculating the amount as proportionate share common electric meter reading and full share individual unit meter reading at the rate per unit the building receives electric bill for the period till obtaining new connection in the name of individual purchaser. Here it is specifically mentioned if any reason purchaser is

unable to pay his/ her/their electric bill within a stipulated period or due date mentioned by concerned electric supply office and for such reason if the concerned office stops/disconnects the power supply of the building then the respective purchaser is liable to pay further connection charges along with all fine penalties etc at his own cost and expenses.

36. The Purchaser also agrees to pay GST or other appropriate tax over consideration money as and when applicable.

### **Commencement & Validity**

This agreement has commenced from the date of execution i.e. \_\_\_<sup>th</sup> \_\_\_\_\_, 2019

This Agreement is valid till 31.12.2020 or date of registration of Sale deed of Unit (whichever is earlier)

### **THE FIRST SCHEDULE ABOVE REFERRED TO**

#### **(Description of premises)**

ALL THAT piece and parcel revenue paying 'Bastu' land measuring about more or less **02 (two) Cottha 12 (twelve) Chhataks 00 (zero) square feet**, in R.S. Dag No. 647, under R.S Khatian No 254 and Modified Khatian No 167, New Khatian No 5676 of Mouja Chanak, J.L.No 4, Re.Su. No 39, Touzi No 2998, LOT- B1- C.S. Plot. 287, P.S. Titagarh, A.D.S.R.O. Barrackpore, under municipal jurisdiction of Barrackpore Municipality, ward no 22, Holding No. 39 / 22 S. M. P. Sarani, District North 24 Parganas, Kolkata – 700120, which is butted and bounded as follows:-

On the North :- Land & Building of Mr. Sarkar

On the South :- 12ft wide Municipal Road

On the East:- Manjulika Apartment.

On the West:- Sahid Mangal Panday Sarani

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Details of the unit)

**ALL THAT** the Unit No. ‘\_\_’ Containing a carpet Area \_\_\_\_\_ square feet (covered area plus 30 percent common area) more or less on a portion on the \_\_\_\_\_ **Floor** in the New Proposed Building commonly known as “**MAYA VILLA**” at the said premises mentioned in **FIRST SCHEDULE** herein above written and shown in the Plan annexed here to duly Bordered in **Red Coloured** there on together with right to park, one two wheeler or motorcycle at common parking area of the said Premises to be specifically allotted and demarcated by the Developer at the time of hand over possession together with proportionate undivided, un-demarcated, indivisible, impartible in the common area and installation mentioned and described in the **THIRD SCHEDULE** here under written attributable to the said unit and together with proportionate demarcated, in divisible, impartible share in the Land comprised in the said premises attributable to the said Unit.

**SPECIFICATION APPROVED BY THE PRCHASER**

a)	<b>Foundation:</b>	RCC Frame structure.
b)	<b>Super structure</b>	RCC + Brick Work.
c)	<b>Elevation</b>	As per engineers opinion/preference.
d)	<b>External Finish</b>	Cement Plaster and Paint
e)	<b>Windows</b>	Aluminum sliding windows covered by 3mm glass with iron grill.
f)	<b>Doors</b>	1. main doors made by sal wood frame and wooden palla, and others doors made by flush doors,

		<p>2. Toilets door made by PVC frame and PVC palla.</p> <p>3. Main door decorated steel handles, eye hole, and others door (s) decorated by steel handle and hasbolt.</p>
g)	<b>Fittings</b>	Steel fittings.
h)	<b>Flooring &amp; Skirting</b>	Marble on all bed rooms, dining, balcony, living place. And marble floor at bathrooms & toilets of each unit. And tiles up to a height of 6 feet on all walls of large bathroom and toilet, and tiles up to 4 ft height on all walls of small or attach bathroom and tiles up to a height of 3 ft from kitchen top. Staircase and landing of marble flooring.
i)	<b>walls and ceiling</b>	Inside Wall putty surfacing.
j)	<b>Cooking Platform</b>	Black Stone Slab with Green Polish Slab over on cooking platform.
k)	<b>Sink</b>	Stainless Steel Sink.
l)	<b>Electrical Points</b>	<ul style="list-style-type: none"> <li>• 25 nos light point and 2 nos 15 amp point for each unit.</li> <li>• Staircase shall have one light point in each landing area.</li> <li>• One calling bell point in each unit.</li> </ul>
m)	<b>Electric meter</b>	The purchaser has liable to pay extra cost for individual electric meter.
n)	<b>Electric Connection</b>	The purchaser has liable to pay Rs. 30,000/- for electric connection of the premises (Transformer Cost).
o)	<b>Water point</b>	5 (Five) water point in bath room, and 3(three) water point in kitchen room along with Deep tube well with submersible pump to be provided to augment municipal water supply. Internal PVC pipe with CPVC Pipes, and outside with Pvc pipes, PVC Fittings, Sanitary wire with PVC cistern.
p)	<b>Lift</b>	One lift for common residential purpose.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(Short particulars of the amenities and fixtures and fitting to be installed and/or situated in the said property to be set out here)

1. The entirety of the Land described in the First Schedule herein above written.
2. Common paths passages and areas excepting expressly such area on Land and Building as are not needed or held or intended for use by a particular person but including beams, foundations and supports.
3. Drive way, Path-Way and lobby on the Ground Floor.
4. Boundary Wall if any and Main Gates (If any).
5. Drainage and Sewage.
6. All Electrical installation Electric Warring, meters, transformer if any, generator if any and fitting (excluding only those as are installed within the excluding area of any Unit and/or exclusively intended for its use).
7. Submersible pump for boring water.
8. Pump Room, Water Tank, on the Ground Floor and/or on the terrace, Water Pipes, Motor Pump and other common Plumbing installation (save only those as are within the exclusive area of any Unit and/or exclusively intended for its use).
9. All other common Parts, Areas, Equipments, Installations, Fittings, Fixtures, Space in or about the Building or the Land as are necessary for passage to or use and occupancy of the Units in common with other owners or occupiers of the Land and Building or portions there to whether at present or in future to be constructed in the Land or the Building but expressly excluding the terrace.
10. The purchaser shall be use commonly the ultimate roof of the aforesaid building with other owners / occupiers.

11. The foundation, beams support corridors, lobbies etc.
12. Windows, Doors and Grills and other fitting of the common area of the premises.

**THE FOURTH SCHEDULE ABOVE REFFERED TO**

(Specification to the building to be set out here)

1. Basement plus Four storied building.
2. No. Of Units: 8 +
  - A. Basement: Garages / Offices / commercial Spaces
  - B. Ground Floor: Commercial Spaces / Garages
  - C. First Floor: Commercial Spaces / Flats
  - D. Second Floor: 2 Numbers of Flat
  - E. Third Floor: 2 Numbers of Flat

**FIFTH SCHEDULE ABOVE REFERRED TO**

(MODE OF PAYMENT)

1.	At the time of signing agreement	20 % of total consideration amount.
2.	Before first floor roof casting	20 % of total consideration amount.
3.	Before third floor roof casting	20 % of total consideration amount.
4.	Before brick work	20 % of total consideration amount.
5.	Before Internal Plaster	10 % of total consideration amount.
6.	On or before execution of conveyance Deed of unit or hand over possession of unit which is earlier	10 % of total consideration amount.

**IN WITNESS** whereof the parties hereto have executed these presents on the day, month and year first above written.

Signed and Delivered by the above named Vendor, Developer and purchaser At **Barrackpore** In the presence of:-

WITNESS

1.

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**SIGNATURE OF OWNER**

2.

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**SIGNATURE OF DEVELOPER**

**Drafted and prepared by :-**

**(Advocate).**

Barrackpore Court, North 24 Parganas.

**Computer by :-**

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**SIGNATURE OF PURCHASER**

(Kamal Roy Chowdhury)

Barrackpore



**MEMO OF CONSIDERATION**

**RECEIVED A SUM of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**

in following manners: -

SL	DATE	CASH/ CHEQUE NO.	BANK & BRANCH ADDRESS	AMOUNT
<b>TOTAL (Rupees _____ Only)</b>				<b>Rs. _____/-</b>

Witness:

1.

2.

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