

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on 00^h Day of XXXX' 0000

By and Amongst

1. SRI SAMBHU KUMAR ROY alias SHAMBHU ROY, S/O- Late Gauranga Kumar Roy, **PAN- AKHPR8365G**, **2. SMT. RINA ROY**, W/O- Late Arun Kumar Roy, **PAN- AUJPR1040C**, **3. MRS. ANAMIKA ROY (BANIK)**, D/O- Late Arun Kumar Roy, W/O- Sri Subhadip Banik, **PAN- BFYPR8649E**, **4. MISS SUSMITA ROY**, D/O- Late Arun Kumar Roy, all are residing at Chotonilpur, P.O.-Sripally, P.S- Burdwan Sadar, Dist.- Purba Bardhaman, Pin- 713103, hereinafter referred to and called for the sake of brevity as the '**LAND OWNERS**' (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and

assigns) of the **FIRST PART**, all are represented by their lawfully Constituted Attorney named **DISA ENTERPRISE**, a Partnership Firm, appointed vide registered Deed of Power of Attorney being No. 020305689 for the year 2017, having its office at Baronilpur Road, Near Zila Sainik Bhawan, P.S.- Sripally, P.S.- Burdwan, Dist.- Purba Bardhaman, Pin-713103, represented by, as per mandate of Clause No.11 of the Deed of Partnership, one of its partner named **MR. GOURANGA SUNDAR MONDAL**, S/O- Late Sanat Kumar Mondal, **PAN-AKNPM2314G**, by nationality – Indian, by occupation- Business, residing at Baronilpur Road, Near Zila Sainik Bhawan, P.O.- Sripally, Dist.- Purba Bardhaman, Pin-713103.

AND

DISA ENTERPRISE, a Partnership Firm having its office at Baronilpur Road, Near Zila Sainik Bhawan, P.S.- Sripally, P.S.- Burdwan Sadar, Dist.- Purba Bardhaman, Pin-713103, represented by , as per mandate of Clause No.11 of the Deed of Partnership, one of its partner named **MR. GOURANGA SUNDAR MONDAL**, S/O- Late Sanat Kumar Mondal, **PAN-AKNPM2314G**, by nationality – Indian, by occupation- Business, residing at Baronilpur Road, Near Zila Sainik Bhawan, P.O.- Sripally, Dist.- Purba Bardhaman, Pin-713103, hereinafter referred to and called for the sake of brevity as the “**DEVELOPER** ” (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, legal representatives and assigns) of the of the **SECOND PART**.

AND

MR. XXXXXXXXXXXX, S/o- **XXXXXXXXXX**, **PAN- XXXXXXXXX**, by Occupation- **XXXXXX**, resident of **XXXXXXXXXXXXXXXXXXXX** hereinafter referred to and called for the sake of brevity as “**PURCHASER** ” (Which term or expression shall unless excluded by or

repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS the property measuring an area of 66 decimals in the R.S. Plot No. 794 corresponding to L.R. Plot No. 1686, comprised in R.S. Khatian No. 613 situated at Mouja- Balidanga, J.L. No. 35 under P.S. & Dist. Burdwan within the area of Burdwan Municipality, originally belonged to Peyari Mohan Mukhopadhyay and Kishori Mohan Mukhopadhyay both were sons of late Sarashi Mohan Mukhopadhyay.

AND WHEREAS said Peyari Mohan Mukhopadhyay and Kishori Mohan Mukhopadhyay while during their ownership and possession of the land having an area of 66 decimals in the R.S. Plot No. 794 corresponding to L.R. Plot No. 1686, comprised in R.S. Khatian No. 613 situated at Mouza- Balidanga, J.L. No. 35, under P.S. & Dist. Burdwan within the area of Burdwan Municipality transferred the same in favour of Dr.SripadaRanjanSen by a registered deed of sale deed no. 6099 for the year 1963 registered at the office of District Sub-Register on 13.08.1963.

AND WHEREAS said Dr. Sripada Ranjan Sen during his ownership and possession upon the entire land having an area of 66 decimals in the R.S. Plot No.- 794 corresponding to L.R. Plot No. -1686, comprised in R.S. Khatian No.- 613 situated at Mouza- Baliganda, J.L.No.- 35, under P.S. & Dist. Burdwan within the area of Burdwan Municipality, said Dr.Sripada Ranjan Sen out of 66 decimals of land transferred 16.5 cents/decimals in favour of Sri Gouranga Kumar Ray vide registered deed of sale being no. I-956 for the year 1980, 16.5 cents/decimals in favour of Sri Arun Kumar Roy vide registered deed of sale being no. I-957 for the year 1980, 16.5 cents/decimals in favour of Smt. Tarangini Roy vide registered deed of sale being no. I-958 for the 1980 and 16.5 cents/decimals in favour of Sri Shambhu Kumar Roy vide registered Deed of sale being no. I-959 for the year 1980 respectively. Consequently, said Gouranga Kumar Roy, Sri Arun Kumar Roy, Smt. Tarangini Roy and Sri ShambhuKumar Roy became the joint-owners of the land having an area of 66 decimals in the R.S. Plot No. 794 corresponding to L.R. plot No. -

1686, comprising in R.S. Khatina No. 613 situated at Mouza- Balidanga, J.L. No. 35 under P.S. & Dist. Burdwan within the area of Burdwan Municipality each having $\frac{1}{4}$ shares.

AND WHEREAS during his ownership and possession upon 16.5 decimals of land, out of the entire land having an area of 66 decimals in the R.S. Plot No.- 794 corresponding to L.R. Plot No.- 1686, comprised in R.S. Khatian No. 613 situated at Mouza- Balidanga, J.L.No. 35, under P.S. & Dist. Burdwan within the area of Burdwan Municipality, Mr. Gouranga Kumar Roy transferred 11.5 decimals of land in favour of different persons by dint of deed of sales and transferred the remaining 5 decimals of land in favour of his two sons namely Sri Arun Kumar Roy and Sri Shambhu Kumar Roy by a registered deed of gift being no. 7115 of 2003. Accordingly, Sri Arun Kumar Roy and Shambhu Kumar Roy jointly became the owner of $(16.5+16.5+05)= 38$ decimals of land.

AND WHEREAS during her ownership and possession upon 16.5 cents/decimals of land, out of the entire land having an area of 66 decimals in the R.S. Plot No.-794 corresponding to L.R. Plot NO. -1686, comprised in R.S. Khatian No.- 613 situated at Mouza- Baliganda, J.L.No. -35, under P.S. & Dist. Burdwan within the area of Burdwan Municipality, said Smt. Tarangini Roy died on 29.04.2002 leaving behind her husband Gouranga Kumar Roy, her two sons Sri Arun Kumar Roy and Sri Shambhu Kumar Roy and her two daughters namely Rekha Mondal (Roy) and Shikha Bhomik (Roy) as her only legal heirs and successors. Consequently, said Gouranga Kumar Roy, Arun Kumar Roy, Shambhu Kumar Roy, Rekha Mondal (Roy) and Shikha Bhomik (Roy) became the joint owners of 16.5 cents/decimals of land, left behind by Smt. Tarangini Roy, each having $\frac{1}{5}$ th shares therein.

AND WHEREAS during their ownership and possession the said Gouranga Kumar Roy, Rekha Mondal (Roy) and Shikha Bhomik (Roy) transferred their $\frac{3}{5}$ th shares or 9.9 decimals of land, acquired by them as legal heirs of deceased Smt. Tarangini Roy, in favour of Sri Arun Kumar Roy and Sri Shambhu Kumar Roy by a register deed of gift being no. I-4539 for the year 2009 executed on 16.05.2008, presented for registration on 16.05.2008, registration completed on

11.06.2009. Accordingly, said Shambhu Kumar Roy and Arun Kumar Roy became the owner of the entire $(16.5+16.5+05+ 16.5) = 54.5$ decimals of land, more fully described in the first schedule herein below.

AND WHEREAS after mutating his names in the L.R.R.O.R. as well as in the Municipal records, during his ownership and possession in ejmal with Sri Shambhu Kumar Roy, more fully described in the first schedule herein below, unfortunately Mr. Arun Kumar Roy died on 28.06.2009 leaving behind his wife Smt. Rina Roy, Mrs. Anamika Roy (Banik) and Minor Susmita Roy as his legal heirs and successors. Consequently, Smt. Rina Roy, Mrs. Anamika Roy (Banik) and Minor Susmita Roy jointly became owners and possessors of the undefined and un demarcated more or less 27.25 decimals of land, out of the total land of 54.5 decimals or 33 Cottah, more fully described in the first schedule herein below. Accordingly, Sri Shambhu Kumar Roy and Smt. Rina Roy, Mrs. Anamika Roy (Banik) and Minor Susmita Roy have become the joint owners of the land, more fully described in the first schedule hereinbelow.

AND WHEREAS during ownership and possession of the land, more fully described in the first schedule herein below, in ejmal, after mutating their names in the present L.R. R.O.R. as well as Municipal Records of Burdwan Municipality, said Shambhu Kumar Roy, Rina Roy, Anamika Roy decided to develop the land for potential use and financial benefit by constructing multi-stored residential complex, consisted of several flats and car-parking space thereon.

AND WHEREAS, thereafter, when the Land Owner No.4 herein named Miss Susmita Roy was minor, the Land Owner No.2 herein named Smt. Rina Roy, had filed an application under the Guardians and Wards Act (*Act VIII of 1890*) for her appointment as guardian in respect of person and property of Land Owner No.4 herein named Miss Susmita Roy, before the Hon' ble District Judge, Burdwan and the same had been registered as Miscellaneous Case No. 57/2010. Finally, the Hon'ble District Judge of Burdwan vide his order no. 50 dt.22.06.2015 passed in Miscellaneous Case No. 57/2010 granted permission to the Land Owner.2 namely Smt. Rina Roy to deal with the property of the then Minor Susmita Roy regarding selling, transferring or any

manner, whatsoever, she may deem fit and proper for the welfare and benefit of the Minor Susmita Roy.

AND WHEREAS, thereafter, for a considerable period of time the LAND OWNERS have been thinking of developing the said property in such manner as may yield them greater advantage together with providing flats and parking spaces for intending dwellers for their residential requirement but for paucity of funds could not materialize the same.

AND WHEREAS coming to know of the intention of the parties of the First Part the DEVELOPER **DISA ENTERPRISE**, a Partnership Firm having its office at Baronilpur Road, Near Zila Sainik Bhawan, P.s.- Sripally, P.S.& Dist.- Purba Bardhaman, Pin-713103, represented by its partners namely 1. SRI GOURANGA SUNDAR MONDAL, 2. SMT. SANJANA MONDAL, 3. ALOKE BHATTACHARJEE, approached before the OWNERS with an offer to develop the said land at its costs and expenses and in such a manner as to serve the purpose of the owners in terms of their requirements and desire.

AND WHEREAS the OWNERS have accepted the offer of the DEVELOPER, **DISA ENTERPRISE** and agreed to the proposal of the DEVELOPER for developing the lands, more fully described within the FIRST SCHEDULE below by constructing a multi-storied residential Complex, under the name & style “*DISA GOURTIRTHA ABASON*”, consisted of several self contained ownership flats and car-parking spaces together with other common facilities on the said land measuring about more or less 54.5 decimals or 33 cottahs or 23781 Sq. ft. at Mouza – Balidanga within the local limits of Burdwan Municipality, under ward no.-14, Holding No.-38, Chotonilpur West Para Mahalla.

AND WHEREAS the DEVELOPER herein upon making inspection and search has been satisfied fully as to the marketable title of the said land and the Developer has agreed with the proposal of the LAND OWNERS and thereafter, the LAND OWNERS herein have entered into a Development Agreement, which had been registered at the office of the A.D.S.R, being no.

020304402 for the year 2017, with DISA ENTERPRISE i.e. the DEVELOPER herein, to construct a multi-storied residential Complex, under the name & style “*DISA GOURTIRTHA ABASON*” on the land, more fully described within the FIRST SCHEDULE below, as per Sanctioned plan of Burdwan Municipality, by demolishing the old building. In pursuance of clause of the Development Agreement being no. 020304402 for the year 2017, the LAND OWNERS has executed Power of Attorney in favour of the DEVELOPER which has been registered as Developer’s Power of Attorney Deed being no. 020305689 for the year 2017.

AND WHEREAS in the Development Agreement being no. 020304402 for the year 2017, it have been duly stipulated and agreed that the DEVELOPER DISA ENTERPRISE will get 59% (fifty nine)percent of the total built up area of the 1st, 2nd & 3rd floor and 70% percent of the total built up area in respect of the 4th floor & above, to be sanctioned by the Burdwan Municipal Authority and 63% (Sixty Three) percent of car parking spaces at the basement & Ground floor at the proposed multi-stored residential complex, under the name & style “*DISA GOURTIRTHA ABASON*”, along with proportionate share in the lands, described within the FIRST SCHEDULE below as their allocation.

AND WHEREAS, thereafter, the DEVELOPER DISA ENTERPRISE in terms of the Development Agreement being no. 020304402 for the year 2017 and Developer’s Power of Attorney Deed being no. 020305689 for the year 2017 has already started the construction of the multi-storied building on the land, more fully described within the FIRST SCHEDULE below, under the name & style “*DISA GOURTIRTHA ABASON*” as per building plan sanctioned by the Burdwan Municipality.

AND WHEREAS by virtue of aforesaid registered Development Agreement being no. 020304402 for the year 2017 as well as by virtue of Developer’s Power of Attorney deed being no. 020305689 for the year 2017, the DEVELOPER/CONFIRMING PARTY have full and absolute power of entering into negotiation with the intending PURCHASER in respect of their own allocation including the proportionate share of land. It is noteworthy to mention here that in

the meantime the LAND OWNER NO.4 herein has attained majority on and from **16.02.2018**. On attaining her majority, being requested by the DEVELOPER herein, the LAND OWNER No.4 herein out of her own accord by swearing an affidavit on 12.04.2019 before the Ld. Executive Magistrate, Purba Bardhaman, confirmed the terms, conditions and allocations, stipulated and incorporated in the aforesaid Registered Development Agreement being No. 4402 for the year 2017 & Developer's Power of Attorney being no 020305689 for the year 2017 and affirmed that the said terms, conditions and allocations, stipulated and incorporated in aforesaid Registered Development Agreement being No. 4402 for the year 2017 & Developer's Power of Attorney being no 020305689 for the year 2017 shall remain valid, subsisting and binding on her in future, like as earlier. By swearing an affidavit on 12.04.2019, the LAND OWNER No.4 further declare that she shall not challenge the validity and legality of any terms and conditions stipulated and incorporated in the aforesaid Registered Development Agreement being no. 020304402 for the year 2017 as well as aforesaid registered Developer's Power of Attorney being no 020305689 for the year 2017, any time in future, before any Court of Law.

AND WHEREAS the DEVELOPER/CONFIRMING PARTY has decided to sell self contained flats and car parking spaces at the proposed multi-stored residential complex, under the name & style "DISA GOURTIRTHA ABASON", along with proportionate shares of the land to the intending PURCHASER.

AND WHEREAS the DEVELOPER/CONFIRMING PARTY have invited offer from intending PURCHASER. In response to that the PURCHASER herein has approached the DEVELOPER /CONFIRMING PARTY and expressed their desire to purchase the two Flats being No. A1e & A1g at the building namely "DISA GOURTIRTHA ABASON ", along with proportionate share of land of the First Schedule property, *on condition that both shall be joined together, with an aim and object to use and enjoy the same as a single flat/unit .*

AND WHEREAS the DEVELOPER/CONFIRMING PARTY accepted the condition of the PURCHASER and agreed to sell and the PURCHASER has agreed to purchase the entire Flat being No.XX & XX, as single flat/unit, to be identified as flat no. XXX on 0ST Floor, South East

Side of Block- XX, measuring Covered area of 0000 Sq. ft., more or less, Super built up area of 0000 Sq. ft., more or less and Four wheeler car parking spaces at the ground floor/Basement, measuring an area of 0000 Sq. Ft., more or less, *subject to final measurement of the concerned Flat & car parking space*, at the proposed multi-stored residential complex, under the name & style “DISA GOURTIRTHA ABASON”, to be constructed upon the land described in the First Schedule hereunder, *along with right to park a two wheeler at two wheelers parking space to be provided for common enjoyment* TOGETHER WITH proportionate share or interest of land, lift, and common areas and facilities free from all encumbrance, charges, liens, lispendences, attachments, acquisitions and requisitions and all other liabilities, whatsoever at the rate of Rs.0000/- per Sq. ft. for the flat as well as Rs 000000/- for Car parking Space, more fully and particularly described in the Second schedule hereunder written. Besides aforementioned consideration amount, the PURCHASER shall also pay to the DEVELOPER/CONFIRMING PARTY at the rate of Rs.000/- per Sq. ft. on Super Built Up Area as labour charge & material cost for doing Interior Decoration Jobs of the Flat. Thus the total payable amount is Rs.00,00000/- (Rupees Thirty Nine Lakhs Eighty Five Thousand Five Hundred Only) (Rs. 00,00,000/- as consideration of the Flat, Rs.0,00,000/- as consideration of Car Parking Space and Rs. 6,82,500/- as cost for Interior Decoration).

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO ON THE
FOLLOWING TERMS AND CONDITIONS:-

1. The OWNERS and DEVELOPER/CONFIRMING PARTY have agreed to sell and the PURCHASER has agreed to purchase a Flat bearing no.A1e & A1g, as single flat/unit, to be identified as flat no. XXX on 0st Floor, SOUTH EAST side of Block- A, measuring Covered area 0000 Sq. ft., more or less, Super built up area 0000 Sq. ft, more or less and Four wheeler car parking spaces at the ground floor/Basement, measuring an area 0000 Sq. Ft., more or less *subject to final measurement of the Flat & car parking space*, at the proposed multi-stored residential complex, under the name & style “DISA GOURTIRTHA ABASON” *along with right*

to park a two wheeler at two wheelers parking space to be provided for common enjoyment

TOGETHER WITH proportionate share or interest upon land together with the facility of common areas and facilities at the cost of Rs. 000,000/- (Rs. 0000/- per Sq. ft.) for flats, Rs. 0,00,000/- for Car parking Space, more fully and particularly described in the Second schedule hereunder written, as well as Rs. 0,00,000/- as cost for Interior Decoration, i.e. total Rs. 00000,500/- (XXXXXXXXXXXXXXXXXXXX Hundred Only).

2. That the PURCHASER has already paid Rs. 000,000/- (Rupees Three Lakhs Ten Thousand) only through A/c payee Cheque No. XXX dated. 00.00.0000 & Bank Transfer before execution of this agreement, as an advance (the receipt where of the OWNERS and DEVELOPER/CONFIRMING PARTY hereby admit and acknowledge). It is agreed by and between the PURCHASER and the DEVELOPER/CONFIRMING PARTY, that the remaining amount of Rs. 00000000/- (XXXXXXXXXXXXXXXXXXXX Hundred Only) to be paid by the PURCHASER to the DEVELOPER/CONFIRMING PARTY, in the manner as follows:-

- a) 25% after completion of the plinth level of the Block, to be constructed first, out of three Blocks.
- b) 10% after completion of the casting of the top of the Ground Floor of the Block-A.
- c) 10% after completion of the casting of the top of the 1st Floor of the Block-A.
- d) 10% after completion of the casting of the top of the 2nd Floor of the Block-A.
- e) 10% after completion of the casting of the top of the 3rd Floor of the Block-A.
- f) 10% after completion of the casting of the top of the 4th Floor of the Block-A.
- g) 10% after completion of the casting of the top of the 5th Floor of the Block-A.
- h) 5% after completion of the Brick work of the 1st Floor of the Block-A.

i) Remaining 10% of the amount at the time of delivery of possession of the flat.

3. Simultaneously with the execution of this agreement the OWNERS and DEVELOPER/CONFIRMING PARTY shall deliver to the PURCHASER all title deeds and other papers relating to the said premises and shall further agree to answer all requisition of title to be made by the PURCHASER'S Advocate

4. The construction of the said flat of the building shall be completed by the DEVELOPER/CONFIRMING PARTY on or with 31.12.2020 and the DEVELOPER/CONFIRMING PARTY will deliver possession of the Flat, more fully described in the second schedule here under, completely finished in all respect, to the PURCHASER on or within 31.12.2020.

5. The OWNERS and DEVELOPER/ CONFIRMING PARTY shall register the deed of Conveyance in respect of the flat and car parking space along with undivided proportionate share in the land, common areas and facilities in favour of the PURCHASER or nominee or nominees as may be specified, to pass and convey absolute title of the said land and flat unto the PURCHASER on or within 31.12.2020, *subject to payment of all the amount by the PURCHASER.*

6. The PURCHASER shall cause a proper search of the said land after the execution of this instrument and if a good marketable title has been found to be made out and the said land is found to be free from all encumbrances and attachments and other claims and is not affected by any notice or scheme or acquisitions or requisitions, the OWNERS as well as DEVELOPER/CONFIRMING PARTY on receiving full payment of the purchase money, shall register the Deed of Conveyance in respect of the flat and car parking space along with undivided proportionate share in the said land and common area and facilities in favour of the PURCHASER or his nominee or nominees as may be specified and convey absolute title of the said flat and car parking space unto, the PURCHASER.

7. The question of any defect or deficiency of title of the OWNERS as well as DEVELOPER/ CONFIRMING PARTY in respect of the said flat/ land does not arise, but nevertheless in the event of any defect or deficiency in title, if at all, being found, the OWNERS as well as DEVELOPER/CONFIRMING PARTY herein shall forthwith take all necessary steps to cure and/or rectify such defect at their own cost.

8. The OWNERS as well as DEVELOPER/ CONFIRMING PARTY are hereby legally bound to transfer the flat and car parking spaces along with undivided proportionate share/interest in the said land, completely and absolutely to the PURCHASER, to fulfil their part of obligations, subject to payment of entire consideration amount, the PURCHASER will be at liberty to enforce specific performance of agreement by instituting legal proceedings or at their option may sue for recovery price with interest and cost from the date of cancellation.

9. In the event of the title being found good and marketable and if the PURCHASER fails to fulfil their obligations under this agreement, the OWNERS as well as DEVELOPER/ CONFIRMING PARTY shall have liberty to cancel this agreement and forfeit 10% of the total consideration amount and refund the balance to the PURCHASER on or within 31.12.2020.

10. The costs for GST, Service tax and other taxes imposed/ to be imposed by the Government at the time of transferring the right, title and interest of the flat and car parking space, by executing Deed of Conveyance, shall be borne by the PURCHASER herein.

11. The PURCHASER shall not under any circumstance, make construction or alternation or be permitted to make construction or alternations on the verandah/ balconies/elevation and shall also not be allowed to interfere with and after the exterior decorations. Further no internal wall or structure, lying common with other flat owners, shall be permitted to be interfered with by any construction and alternations thereon by the PURCHASER or their representatives after the possession of the flat is taken by the PURCHASER.

12. The PURCHASER shall not use the flat in such manner, which may or is likely to cause nuisance or annoyance to occupation of others, nor shall use the same for any illegal or immoral purpose.

13. The PURCHASER shall not throw or accumulate any dirt, rubbish, rages or other refused and they shall have to accumulate the refused in special receptacles for the common use of all the flat owners.

14. The cost of maintenance, replacing, repairing, whitewashing, painting and decorating of the main structure of the said building and the exterior thereof and in particular the common portions i.e. the roof, terraces, landing and structure of the building, rain water pipes, water tanks, motor pumps, tube well, electrical wire, sewerage line and equipments in under or open the building enjoyed or used in common by the PURCHASER along with the other occupiers shall be borne jointly by them.

15. The cost of the cleaning, lightening, in the staircase, top roof and other parts of the buildings as enjoyed in common by the PURCHASER and only occupiers thereof will be jointly borne by them proportionately.

16. The salaries of durwans, securities, if any, electricians, sweepers etc. shall be borne proportionately by the PURCHASER and other occupiers of the building.

17. The cost of the repairs, replacement and maintenance of lights and other plumbing work including all other service charges of services rendered in common to all other occupiers, shall also be borne by the PURCHASER and the occupiers proportionately.

18. Save and except particulars residential Flat being no. **XXXXX on 1st Floor, South-East side of Block-A, measuring Covered area 0000 Sq. ft., more or less Super built up area 0000 Sq. ft., more or less and car parking spaces at the ground floor/Basement, measuring an area more or less XXXX Sq. ft.,** the PURCHASER shall have right to use along with other flat owners in respect of all open spaces, lobbies, staircase, terraces, roofs, outside walls of the apartment, Building.

19. So long as each flat of the building shall not be separately assessed for the taxes, the PURCHASER shall pay a proportionate share of the Municipal taxes and other taxes and such proportionate tax shall be made on the basis of the area acquired by the PURCHASER and the same shall be final and binding.

20. The DEVELOPER/ CONFIRMING PARTY will carry out the maintenance responsibility of the common areas & facilities of the Apartment *named DISA GOURTIRTHA ABASON*, at its own responsibility till formation of the Apartment/Flat Owners Association, subject to collection of maintenance charge @ 1.50 paise per Sq. Ft per month from the PURCHASER. The PURCHASER along with other OWNERS/OCCUPIERS of the said building *named DISA GOURTIRTHA ABASON*, shall form Apartment/Flat Owners Association. After formation of the Apartment/Flat Owners Association, the PURCHASER herein, as member of the Apartment/Flat Owners Association of *DISA GOURTIRTHA ABASON*, shall enter into and execute, Maintenance Responsibility & Liability Entrustment Agreement with the *DEVELOPER/CONFIRMING PARTY herein, to entrust and handover the future* maintenance responsibility & liability of *DISA GOURTIRTHA ABASON to the DEVELOPER/CONFIRMING PARTY herein* , for all times to come, on the terms & conditions including payment of maintenance charges, to be decided before execution of the aforementioned Maintenance Responsibility & Liability Entrustment Agreement.

21. The PURCHASER and other owners/ occupiers of *DISA GOURTIRTHA ABASON*, shall abide by and perform all rules, bye laws and regulations of the Apartment/Flat Owners Association and pay, proportionately, the necessary taxes, revenue and maintenance charges.

22. The PURCHASER shall not keep/store in the flat any inflammable combustible or any offensive articles, which shall be constituted any nuisance or annoyance to the occupiers of the other flats of the said building.

23. The PURCHASER will install the electric meter to his flat at their own cost. The OWNER as well as DEVELOPER/ CONFIRMING PARTY will render assistance for the same.

24. The OWNER as well as DEVELOPER/ CONFIRMING PARTY and the PURCHASER hereby agree and undertake from time to time and all time to sign and execute application for registration of the documents necessary and the PURCHASER shall not let, sell, transfer, convey, mortgage the Flat nor shall assign or part with the interest under the benefits of this agreement till all dues of whatsoever, nature owing by the PURCHASER to the OWNERS as well as DEVELOPER/ CONFIRMING PARTY are fully paid.

25. Until individual meter is installed, the PURCHASER will pay the unit consumed by an average rate.

26. Draft of all the agreement and Conveyance deeds for registration will be made by the DEVELOPER/ CONFIRMING PARTY's advocate. The cost of stamp duty, registration fees, as per assessment of the respective Govt. Dept. and all other taxes including GST, as will be applicable, will be borne by PURCHASER. The PURCHASER will also pay the amount, which will be equivalent to 2% of the Deed value, towards legal charges and incidental charges to the DEVELOPER/CONFIRMING PARTY.

THE FRIST SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE and parcel of 'BASTU' Land measuring about more or less 54.5 decimals or 33 cottahs or 23,760 Sq. ft. at Mouza- Balidanga, , J.L. No. -35, comprised in R.S. Khatian No.- 613 and L.R. Khantian No. -2055, 5842, 5843 and 5844, R.S. Plot No.-794 corresponding to L.R. Plot NO. -1686, under P.S. & Dist. Burdwan within the local limits of Burdwan Municipality, under ward no-14, Holding No.-38, Chotonilpur West Para Mahalla, butted and bounded:-

ON THE NORTH:	20ft. wide Itbahata Metal Road.
ON THE SOUTH:	Kamala Dighi.
ON THE EAST:	House of Shakti Pada Dutta.
ON THE WEST:	House of Arun Ghosh.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat and Car Parking Space)

ALL THAT piece and parcel of self compact and contained residential Flat being no. **XXXX**, measuring Covered Area 0000 Sq. ft., more or less, super built up area **0000 Sq. ft.**, more or less, consisting of bed rooms, Dining cum Drawing, kitchen, Toilet W.C. and Balconies, on the South-East side of the 1st Floor, Block-A and car parking space, having an area of 0000, more or less, on the Ground Floor/Basement of the multi-storied residential complex named “*DISA GOURTIRTHA ABASON* ” at being Municipal Holding No. 38, Mohalla- Chotonilpur West Para, within the limits of Burdwan Municipal, under Municipal Ward No.14, Police station- Burdwan, District :- Purba Bardhaman, within the FIRST SCHEDULE land , together with the proportionate undivided share of land of the FIRST SCHEUDLE, attributable to the said Flat & Car Parking Space having all common amenities and facilities thereto, more fully described and written in the THIRD SCHEUDLE hereunder along with all common amenities and facilities thereto.

THIRD SCHEDULE

(Common Area and Facilities)

Common area means and includes the undivided proportionate share in land and in common space in the building as follows:

1. (a) Main staircase and landing of all the floors.
(b) All RCC columns, walls & passages.
2. (a) Main entrance gate, open side-space, open front space ,open back space and common passage leading to main entrance gate and top roof of the said ground plus three storied building.

(b) All Entrances to & Exit from the building with all installations of common use & utility.

3. Water Pump, overhead water tank and underground reservoir and supply pipe line main distribution and Roof will be used for all owners for common purpose including T.V antenna, Aerial, drying cloth, no further loading on the Roof will be allowed.
4. Drainage and Sewers, septic tank.
5. Pump room, meter room.
6. Electric Meter Board & installations with electric fittings in common areas.
7. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the said building as or necessary for passage to and occupancy of the flats in common without causing any disturbances to other co-occupiers of the said building.
8. Room with W.C. in the Ground floor for use of Darwan/security staff, other place required to be kept vacant around the building.
9. Roof of the said building will be common for all flat owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Easements)

- a) The right of common passage in the entire common portion.
- b) The right of passage or utilities including connection for telephone, pipes, cables etc. through each and every portion of the building including the said unit.

- c) The right of support shelter and protection of each portion of the building by other and/or others thereof.
- d) The absolutely unfettered and unencumbered right over the common portions subject to the terms and conditions wherein contained.
- e) Such rights support easement and appurtenances as are usually held and occupied or enjoyed as part and parcel of the said undivided share in the said land and/or the said unit.
- f) The right with or without workmen and necessary material to enter upon the building including the said or any other unit for the purpose of repairing any the common portions of repairing any of the common portions or any appurtenances to any unit and or anything comprised in any entry and in all such common excepting emergency upon giving previous notice in writing to the Co-owners affected thereby.

THE FIFTH SCHEDULE ABOVE REFERRED TO :
NATURE OF JOBS TO BE DONE BY THE DEVELOPER

Foundation and

Super-structure :- The building shall be designed on reinforced cement concrete foundation with RCC Columns, Beams based on computerized programme and/or as per specification of the Architect, duly sanctioned by the Burdwan Municipal Authority.

Building :- R.C.C frame structure Building.

Wall :- Brick wall with cement mortar, outer wall 8-10 inch, inner or Partition wall 5 inch.

Water Supply :- Pipe line to be drawn with standard fittings till the outer wall of kitchen and toilet from the overhead tank.

Sources of Water :- For supply of water electrically operated Submersible pump will be installed.

Painting :- Painting of outside of all the Blocks as well as the common areas shall be done by the Developer.

Flooring :- Flooring of common areas only shall be done by the Developer.

Electrification :- Electrification of the common areas and only the main electric line till the main door of each flat shall be installed by the Developer.

Windows :- All outer windows shall be done by the Developer by aluminium frame fitted with glass and necessary accessories.

THE SIXTH SCHEDULE ABOVE REFERRED TO

NATURE OF JOBS TO BE DONE BY INTENDING PURCHASER OF THEIR OWN COST BY THEIR OWN CHOICEABLE MATERIALS AND WORKMEN

Main Door and internal Doors:- Main as well as all internal doors shall be done by the intending purchaser(s) by his/ her/ their own cost and by their own choice able materials and workmen.

Toilet :- All Toilet related finishing jobs including materials shall be done/installed by the intending purchaser(s) by his/ her/ their own cost and by their own choice able materials/Brand and workmen.

Flooring :- Flooring of the respective Flat shall be done by the intending purchaser(s) by his/ her/ their own cost and by their own choice able materials and workmen.

Kitchen :- All Kitchen related finishing jobs including materials shall be done/installed by the intending purchaser(s) by his/ her/ their own cost and by their own choice able materials/Brand and workmen.

Windows :- All inside windows shall be done by the intending purchaser(s) by their own choice able materials and workmen.

Electrification :- Inside electrification of his/ her/ their respective flat shall be completed by the intending purchaser(s) by their own cost as well as by installing their own choice able materials/Brand through their choice able workmen.

N.B.-To avoid future complication it is mentioned herein that the words “Finish” in relation to the Jobs by the Developer, means the completion of the jobs mentioned in the Fifth Schedule herein above.

IN WITNESS WHEREOF both the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the developer at Burdwan

in Presence of:-

1.

SIGNATURE OF PATNER OF DISA ENTERPRISE
ON BEHLF OF OWNRES, AS THEIR LAWFULLY
CONSTITUTED ATTORNEY AS WELL AS
DEVELOPER/ CONFIRMING PARTY.

2.

SIGNATURE OF PURCHASER

Drafted by

(SUBRATA GHOSH)

Advocate

Dist. Judge's Court, Burdwan.

Enrollment No. - WB-1325/2002.

Typed by

(Subir Banerjee)

Dist. Judge's Court, Burdwan