

**DEED OF AGREEMENT FOR SALE OF SHOP ROOM / UNIT FOR COMMERTIAL PURPOSE**

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

**BETWEEN**

**M/S RIYA CONSTRUCTION**, a Proprietorship Firm having its Office at 44 Sasadhar Ganguli Road, Radhakrishna More, Nilkuthidanga, P. O. Nilkuthidanga, P. S. Purulia Town, District Purulia West Bengal represented by its Proprietor Sri Ritik 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** of the **SECOND PART** (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):

**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, Jhunu@ Sanjit Karmakar, 3. Sabu@ Monojit Karmakar, 4. Chatu@ 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 1/7<sup>th</sup>

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 Karmakar transferred his 1/7<sup>th</sup> 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 4/7<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 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 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 INTENDING PURCHASER has agreed to purchase one SHOP ROOM measuring approximate an area of \_\_\_\_\_ square feet (including Super Built up Area which only means and includes proportionate share in common area, common passage and entrance of \_\_\_\_\_ floor) in \_\_\_\_\_ Floor on \_\_\_\_\_

\_\_\_\_\_side settled and agreed by and between the Developer and Purchaser of the said SHOP ROOM on ownership basis hereinafter referred to as 'The said SHOP ROOM' 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 entrance facility at a price of Rs. \_\_\_\_\_

\_\_\_\_\_only for 'The said SHOP ROOM' 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 'The said SHOP ROOM' and common amenities of commercial units/ Shop room of the building, i.e. half area of common walls full area of side & front wall and half area of front platform.

**AND**

**WHEREAS** the DEVELOPER the First Party has agreed to sell and the INTENDING PURCHASER the Second Party has agreed to purchase 'The said SHOP ROOM' measuring an area \_\_\_\_\_ square feet (approx.) of the Schedule 'A' building fully and fairly described in the Schedule 'B' hereunder written and hereinafter referred to as the Schedule 'B' 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 of the commercial area of the building.

**AND**

**WHEREAS** The DEVELOPER 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 'The said SHOP ROOM' to be constructed measuring \_\_\_\_\_ more or less as described in Schedule B below including the user of the common space of commercial area together with proportionate share of land at a total sum of \_\_\_\_\_ only (approx) more or less.
2. The INTENDING PURCHASER has 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 'The said SHOP ROOM' described in Schedule B below.
- 2(a). The Purchasers have also agreed to pay the cost of installation of the Transformer a lump sum of \_\_\_\_\_ (Rupees \_\_\_\_\_ Thousand) only per 'The said SHOP ROOM'. For common and other expenses which is called (maintenance) Rs. ..../- per sq.ft. for 6 months from the date of possession of the 'The said SHOP ROOM'.
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 cheque being Cheque no. .... dated on ..... against \_\_\_\_\_
4. The INTENDING PURCHASER shall pay the balance amount in the following manner :



(a) The INTENDING PURCHASER shall pay a sum of Rs \_\_\_\_\_ only to the first party 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 first party within seven days from the date of completion of the roof casting.

(c) The INTENDING PURCHASER shall pay a sum of \_\_\_\_\_ only to the first party 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 first party within seven days from the date of completion of plaster of paris, floor casting and fitting of door frame.

e) The INTENDING PURCHASER shall pay the last balance amount to the first party at the time of delivery of possession by the first party to the purchaser amounting to Rs. .... only.

5. The DEVELOPER DEVELOPER has agreed to handover possession of 'The said SHOP ROOM' to the Second Party 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 First Party Developer if necessary for any hindrance due to any unforeseen reason.

6. The DEVELOPER do hereby declare that 'The said SHOP ROOM' agreed to be sold is free from all encumbrances.

7. The possession of 'The said SHOP ROOM' 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 appropriate person nominated by the DEVELOPER. But the draft of the said deed of sale shall be approved by the INTENDING PURCHASER 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 Shop Rooms or Units of Commercial Portion of Schedule 'A' buildings in favour of all the buyers, the owners of the Shop Rooms/Units of Commercial portion shall form an Association and after the formation of the said Association no responsibility of the DEVELOPER to maintaining and supervising the schedule 'A' buildings.

11. Till handover the possession of the all Units of Commercial area of the building to the purchasers the DEVELOPER shall be liable and/or responsible for the maintenance and supervision of shop room described the Schedule 'B' and also for the maintenance of the common areas or common facilities of Commercial portion 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 'The said SHOP ROOM' 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 said SHOP ROOM' 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 said SHOP ROOM' mentioned in the Schedule 'B' below then the DEVELOPER has every right to cancel the agreement and to sell out 'The said SHOP ROOM' to any other buyer after giving just one-month notice to the INTENDING PURCHASER of this agreement.

In case of cancellation of the Agreement by the INTENDING PURCHASER, the DEVELOPER after deducting 25% of the total paid money (i.e. the amount paid by the INTENDING PURCHASER to the DEVELOPER) as compensation, will pay the balance amount to the INTENDING PURCHASER after further agreement of sell of 'The said SHOP ROOM' described in Schedule B below.

14. The INTENDING PURCHASER shall use the common parts and common portions of the Commercial portion strictly required for

passage for ingress to and egress from 'The said SHOP ROOM' described in Schedule B below.

15. Out of sanction from the Purulia Municipality the purchasers shall not make or cause to be made any addition or alternation or construction or permanent nature in the 'The said SHOP ROOM' 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 Intending Purchaser 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 said SHOP ROOM' which is purchased by him through registered deed of sale or registered instrument after paying full consideration amount.

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

20. The Intending Purchaser hereby covenants to keep from time to time and at all times, the walls, sewerage drains pipes and other fitting and fixtures and appurtenances thereto in good working condition and in good tenable repair and conditions and in particular to support and protect the parties of the building.

21. The Purchaser shall not be entitled to make any partition by metes and bounds in respect of the shop or space purchased by him.

22. The open areas in the premises as well as Building excluding the building which are not required for ingress or egress to and from 'The said SHOP ROOM' and/or space or for the utilities to 'The said SHOP ROOM' will be the exclusive property of the Developer and/or OWNER of the 'Deed of Development Agreement' with absolute right to sell, transfer and to dispose of the same or any part thereof and the Intending Purchaser shall have no claim over the same or by any part thereof.

23. Intending Purchaser agrees and undertakes to become a member of the Association of all members of the Building to be formed and shall in such case sign and execute all necessary papers and be bound by all the rules and regulations of the said Association will be by the Intending Purchaser with the co-owners.

THE INTENDING PURCHASER HEREBY UNDERTAKES COVENANTS -

- A. The Intending Purchaser shall not use and/or run business or activity in any form and in any manner which is unlawful or forbidden by Law in force.

B. The Intending Purchaser shall not run business of such articles and/or commodities which is highly inflammable, liquor shop, massage parlor, Spa, such articles or commodities which may cause health hazard and the Intending Purchaser shall not run manufacturing unit over 'The said SHOP ROOM'

**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 'The SHOP ROOM' measuring .....Sft. (Super Built Area which only means and includes proportionate share in common area, common passage and entrance of the floor wherein the shop-room situates) more or less i.e builtup area is ..... Sft. plus .....% common area, common passage and entrance 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 of the commercial portion of the Building with the sole exclusively, transferable and irrevocable right to use the 'The SHOP ROOM' together with the right of ingress thereto and egress, there from through entrance.

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