

AGREEMENT TO SALE

P.S.- Durgapur, Mouza - Bhiringi, Built-up area
..... Sq.ft., Super built-up area Sq.ft.,
Sale Value Rs...../- , under Durgapur
Municipal Corporation.

Land Owner details:

(1) SRI ABHIJIT GORAI [PAN – AGGPG2791Q] (2) SRI BISWAJIT GORAI [PAN – AMIPG3543N] both are sons of Late Shaktipada Gorai are by faith – Hindu, by Nationality – Indian, by occupation – Business resident of Bhiringi, Gorai Para, P. O. – Durgapur – 713213, P.S. , A.D.S.R. Office & Subdivision – Durgapur, Dist. – Burdwan (3) SMT. JYOTSNA GORAI [PAN – BEWPG3197M] W/o Sri Shankar Gorai by faith – Hindu, by Nationality – Indian , by occupation – Housewife resident of Bhiringi, School Para, P.O.- Durgapur – 713213, P.S., A.D.S.R. Office & Subdivision – Durgapur, Dist. – Burdwan (4) SMT. KRISHNA GORAI [PAN – AXGPG4093C] W/o Sri Pabitra Gorai by faith – Hindu, by Nationality – Indian , by occupation – Service resident of Miya Para, Abhirampara, P.O.- Khandra, P.S. – Andal, A.D.S.R. Office – Raniganj , Subdivision – Durgapur, Dist. – Burdwan, Pin – 713363

THIS AGREEMENT TO SALE is made on this theday of
2019 (two thousand and nineteen).

BETWEEN

DR. HARISH KALLURY [PAN-ACGPV9232K] S/o. K. V. Subbarao, by faith- Hindu, by Nationality- Indian, by Occupation- Medical Practitioner, resident of permanently at No.-1296, 20th Main, 2nd Phase, P.O. & P.S.-J.P. Nagar, Dist.- Bengaluru Urban, State- Karnataka, Pin-560078 having their office at Plot no.1165, Natun pally, School para, Behind T.N Institution, Bhiringi, Benachity, Durgapur-713213 (W.B) HEREINAFTER referred to and called as “DEVELOPER” (which terms or expression shall unless excluded by or

repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the FIRST PART.

AND

1. SRI [PAN-.....] S/o
..... by faith Hindu, by occupation -
by Nationality - Indian residing at
P.O.-....., P.S. -, A.D.S.R. Office-, Subdivision-
....., Dist.- PIN-..... AND (2) SMT
..... [PAN-.....] S/o
..... by faith Hindu, by occupation -, by
Nationality - Indian residing at, P.O.-
....., P.S. -, A.D.S.R. Office-, Subdivision-
....., Dist.- PIN-.....

HEREINAFTER called and referred to as the '**PURCHASER**' (Which term and expression shall unless excluded, by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the SECOND PARTY/ SECOND PART.

WHEREAS:

The following terms and expressions shall, in these presents, have the respective meanings assigned to them herein-below unless the same be contrary or repugnant to the subject or context hereunder.

- A.1 **ARCHITECT(S):** Shall mean such Architect(s) whom the Developer may from time to time, appoint as the Architect(s) of the Building.
- A.2 **BUILDING :** Shall mean the Building/s to be constructed, erected, promoted, developed and built on the premises by the Developer herein in pursuance of the Development Agreement and shall include all constructions to be made on the premises from time to time.
- A.3 **BUILT-UP AREA/COVERED :** Shall in relation to the Unit / Flat shall mean the plinth area of that Unit / Flat (including the area of bathrooms, balconies and terrace, if any, appurtenant thereto and also the thickness of the walls (external or internal), the columns and pillars therein provided that if any wall, column or pillar be or pillar shall be included in each such Unit/Flat).
- A.4 **PARKING SPACE :** Shall mean the space in the Basement (if any) and/or on the Ground Floor of the building/s as also in the open space surrounding the Building that may be marked by the Developer herein for parking as chargeable basis.

- A.5 **DEVELOPER** : Shall mean ROYAL PEARL and its successors, successors-in- interest and assigns.
- A.6 **FORCE MAJEURE** : shall include natural calamities, act of God, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, notice or prohibitory order from Municipality or any other statutory Body or any Court, Government Regulations, new and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Owners herein and the Developer herein.
- A.7 **LAND**: ALL THAT piece and parcels of Raiyoti land measuring an area of 84 (eighty four) decimal comprising within appertaining to L.R. Khatian Nos.- 10921, 10920,10919 & 10918, Comprised in R.S. Plot No.- 403, 404, 405, 406 , L.R. Plot Nos.- 1165, 1166 & 1191 Bastu of Mouza- Bhiringi, J.L.No-68, L.R. J.L. No.-119, P.S- Durgapur, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman within the limit of Durgapur Municipal Corporation which is developed by Developer Royal Pearl by way of registered deed of Development Agreement vide Deed No. 020600876 for the year 2016 duly registered at office of the A.D.S.R. Durgapur, Dt.- Paschim Bardhaman and Present Land Owners name have been

recorded in L.R. Record as owners and also converted the character of land from Baid to Bastu vide Conversion Case Nos. 1497, 1498, 1499, 1500 for the year 2015 and seized owned and possessed of and/or otherwise well and sufficiently entitled with free from all encumbrances as fully described in the FIRST SCHEDULE written herein below.

- A.8 **PLAN:** Shall mean the sanctioned and / or approved Plan No. DMC/BP/ CB/ 057 /17, Date 20.08.2018 of the Building/s sanctioned by Durgapur Municipal Corporation and shall also include variations/ modifications, alterations therein that may be made by the Owners herein and/or the Developer herein, if any, as well as all revisions, renewals and extensions thereof, if any.
- A.9 **PREMISES :** Shall mean ALL THAT piece and parcel of land an area of 84 (eighty four) decimal comprising within appertaining to L.R. Khatian Nos.- 10921, 10920,10919 & 10918, Comprised in R.S. Plot No.- 403, 404, 405, 406 , L.R. Plot Nos.- 1165, 1166 & 1191 Bastu of Mouza- Bhiringi, J.L.No-68, L.R. J.L. No.-119, P.S- Durgapur, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman within the limit of Durgapur Municipal Corporation .
- A.10 **TERMINATION OF AGREEMENT :** Either party may serve a notice giving one month's prior time to terminate the aforesaid agreement in any situation.

WHEREAS the party hereto of the First Part herein is also the Developer of the Land and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of the Land as defined in above A-7.

AND WHEREAS the Royal Pearl is sufficiently entitled to the development of the Land as defined in above A. 7 and the said Firm is being the First Part of these presents.

AND WHEREAS the land owner and developer agreed to sign all documents required for conveying the flats to the intending PURCHASERS with proportionate share of land at the cost of intending PURCHASERS.

AND WHEREAS the land owner and developer hereby-also agreed to sign all deed of sale / conveyance of the flat more fully described in Section-A in favour of the PURCHASERS / second part and the owner also declares that he shall have no objection in the, matter of realization of advance amount from the PURCHASERS / second part.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows :-

1. That the developer will constructed and complete the multistoried flat building including the flat as mentioned in Section-A as per sanctioned plan with specification as mentioned in Section-C below.
2. That the owner and the Developer have jointly represented before the

PURCHASER that the Land and the flat as proposed to be sold mentioned in Section-A is free from all encumbrances and lispensens.

3. The Developer shall arrange common installation of the entire flat building for which proportionate additional cost to be paid by the PURCHASER and those installations and arrangements are specified in Section-B below.
4. That the Developer is hereby agreed to sell and the PURCHASER is agreed to purchase the Flat as mentioned in Section-A for a total price of Rs..... (Rupees) only and the PURCHASER has paid booking amount Rs...../- (Rupees) only receipt of which is acknowledged by the developer and the rest amount shall be paid by the PURCHASER in the manner as stated in Section-D below.
5. That on completion of the flat, it shall by handed, over to the PURCHASERS and registered deed of sale shall be executed at the cost of the PURCHASER for conveying the flat as mentioned in the Section-A.
6. That the parties of these present further have agreed, the following :-

HAND OVER TIME :

The estimation date of making Unit/s/Flat/s /Car Parking Space/s/and space/s Owners the said Unit/s/Flat/s/Car Parking Space/s / and Space/s ready for the purpose of delivery of possession is 30.06.2020 with a grace period of 6 (six) months and also subject to Force Majeure.

PENALTY CLAUSE :

In case that PURCHASER clear all the dues amount in due time and the DEVELOPER is failed to hand over the complete possession of the premises, then LAND OWNER and DEVELOPER will pay an interest as per Banking rules on the entire amount or pay monthly house rent or Rs. 6000/- whichever will be higher as per computation.

On the other hand if the DEVELOPER is ready to hand over the possession of the entire premises / Flat within the due time & the PURCHASER is failed to clear the entire amount in time then the PURCHASER will be compelled to pay the interest on the balance amount of contract value as per Banking rules until the dues amount is recovered from the PURCHASERS by the LAND OWNER and DEVELOPER.

7. The PURCHASER shall have common rights to the common area with other flat owners of the entire building which are mentioned in

Section E below.

SECTION-A

All that one self contained residential flat being No....., on the Floor of the building known as "**ROYAL PEARL APARTMENT**", Built up Area-.....Sq. ft. and Super built up area of Sq. ft. more or less consisting of bed rooms, drawing room, dining room, Kitchen, toilet, balcony TOGETHER WITH undivided and importable share/interest in the land underneath the said building constructed upon the property under Durgapur Municipal Corporation, L.R. Khatian Nos.- 10921, 10920,10919 & 10918, Comprised in R.S. Plot No.- 403, 404, 405, 406 , L.R. Plot Nos.- 1165, 1166 & 1191 Bastu of Mouza- Bhiringi, J.L.No- 68, L.R. J.L. No.-119, P.S- Durgapur, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman.

SECTION B :

COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY THE PURCHASERS/S)

1. Electrical installations relating to meter, transformer for receiving electricity from the Electricity Authority. (WBSEDCL)
2. Common Power Generator for providing stand-by power for common

light(s), pump(s) and other common services as also minimum reasonable power for use within the said Unit/Flat.

3. Other facilities or installations, if any provided for the common use of the Unit/Flat of the premises and not covered by Section A hereinabove.
4. Water supply will be provided by Durgapur Municipal Corporation. The unit will be provided with water supply from R.C.C overhead tank, which will be filled with water pumped up from the underground reservoir which will store water supplied by DMC.

SECTION – C

SPECIFICATION: Finest Quality

Common Areas

Flooring : Ceramics tiles flooring

Elevators : With power back-up to ensure 24/7 functionally

Parking : At ground floor

Infrastructure

Structure : RCC frame structure

Walls : AAC Blocks (External walls will be of 10" & internal walls of 5")

Flooring : Vitrified tiles

Internal Finishing: All internal walls including ceiling will be of plaster with wall putty

Main doors : Paneled doors with sal wood frame

Internal doors: Flush door shutters with salwood frame

Windows : Aluminum sliding 2-3 tracks with 3 mm glass with integrated MS grills

Bathrooms

Aesthetically designed

Toilet : With elegant sanitary ware & CP fittings

Flooring : Anti-skid tiles

Exhaust fans : Keep bathrooms fresh

Kitchen & Utility

Grante platform : With 4'-6" ht. Tiling above the counter

Sinks : Single bowl sinks with drain board

Electrical

Electrical points : Ample points with moduler switchers, Concealed wiring with usual number of points. For each flat/unit, separate meter shall be obtained from WBSEDCL Ltd at cost and expenses of the Purchaser of the flat.

TV & Telephone : Wiring for DTH & Telephone points provided in the apartment.

SECTION-D

The First Schedule above referred to (The Land) :

ALL THAT piece and parcels of Raiyoti land measuring an area of 84 (eighty four) decimal comprising within appertaining to L.R. Khatian Nos.- 10921, 10920, 10919 & 10918, Comprised in R.S. Plot No.- 403, 404, 405, 406 , L.R. Plot Nos.- 1165, 1166 & 1191 Bastu of Mouza- Bhiringi, J.L.No-68, L.R. J.L. No.-119, P.S- Durgapur, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman within the limit of Durgapur Municipal Corporation

BUTTED AND BOUNDED BY:

ON THE NORTH : Land of Muruli Gorai

ON THE SOUTH : Land of Narayan Chandra Maity & others

ON THE EAST : 35 Feet wide Metal Road (School Para Road)

ON THE WEST : Land of Ajit Singh & others.

The Second Schedule above referred to :

Part-I (The unit)

All that one residential Flat No. at **floor** of the said **G+.....** storied building constructed within the first schedule land within the jurisdiction of Durgapur Municipal Corporation in the name and style "**ROYAL PEARL APARTMENT**" measuring Built up Area.....Sq. ft. and Super built area of a little more or less Sq. ft., consisting of bed rooms, drawing room, dining room, kitchen,bathrooms cum toilets and Balcony. Floor Type - Proposed use- Residential.

Part-II

Parking space for four wheeler parking measuring 110 Sq. Ft.

Part-III

The undivided impartible proportionate share in the land and common portions agreed to be sold to the PURCHASERS.

ALL that an undivided impartible proportionate share and /or interest in the land described in the First Schedule hereinabove written and in the common portion described in the Fifth Schedule hereinafter written and all other common rights and liabilities.

Section - E (common area)

1. The entire land and vacant space of land.
2. The spaces within the building comprised of entrance, staircase, landings of floors, use of roof for hanging and drying clothes etc.
3. The foundation, columns, beams, structures, main wall, boundary wall, gates of the premises, building and space landing to building.
4. The installation of common service such as drainage and sewerage system in the premises, rain water pipe system, water supply arrangement, electric connection and also other civic amenities available in the said premises.
5. Overhead reservoir of the building, pump, deep tube well, electric meter and installation in common space, lift, pipes and all apparatus and installation in the premises for common use.
6. All other areas and installation facilities and amenities, which are intended for common use in the building/apartment.

TERMS OF PAYMENT

Total cost of the Flat comes to Rs...../- (Rupees) only.

The PURCHASERS is to be paid to the DEVELOPER herein the following manner.

1.	Rs.1,00,000/- of unit cost as Booking Amount
2.	1 st Installment: 20% on the day of agreement
3.	2 nd Installment: 10% on completion of 1 st slab
4.	3 rd Installment: 10% on completion of 2 nd slab
5.	4 th Installment : 10% on completion of 3 rd slab
6.	5 th Installment: 10% on completion of 4 th slab

7.	6 th Installment: 10% on completion of 5 th slab
8.	7 th Installment: 10% on completion of Brick work of own flat space
9.	8 th Installment: 10% on completion of inside and outside plaster
10.	9 th Installment: 10% before registration.

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

WITNESSES :

1.

SIGNATURE OF DEVELOPER

2.

SIGNATURE OF PURCHASER

Drafted by me & I read over and explained in Mother Language to all parties to this Deed and all of them admit that the same has been correctly written as per their instruction & typed at my office