

**DEED OF AGREEMENT FOR SALE OF
FLAT/APARTMENT**

THIS THE AGREEMENT made at Purulia Town in the District of Purulia, West Bengal this theday of 200...

BETWEEN

M/S RIYA CONSTRUCTION, a Proprietorship Firm having its Office at 6, Dr. Ashutosh Shastri Road, Kolkata – 10 represented by its Proprietor Sri Rittik Chatterjee son of late Sisir Chatterjee, resident of D1/5 Labony Estate, Salt Lake City, Kolkata – 64, West Bengal herein after called **DEVELOPER** of the FIRST PART (which terms unless excluded by and repugnant to the contexts shall include his Successors in Office, executors, representatives, successors and/or assigns):

AND

_____ hereinafter called and referred to as the **INTENDING PURCHASER / PURCHASERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include (1) In case he or she be an individual then his / her heirs, legal representatives, executors, administrators and assigns, (2) If the purchaser be a Hindu Undivided Family, then its Karta and the members for the time being, their survivors and respective heirs, legal representatives, executors, administrators and

assigns, (3) In case the Purchaser be a Partnership Firm then its partners for the time being, their respective heirs, legal representatives, executors, administrators, and assigns, (4) In case the Purchaser be a Company, then its successors or successors in office and assigns) of the SECOND PART :

WHEREAS the property situated within the district of Purulia, Police Station: Purulia (Town), Mouza: Purulia, J.L.No. 2 under R.S.Khaitan No. 3108 being R.S. Plot No. 9898 AND 9899, R.S.Khatian No. 3018 and R.S.Plot No. 9900 and 9901 more fully described in the schedule below of this Deed and for the sake of brevity herein after referred as Schedule Property.

AND

WHEREAS Schedule property previously belonged to Tulshidas Karmakar and he by a testamentary instrument transferred the same to the sons of his daughter and appointed his said daughter Usharani Karmakar as executor of the will and after the death of said Tulshidas Karmakar Usharani Karmakar obtained Probate from the Court of Ld. District Judge, Purulia being Probate Case No. 5 of 1983 and distributed the schedule property amongst her sons namely, 1. Runu@ Ranjit Karmakar, 2. Jhunu@ Sanjit Karmakar, 3. Sabu@ Monojit Karmakar, 4. Chätu@ Surajit Karmakar, 5. Babu@ Biswajit Karmakar 6. Dhanajit Karmakar and 7. Avijit Karmakar;

AND

WHEREAS said Dhanajit Karmakar by a registered deed of Sale being No. 4766 for the year 1998 of D.S.R, Purulia transferred his 1/7th share in the property to Sri Avijit Karmakar (PAN No. CHCPK9085Q) son of Late Jagadish Karmakar, aged about 53 years, Teacher by

occupation and resident of Amla Para, Purulia, P.O. Purulia, P. S. Purulia (T) District, Purulia (W.B), while Sanu@ Manojit Karmar transferred his 1/7th share in the property to aforesaid Sri Avijit Karmakar by a deed of gift being No. 6012 for the year 2002 of the Office of A.D.S.R, Purulia and Runu@ Ranjit Karmakar, Jhunu@ Sanjit Karmakar, Babu@ Biswajit Karmakar and Chatu@ Surajit Karmakar had transferred their 4/7th share in the Schedule property to the aforesaid Avijit Karmakar by a deed of Sale being No. 6082 for the year 2002 of the Office of the A.D.S.R, Purulia and accordingly aforesaid Avijit Karmakar became the absolute owner of the schedule property.

AND

WHEREAS at said Avijit Karmakar had mutated his name by Mutation Case No. 1083 for the year 2013 before the settlement Authority, which has been fully described in the Schedule A below of this deed and for the sake of brevity herein after referred as Schedule A property;

AND

WHEREAS said Avijit Karmakar duly got/acquired the schedule A property having valid right, title, interest and possession, therein;

AND

WHEREAS said Avijit Karmakar decided to develop the Schedule A property.

AND

WHEREAS said Avijit Karmakar decided and agreed to entrust the DEVELOPER herein to construct multi storied building having commercial unit as well as residential unit over the SCHEDULE A PROPERTY.

AND

WHEREAS said Avijit Karmakar has entered into an agreement on 6th day of December, 2019 (English Calendar) with the DEVELOPER for construction and/or development of the Schedule A property by raising multistoried building having commercial as well as residential units therein out of own fund of the DEVELOPER and sale the same under certain terms and conditions as mentioned in that aforesaid deed of Development Agreement dated 6th day of December, 2019 and for the sake of brevity that hereinafter referred as 'Deed of Development Agreement'.

AND

WHEREAS it is agreed by and between the parties of the 'Deed of Development Agreement' that after construction of the building the said Avijit Karmakar i.e. the OWNER of the said 'Deed of Development Agreement' and the DEVELOPER of this deed, who is also DEVELOPER of the said 'Deed of Development Agreement', shall share the newly constructed building and the share of the OWNER i.e. said Avijit Karmakar will be OWNER'S ALLOCATION and the share of the DEVELOPER will be DEVELOPER'S ALLOCATION and the DEVELOPER is exclusively entitled to DEVELOPER'S allocation having valid right, title, interest and possession therein with the exclusive right to enter into an agreement for Sale/this agreement for sale by executing appropriate deed of sale and caused it to be registered, transfer, let out, lease, license, gift, dispose of or otherwise deal with the same in such part or portion as per his discretion and appropriate the earnest money, sale proceed, premium, rent or usufruct of the same without any right, title, interest or claim of the OWNER i.e. said Avijit Karmakar and the

DEVELOPER as per his own discretion will be entitled to retain or deliver possession of his allocated portion or part thereof to any person or persons or any such intending buyer, transferee, lessee, tenant etc. without any further consent of the OWNER i.e. said Avijit Karmakar and like that the OWNER i.e. said Avijit Karmakar is exclusively entitled to OWNER'S allocation after obtaining possession from the DEVELOPER having valid right, title, interest and possession therein with the exclusive right to enter into an agreement for Sale, transfer, let out, lease, license, gift, dispose of or otherwise deal with the same in such part or portion as per his discretion and appropriate the earnest money, sale proceed, premium, rent or usufruct of the same without any right, title, interest or claim of the DEVELOPER and the OWNER i.e. said Avijit Karmakar as per his own discretion will be entitled to retain or deliver possession of his allocated portion or part thereof to any person or persons or any such intending buyer, transferee, lessee, tenant etc. without any further consent of the DEVELOPER.

AND

WHEREAS in pursuance of the said 'Deed of Development Agreement' the DEVELOPER have commenced the construction work.

AND

WHEREAS by virtue of the 'Deed of Development Agreement' and power granted by said Avijit Karmakar i.e. the OWNER of the said 'Deed of Development Agreement' in favour of the DEVELOPER, the DEVELOPER alone has the sole and exclusive right to sale the Developer's allocated portion as per said 'Deed of Development Agreement' or part thereof having right to enter into an agreement with the intending purchaser together with undivided variable impartible

indivisible proportionate share or interest in the land and to receive and retain the earnest money and/or sale price in respect thereof.

AND

WHEREAS in pursuance of the said 'Deed of Development Agreement' SAID Avijit Karmakar i.e. the OWNER has executed a power of Attorney in favour of DEVELOPER M/s Riya Construction.

AND

WHEREAS in terms of the said 'Deed of Development Agreement' the DEVELOPER has obtained the right to build and erect building/apartment in accordance with the approved and sanctioned plan by Purulia Municipality and has obtained also the right to assign, transfer, and sell out the premises and building to be constructed thereupon as detailed in the said 'Deed of Development Agreement'.

AND

WHEREAS the INTENDING PURCHASER has also taken inspection of the plan submitted approved and sanctioned by the Purulia Municipality and specification of the said building kept at the office of the DEVELOPER and is now fully satisfied as the same.

AND

WHEREAS the DEVELOPER has agreed to sell and the Purchaser have agreed to purchase one flat measuring an area of _____ square feet (including Super Builtup Area) (approx.) in _____ Floor on _____ side more or less inclusive the proportionate share of individual stair-case and covered area settled and agreed by and between the Developer and Purchaser of the said proposed Apartment on ownership basis hereinafter referred to as "The said ownership flat" more fully

described in the schedule 'B' hereunder written together with proportionate share and interest on the land underneath described in the Schedule 'A' hereunder written with sole exclusively transferable and irrevocable right to use the same together with right of ingress thereto and egress there from through the staircase and main entrance facing at a price of Rs. lump sum is _____

_____ only for flat as described in Schedule B of this Deed. The price includes the cost of proportionate share of land and also the cost of construction of the flat area and common amenities of the buildings, i.e. half area of common walls full area of side & front wall and half area of front platform.

AND

WHEREAS the DEVELOPER has agreed to sell and the INTENDING PURCHASER has agreed to purchase one flat On the _____ side, measuring an area _____ (approx.) of the Schedule 'A' building fully and fairly described in the Schedule 'B' hereunder written and hereinafter referred to as the Schedule 'B' flat area together with proportionate share of right on the land as described in the Schedule 'A' below together with the privileges of using and enjoying the common areas and common facilities mentioned in the Schedule 'D' hereunder written.

AND

WHEREAS The DEVELOPER and OWNER declare that the property mentioned in the Schedule 'A' hereunder written is clear and marketable and the same is free from all encumbrances.

Now this agreement witnessed and it is hereby agreed by and between the parties hereto as follows :-

1. The DEVELOPER shall sell and the INTENDING PURCHASER shall purchase the said Flat No. _____ to be constructed on the _____ floor measuring an area _____ more or less on the SCHEDULE A LAND/PROPERTY including the user of the common space together with proportionate share of land inclusive proportionate share of individual staircase and circulation area of the said building area at a total sum of _____ only (approx) more or less.
2. The INTENDING PURCHASER have also agreed to pay the cost of installation of the Electric Meter and all legal expenses will be borne by the INTENDING PURCHASER for the registration of the said flat. It is paid by the purchasers.
- 2 (a). The INTENDING PURCHASER have also agreed to pay the cost of installation of the Transformer & Generator as their share amounting lump sum of _____ (Rupees _____ Thousand) only per flat. For common and other expenses which is called (maintenance) Rs./- per sq.ft. for 6 months from the date of possession of the said flat.
3. The INTENDING PURCHASER have paid this day a sum of Rs. _____ only as advance the receipt whereof the DEVELOPER hereby admits and acknowledges. The amount is paid by cheques. Cheque no. dated on against _____
4. The INTENDING PURCHASER shall pay the balance amount in the following manner :

(a) The purchasers shall pay a sum of Rs _____ only to the INTENDING PURCHASER within seven days from the date of completion of the floor-level of said floor.

(b) The INTENDING PURCHASER shall pay a sum of _____ only to the DEVELOPER within seven days from the date of completion of the roof casting.

(c) The INTENDING PURCHASER shall pay a sum of _____ only to the DEVELOPER within seven days from the date of completion of the brick-walls-including-inside-plaster.

d) The INTENDING PURCHASER shall pay a sum of _____ only to DEVELOPER within seven days from the date of completion of plaster of paris, floor casting and fitting of window and door frame.

e) The INTENDING PURCHASER shall pay the last balance amount to the DEVELOPER at _____ the time of delivery of possession by the DEVELOPER to the INTENDING PURCHASER amounting to only.

5. The DEVELOPER has agreed to handover possession of the said flat to the INTENDING PURCHASER within 24 months from the date of signing this agreement. The INTENDING PURCHASER has also agreed to give an extension of six months to the DEVELOPER if necessary for any hindrance due to any unforeseen reason.

6. The DEVELOPER do hereby declare that the aforesaid flat agreed to be sold is free from all encumbrances.

7. The possession of the said flat shall not be given by the DEVELOPER to the INTENDING PURCHASER until and unless all payments required to be made under this Agreement by the INTENDING PURCHASER are paid in full to the DEVELOPER.

8. All costs for preparation, execution and registration of the said deed of sale or the document of transfer, including the cost for stamp duty and registration fee, shall be borne by the INTENDING PURCHASER and the INTENDING PURCHASER shall be at liberty to prepare the said deed of the sale and make arrangement for the registration thereof by the lawyer of the DEVELOPER. But the draft of the said deed of sale shall be approved by the DEVELOPER prior to execution and registration thereof.

9. Any tax (like service tax etc.) should be borne by the INTENDING PURCHASER time to time in force by the Government or any other Authority.

10. After the execution and registration of all the Deeds of Sale or the Deed of Transfer in respect of all the Flats of Schedule 'A' buildings in favour of all the buyers of those Flats, the owners of the Flats shall form an Association and after the formation of the said Association No. responsibility of the First Party to maintaining and supervising the schedule 'A' buildings.

11. Till handover the possession of the said flat to the purchasers the DEVELOPER shall be liable and/or responsible for the maintenance and supervision of the Schedule 'B' flat and also for the maintenance of the common areas or common facilities, mentioned in the schedule 'D' hereunder written and the INTENDING PURCHASER shall pay the proportionate maintenance cost of the common areas or common facilities as will be determined by the

DEVELOPER, till the transfer of responsibility as aforesaid. After getting the possession the INTENDING PURCHASER shall pay the taxes in respect of the flat either to the DEVELOPER, if such payment is required to be made through the DEVELOPER or to the competent authority direct.

12. The INTENDING PURCHASER shall pay all the amount payable in respect of purchase of the aforesaid flat as per terms of this agreement as and when the same shall become due and payable. The DEVELOPER shall not be bound to give any notice to the INTENDING PURCHASER demanding such payment and the non-service of such demand notice shall not be an excuse for such non-payment.

13. If the INTENDING PURCHASER failed to pay any of the payment in respect of purchase of the flat mentioned in the Schedule 'B' below then the DEVELOPER has every right to cancel the agreement and to sell out the said flat to any other buyer after giving just one month notice to the INTENDING PURCHASER of this agreement.

In case of cancellation of the Flat by the DEVELOPER, the DEVELOPER will repay the total paid money to the INTENDING PURCHASER (Which is paid by the INTENDING PURCHASER) after further agreement of sell of that Flat.

14. The Purchasers shall use the common parts and common portions strictly required for passage for ingress to and egress from the said area.

15. Out of sanction from the Purulia Municipality the purchasers shall not make or cause to be made any addition or alternation or construction of permanent nature in the said area or any part thereof

affecting the R.C.C. structure or Brick wall or causing any damage to the building.

16. If INTENDING PURCHASER wants to change any finishing materials specified by DEVELOPER, the entire cost of that materials including fitting & fixing the same should be borne by the INTENDING PURCHASER, and the INTENDING PURCHASER will not deduct any amount for the same.

17. All disputes and differences which shall at any time hereinafter arise between the parties hereto in respect of the construction of terms of the agreement or concerning anything herein contained or arising out of this agreement as to the right liabilities or duties of the parties hereto whether during the subsistence or after termination of this agreement the same shall be referred to the joint arbitration of two arbitrators one each to be appointed by the Developer And Purchasers as per provision contained in Arbitration Act.

18. The INTENDING PURCHASER shall have the right and liberty to transfer sell, assign, mortgage, lease or let out his interest in the area the Flat space which one is purchased by him.

19. The parties hereto undertake to be kept indemnity each other against any lost and damage suffered by either parties.

Schedule - 'A'

District- Purulia, P.S.-Purulia(T), Mouza with J.L. No. Purulia (2) Khatian No. 3108, Plot No. 9898, with total mutated area (in acres) 0.0120. (Classification: Viti)

District- Purulia, P.S.-Purulia(T), Mouza with J.L. No. Purulia (2) Khatian No. 3108, Plot No. 9899, with total mutated area (in acres) 0.0188. (Classification:-Bastu)

District- Purulia, P.S.-Purulia(T), Mouza with J.L. No. Purulia (2)
Khatian No. 3081, Plot No. 9900, with total mutated area (in acres)
0.0362. (Classification: Bastu)

District- Purulia, P.S.-Purulia(T), Mouza with J.L. No. Purulia (2)
Khatian No. 3081, Plot No. 9901, with total mutated area (in acres)
0.0275. (Classification: Bastu)

(total measuring 9.45 decimals) within Purulia Municipal Ward No.
20, Holding No. 323)

Bounded by-

North : Premises of Amar Chandra Mandal

South:- Premises of Pranab Kumar Das.

East : Ramcharan Babu Street (12ft-wide road).

West: Houses of Jagannath Hazra.

Schedule B :-

All that piece and parcel of flat measuringSft. (Super Built Area) more or less i.e builtup area of the flat Sft. plus% common area as mentioned in schedule 'D' Sft. on the floor being on the _____ side situated at of Purulia Municipal ward No. together with undivided proportionate share of land underneath as described in Schedule 'A' below along with right of user of the common areas and facilities as mentioned in Schedule 'D' below with the sole exclusively, transferable and irrevocable right to use the same together with the right of ingress thereto and egress, there from through the stair-case and main entrance together with the right of user of the roof of the building including sanitary fittings, electrical wiring, drainage, sewerage and water supply connection provided for together with such

other rights liberties, interest, privileges and claims which the purchasers may have and shall be provided by the Developer First Party in the said building more clearly delineated in the Plan.

The Schedule 'C' above referred to :

all that materials to be used for construction of the flat at the first floor of premises shall be to the specification as fully mentioned and stated hereunder :-

Building : R.C.C. framed multistoried building the iron-rods cement etc. should be of good quality (ISI) from known company/companies of repute.

Walls : Brick Masonry 8" inches thick, partition 4" thick cement-plaster on both sides, plaster of parish/wall-patty on inside not coloured.

Windows : Aluminum Channel Shutter Window with grill & 3mm. glass.

doors : Wooden Jam frames and solid flash door shutter.

Flooring : Vitrified tiles (2'-0"x2'-0") in all floors. Toilet (1'-0"x1'-0")

Water Arrangement : Water shall be pumped from deep tube well to overhead tank and municipal water connection within premises.

Kitchen : Marble top with 2'-6" ht. Ceramic tiles over counter, Stainless Steel sink and reputed make PPR plumbing works.

Toilets : Toilets of Commode white coloured pan, white basin, shower, with upto 6 ft. height from floor, glaze tiles dado and reputed make

PPR plumbing works with essco. All ISI marked pipe.

Electricity : Fully concealed wiring of two light points one fan point and two plug points in each bedrooms and one TV connection point for one bedroom. Two light points and two plug points & one fan point in living room and dinning room, one T.V. connection point, one Freeze connection point. One light and one gizer point for one bathroom. One light, one power point, one exhaust fan for Kitchen and inverter / generator change over facility. AC point in master bed room. Elevator Two nos of elevator with interconnecting lobby. Fire Extinguisher in stair case in each floor, Elevator with one power backup Saleable Parking for Car & Bike, Municipal water supply line within complex

Schedule "D" above referred to :

COMMON PARTS/AREA

Stairs and stair case, Lobbies, water tank and its delivery pipe, passage for ingress and egress, installations comprised and fittings for common use in the Building, room of Darwan or caretaker of the Building, Electric meter space, Deep tube well, Drains and sewers from the building to Municipal drain, Boundary Wall and main gate, Machineries, plans and equipments for the common use of all the Unit holders.

In witness whereof the parties hereto execute this Agreement on the day, month and year first above written.

Witness

Signature of First Party –
DEVELOPER

Signature of Second Party –
-INTENDING PURCHASER