

# **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE IS MADE ON THIS .....<sup>TH</sup> DAY OF .....  
OF 201..... (TWO THOUSAND .....) AT BURDWAN**

**Between**

**MR. ANANDO SAMONTA**, S/o Late Ranjit Samonta, by Nationality –Indian, by faith- Hindu, by profession – Business, resident of C/o Laxmi Roy, House No. 312, Hazra Math, P.O. Sripally, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; **PAN. AIEPS1212Q**; *herein after called and referred as the OWNER (which express on shall unless excluded his and his respective heirs, executors, administrators, legal representative and assigns) of the party of the FIRST PART* being represented by his constituent Power of Attorney Holder by virtue of Deed No. I-121 for the year 2019 duly registered at Book No. I, Volume No 203-2019, (Page No. 8727 to 8817) registered before the office of the A.D.S.R, Burdwan, being “**SRADHYA CONSTRUCTION**”, (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at Jilapibagan, P.O. Sripally, City & P.S. Barddhaman, Dist. Purba Barddhaman, Pin – 713103; having **PAN: ADGFS4179R**; being represented by its Managing Partners namely **1) MR. NARUGOPAL BHAKAT**, S/o Late Chandi Shankar Bhakat, by faith- Hindu, by profession – Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; **PAN: ADGPB5297F**; and **2) MRS. SUCHISMITA SAMANTA**, W/o Mr. Taraknath Samanta, by faith- Hindu, by profession – Business, resident of Golahat, Shakharipukur, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; **PAN: AMZPS9150J**;

**AND**

“**SRADHYA CONSTRUCTION**”, (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at Jilapibagan, P.O. Sripally, City & P.S. Barddhaman, Dist. Purba Barddhaman, Pin – 713103; having **PAN: ADGFS4179R**; being represented by its Managing Partners namely

- 1) MR. NARUGOPAL BHAKAT**, S/o Late Chandi Shankar Bhakat, by faith- Hindu, by profession – Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; **PAN: ADGPB5297F**; and

2) **MRS. SUCHISMITA SAMANTA**, W/o Mr. Taraknath Samanta, by faith-Hindu, by profession – Business, resident of Golahat, Shakhariapur, P.O. – Sripally, P.S. & Dist. Burdwan, Pin - 713103; **PAN: AMZPS9150J**; *herein after called the **DEVELOPER** (which express on shall unless excluded his/her/their/its respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**:*

**AND**

1. **MR.** ....., Son of ....., by Occupation – ....., by faith ....., by Nationality-Indian, resident of ....., ....., P.O....., P.S....., Dist....., Pin-.....; **PAN:** .....; *and*
2. **MRS.** ....., Wife of ....., by Occupation – ....., by faith ....., by Nationality-Indian, resident of ....., ....., P.O....., P.S....., Dist....., Pin-.....; **PAN:** .....; *herein called and referred as the **PURCHASERS cum VENDEES** (which express on shall unless excluded his/her/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **THIRD PART**.*

**WHEREAS** the OWNER is the sole and absolute owner and has absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the “**SAID PREMISES**”).

**AND WHEREAS**, the **First Schedule** mentioned Plot Numbers which are previously comprising in C.S. Khatian No. 16, R.S. Khatian No. 136 comprising in C.S. & R.S. Plot No. 115 and appertaining L.R. Khatian No. 3093 comprising in L.R. Plot No. 279 of “Bastu” Class of Land under the Sankharipur Mouza, J.L. No. 38, total measuring 15 Decimals and C.S. Khatian No. 15, comprising in C.S. & R.S. Plot No. 116 and appertaining L.R. Khatian No. 3093 comprising in L.R. Plot No. 280 of “Bastu” Class of Land

under the Sankharipukur Mouza, J.L. No. 38, total measuring 23 Decimals total measuring 38 Decimals situated within the jurisdiction of Burdwan Municipality of Ward No. 15 appertaining to previous Holding No. 63, subsequent Holding No. 84/3 and present Holding No. 146 of Sankharipukur Mahalla under the jurisdiction of P.S. Bardhaman, Dist. Purba Bardhaman within Sub-Registry Office at Burdwan was previously belonged to one Abinesh Chandra Bandopadhyay, S/o. Late Chandra Sekhar Bandopadhyay and while in absolute ownership & business of the aforesaid property Abinesh Bandopadhyay transferred his owned & possessed property in favour of Uma Sundari Devi, W/o. Gangadhar Samanta vide a registered Deed of Sale which has been executed on 10/02/1942 and registered on 16/02/1942 before the office of Burdwan Sadar Registrar bearing deed on 524 for the 1942 and subsequently the said Uma Sundari Devi since purchase became absolute owner and possessor of the scheduled property and got her name recorded in the record of rights & continued to pay land revenues and taxes.

**AND WHEREAS** Uma Sundari Debi @ Devi, W/o. Late Gangadhar Samanta during her life time executed a WILL on 24/09/1975 corresponding to the Aswin 1382 B.S. which was registered before District Sub-Registrar Alipore, being No. 149 of 1975 and thereby bequeath her all movable and immovable properties including the scheduled property in the name of her respective heirs.

**AND WHEREAS** the schedule mentioned property has been bequeathed in the name of Chabi Rani Debi, W/o Ranjit Samanta by Uma Sundari Devi vide her registered will being No. III-149 for the year 1975, Book No. III, Volume No. 10, Pages No. 47 to 48 at the District Sub-Registrar, Alipore.

**AND WHEREAS** Uma Sundari Devi *alias* Debi died on 19/01/1994 and after her death the aforesaid will has been filed an application being No. 125 of 1994 for grant of & accordingly the Hon'ble High Court at Calcutta has granted probate of the said Will to the executor.

**AND WHEREAS** after the grant of probate of the will Chabi Rani Debi *alias* Chabi Samonta *alias* Chabi Samanta became owner and possessor of the

schedule property & got her name recorded in the record of right & continued to pay land revenues and taxes in her name.

**AND WHEREAS** Chabi Rani Debi *alias* Chabi Samonta *alias* Chabi Samanta continued to possess the scheduled property freely & openly within the knowledge of everybody.

**AND WHEREAS** Chabi Rani Debi *alias* Chabi Samonta *alias* Chabi Samanta during her uninterrupted ownership & possession of the scheduled property transferred the scheduled property on 23/11/2014 in favour of her son Anando Samonta, S/o. Late Ranjit Samonta vide registered deed of gift being no. 7010 for the year 2014, before A.D.S.R., Burdwan.

**AND WHEREAS** the present OWNER namely Anando Samonta since 23/11/2014 became absolute owner & possessor of the scheduled property & got his name recorded in the L.R. record of right under Khatian No. 3093 & mutated his name in the office of the Burdwan Municipality & is paying and revenues and taxes of the scheduled property accordingly and accordingly started the process to discharge his legal obligations of payment of Govt. rents etc. in the name on appropriate receipt thereof and thereby has acquired absolute title in the said property to which he is entitled. Hence the OWNER has acquired a good title over the **First Schedule** mentioned property without any interference or intervention of any or by any other person.

**AND WHEREAS** there was a large portion of vacant land with huge structure thereon being the First Schedule mentioned Property which was not maintained and which was more specifically described below and thereby the **OWNER** has taken decision to construct of multistoried commercial cum residential building inclusive of Shops and Offices and Flats/Residential Units and Car Parking Spaces by constructing building and to develop the premises i.e., the vacant land which is more specifically described in the First Schedule below and which is not being looked after by the OWNER due to his habitation uncertainty in the City of Burdwan and occupational requirement and dilemma and thereby the OWNER has taken decision to construct of Commercial cum Residential building inclusive of Shops and Offices and

Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the total land measuring 38 Decimals (A little More or Less).

**AND WHEREAS** the **OWNER** neither has the capacity nor has the ability both financially and technically and also nor has any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces cum housing and commercial complex by erecting multistoried building/buildings being the Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces.

**AND WHEREAS** the **DEVELOPER** is itself is a highly reputed developer Partnership Firm in the sector of Development and Promoting of Land and allied works and having more experience, knowledge and skill to develop the same. So the **OWNER** of the First Schedule mentioned property gave offer to the **DEVELOPER** to develop the First Schedule properties as mentioned below. In response to that offer the **DEVELOPER** has accepted the same on definite terms and conditions to develop the property with a project for construction of a building residential cum commercial purpose.

**AND WHEREAS** the **OWNER** and the **DEVELOPER** together entered into an Agreement for Development of the said proposed land and in pursuance of the said Agreement which was registered at the Office of the A.D.S.R., Burdwan and became Deed No. I-6968 for the year 2018 duly registered at Book No. I, Volume No 203-2018, (Page No. 130801 to 130891) registered before the office of the ADSR, Burdwan which is later on rescanned and renumbered vide P. No. 23/19 and became Deed No. I-121 for the year 2019 duly registered at Book No. I, Volume No 203-2019, (Page No. 8727 to 8817) registered before the office of the ADSR, Burdwan and in pursuance of the said Agreement the Developer started to raise and construct multistoried building comprised of Residential flats / residential unit / offices / shops/ commercial units / parking space on the basis of sanctioned building plan and by its own power would carry out the process of transfer to intending purchasers of flats / residential unit / offices / shops/ commercial units /

parking space comprising in the proposed building and would also realize the cost of construction of the flats / residential unit / offices / shops/ commercial units / parking space and common parts from the intending purchaser and the cost of the proportionate share of interest in the land described in the “**First Schedule**” mentioned hereunder and as would be proportionate to each such flats / residential unit / offices / shops/ commercial units / parking space and common parts through its Partner as well as the Power of Attorney Holder for and on behalf of itself whereas the OWNER will represent herself and upon receipt of such payment from the intending purchasers the OWNER directly and through her agent, shall select or/and elect the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flats / residential unit / offices / shops/ commercial units / parking space agreed to be acquired by the intending purchasers to the OWNER and DEVELOPER through its partner who would execute proper sale deed / conveyance deed in respect of the said undivided, impartible and indivisible interest in the land and it was resolved through the aforesaid meeting that all the aforesaid activity including the execution of documents and agreements or application loan from any bank or financial institution or in any Govt. Office or/and discharge of all duties regarding signing in the Deeds on behalf of the Firm etc. to done and to be executed by its Representative cum Managing Partner.

**AND WHEREAS** the aforesaid DEVELOPER through its partner started the process of making construction of the proposed multistoried building comprising several Residential Flats/Offices/Shops/Units and Car Parking Spaces whom the DEVELOPER through its partner would procure on its own and such intending purchaser shall pay consideration money to the OWNER for the Residential Flats/Units/Shops/Offices and Car Parking Spaces, as well as undivided proportionate and impartible share of the land out of the land described in the schedule hereunder written save and except the land which will be allotted in favour of the OWNER after constructing the said multistoried Residential cum Commercial Building as per the sanctioned plan from Burdwan Municipality and whereas the Super Built Up Area of every Flat

means super built-up area is the built up area plus proportionate area of common areas such as the lobby, lifts shaft, stairs, etc. The plinth area along with a share of all common areas proportionately divided amongst all unit owners makes up the super built-up area of Flat which in this case means 25% (Approx) (a little more or less) on and over the Covered Area and the Super Built Up area of Commercial Unit/Shop in this case means 40% (Approx.) (a little more or less) on and over the Covered Area.

**AND WHEREAS** the DEVELOPER submitted a scheme cum proposed plan in the name of the Owner before the Burdwan Municipality and in that regard the OWNER through the DEVELOPER got her proposed plan sanction and obtained Municipal Plan being Memo No. 599/E/VII-4 dated 06/10/2018 along with the Map of Plan bearing Regd. (Enclo.) No. 1183 dated 11/09/2018 with the permission to construct one Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Commercial cum Residential Building and one Ground (G) Plus (+) Seven (7) Storied Residential Building consisting of several Flats and Parking Spaces.

**AND WHEREAS** the PURCHASERS, being the party of the THIRD PART decided to purchase one flat whereas the said Flat being the **Flat No.** “.....”, (Also known as **Flat No.** .....) [**Block No. A**] on the .....<sup>th</sup> (.....) **Floor** portion measuring Carpet Area of ..... **Sq. Ft.** and Covered Up Area of ..... **Sq. Ft.** and Super Built Up Area of ..... **Sq. Ft.** (inclusive of 25% Super Built Up Area Percentage) (A Little More or Less) together with undivided proportionate share in land and common benefits and also one Covered Four Wheeler Parking Space measuring ..... **Sq. Ft.** (A Little More or Less) in the Basement at or for total consideration of **Rs.** ...../- (**Rupees ..... Lakhs Only**) for the Flat and the Parking Space.

**NOW THIS AGREEMENT WITNESSETH IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:-**

1. The purchaser(s) confirm to have inspected and examined the title in respect of the land he is fully satisfied with the title of the land owner



free from all encumbrances and covenants not to raise any objection thereto in future.

2. The purchaser(s) have also inspected the various Agreements power of attorney herein before referred and the building plan be sanctified by the Burdwan Municipality and also satisfied and convinced with the right of the DEVELOPER through its managing partners to enter into this agreements.
3. The OWNER through his representative cum Power of Attorney Holder and DEVELOPER through its managing partner agree sell and transfer to cause to be sold and transferred in favour of the Purchaser and the Purchaser hereby agrees to purchase ALL THAT the said flat with the undivided share or interest in the said land referred in the SECOND SCHEDULE hereunder written.
4. The OWNER through the DEVELOPER through its partner does hereby agree and undertake to execute or cause to be executed the deed of conveyance in favour of the Purchaser of the said flat and parking space together with undivided proportionate share in land.
5. The flat shall be completed as per specification and standard materials within 36 Months from the date of agreement subject to the delay due to circumstances control of the DEVELOPER through its partner being FORCE MAJEURE.
6. The except especially provided herein, the terms and condition of all the resolutions adopted by the DEVELOPER through its managing partners shall be binding on the Purchaser herein so far as may be applicable.
7. That the Purchaser shall not do any act, deed or thing whereby the construction or development of the said building or property is in any way hindered delayed or impeded with not shall in any way commit prejudice of the terms and condition and further that if due to any action directly or indirect of the purchaser the work be stopped, then the Purchaser shall be liable pay to the DEVELOPER through its

managing partners all cost and damages so suffered by the DEVELOPER through its managing partners.

8. The Purchaser shall not, mortgage, assign or any way alienate or encumber the benefits of the agreement without prior consent in writing of the DEVELOPER through its managing partners during the construction period.
9. In Consideration of the DEVELOPER through its managing partners having agreed to sell the said Flat, the Purchasers shall pay to the DEVELOPER through its partner a total sum of **Rs. ....../-** (**Rupees ..... Only**).
10. That at the time of Booking of this Flat and Parking Space the Purchasers have paid **Rs. ....../-** (**Rupees ..... Only**) through **Cheque Payment** vide **Cheque No. "....."** of ..... **Bank**, dated ...../...../201..... and vide **Cheque No. "....."** of ..... **Bank**, dated ...../...../201....., total amounting to **Rs. ....../-** (**Rupees ..... Only**) in advance at the time of the Agreement to the DEVELOPER through its partner as advance money and balance of the purchase money shall be paid in the manner specified in 3<sup>rd</sup> Schedule.
11. Time for payment is the essential of the contract and the Purchasers hereby agrees not to withhold payment for any reason whatsoever or howsoever.
12. The Purchasers shall make all payments directly to the DEVELOPER through its partner against acknowledgement receipt.
13. All the amounts which shall become due and payable to the DEVELOPER through its partner by the Purchasers hereunder shall remain charge on the purchaser's entire right, title and interest in the said Flat .
14. If the Purchasers fail to make payment of any installment or installments on the stipulate dates or within 7 days of service of notice

or payment shall pay penalty at the rate of 24% per annum or 2% per month or part thereof on all sums of money becoming due. And if such default continues for a period of another 7 days then the DEVELOPER through its partner shall have lawful right to cancel this agreement without any further notice to the Purchasers as this agreement serves sufficient notice in advance and after such cancellation the developer shall have full right and authority to sell the said flat to any other person without any reference to the purchaser and DEVELOPER through its partner shall refund the paid up money after deduction of 20% thereof.

15. If the Purchasers at any time want to withdraw or cancel the booking, the money so deposited or paid by the Purchasers will be refunded without interest, but after deduction of 20% of paid up money as and by way of liquidated damaged and documentation charge and the refund shall be made immediately after sale of the herein subject flat.
16. Nothing contained herein shall be construed a present, demise or transfer by the OWNER and/or DEVELOPER through its partner in favour of the Purchasers nor this agreement shall be construed to be a transaction in the nature of part performance of contract within the meaning of Sec. 53A of Transfer of Property Act and such demise or transfer shall take effect only to on full and final payment of total consideration agreed to be paid by the purchaser to the DEVELOPER through its partner as specified in 3<sup>rd</sup> Schedule.
17. The DEVELOPER through its partner shall construct the said building with standard materials and as per annexed specification.
18. Until the completion of the said flat and/or other flats in the said building the DEVELOPER through its partner shall remain in the exclusive possession and the Purchasers shall not in any way disturb or cause to be disturbed the peaceful and quite possession of the DEVELOPER through its partner and shall not obstruct or restrict the right of the OWNER and/or DEVELOPER through its partner to use the

men and materials every passage of the building for such purpose as the OWNER and/or DEVELOPER through its partner in its discretion deem fit and proper.

19. The OWNER and/or DEVELOPER through its partner shall give notice to the Purchasers for taking delivery of possession of the flat and within 15 days from the date of such notice the Purchasers shall take up over possession of the said flat upon payment of full consideration money and other dues if any payable by the Purchasers to the DEVELOPER through its partner under this Agreement. If the DEVELOPER through its partner fails to hand over the possession of the flat on the due date stated aforesaid in spite of Purchasers having paid the full consideration punctually on the fixed specified dated in such event the Purchasers shall have right to claim and demand penal interest from the DEVELOPER through its partner @ 24% per annum or 2% per month on the paid up amount, provided if the delay caused due to any force majeure or the reason beyond control of the developer being known and accepted in general in such event the penal interest shall not be payable by the DEVELOPER through its partner.
20. The Purchasers also agree to pay to the DEVELOPER through its partner in addition to the consideration herein above all charges and costs for any extra work or additional facility provided for in the said flat under instruction of the Purchasers and the said payment shall be made in advance.
21. The Purchasers shall regularly and punctually make payment of such sum towards maintenance charges and other outgoing as mentioned in the aforesaid schedule hereunder written which may be determined by the DEVELOPER through its partner /Transferees of all the flats in the said building is formed.
22. The Purchasers shall pay of the legal charges and statutory dues for the purpose of registration of the said flat with undivided proportionate share of land and only the Advocate of the DEVELOPER Firm will have

sole authority and power to draft the Deeds including the Sale Deed and the purchaser can neither raise any objection in this regard nor can appoint any other Advocate to draft the Deed and the Fees of such Legal Expenses will be 1% of the total Consideration Amount of the Flat which is to be paid by the Purchaser only.

23. So long as such flat in the said building shall not be separately assessed for the purpose of Municipal Taxes maintenance charges and water charges and purchaser shall pay proportionate share or water taxes, maintenance charges and Municipal Taxes and other taxes assessed on the whole building including the charges for consumption on electricity. Such proportion shall be determined by the DEVELOPER through its partner on the basis of the area of such flat in the said building.
24. The Purchasers shall have no claim in any other part or portion of the building of the building save and except the said flat hereby agreed to be acquired by him.
25. The Purchasers shall not store in the said residential flat or elsewhere in the building any hazards or combustible natures of article or thing or which are too heavy to effect the construction of the said building.
26. The Purchasers shall not decorate the exterior of the said building otherwise than in a manner agreed by the DEVELOPER through its partner or in a manner as near as may be in which it has previously decorated.
27. The Purchasers shall use the said flat and parking only for the purpose of residence.
28. The Purchasers shall pay proportionate cost of installation of Transformer and shall also pay proportionate cost of installation of main meter of the building as per pro-rata basis and proportionate payable amount.

29. The Purchasers shall pay separate amount to get the individual electric meter in his flat shall also pay security deposit to the WBSEDCL for installation of the said Electric Meter.
30. The Purchasers shall not be liable to pay any cost of installation of Lift in the building.
31. The Purchasers shall have to pay proportionate share in electric supply meter consumption to the DEVELOPER through its partner for electricity used from common meter.
32. The Purchasers shall not deposit or permitted to deposit any rubbish good, article in the staircase or in any common part of the said building.
33. The Purchasers shall not break or remove any walls of the flat and shall not open any new windows or door without sanction of Burdwan Municipality and shall not commit or permit to be committed any alteration or change any pipes, conducts, cables and other fixtures and fittings serving the said building of the said flat.
34. The Purchasers shall be a member of the Association or Organization of the owners to be formed after completion of sale of all the flats and other spaces and shall abide by the rules and regulations of the said Association and shall pay proportionate cost and maintenance charges to the said Association.
35. That after payment to full consideration money and other specified charges, the DEVELOPER through its partner shall deliver the possession of the said flat and shall execute and register Deed of Conveyance in favour of the purchaser.
36. All documents, deed or conveyance as shall be drafted and prepared and registered by the DEVELOPER's Advocate, and none other else and the purchaser hereby agreed to accept the same without raising any objection thereto in future and the Purchasers also agree to pay the professional fees of the advocate and charges and all registration cost, stamp duty and expenses.

37. Any notice required to be given by the OWNER and/or DEVELOPER shall without prejudice to any other mode or service valuable to be deemed to have been served on the Purchasers if delivered by hand or sent by prepaid registered post to the purchaser and shall likewise be deemed to have been served on the OWNER and/or DEVELOPER if delivered by hand or sent by prepaid registered post to the office of the DEVELOPER.
38. This agreement containing entire agreements of the parties and no oral representation or statement shall not be considered valid and binding on the parties not shall any provision of this agreement shall be terminated or waived except by written consent by both parties and also due to non compliance of obligation of either of the parties. The purchaser acknowledges upon signing this agreement that no agreement, conditions, stipulation, guarantees or warranties have been made by the DEVELOPER or its agents other than what a specifically set forth herein.
39. After signing of this agreement if subsequently it is found that the papers and documents as supplied by the transferor to the transferee are not correct or duly valid, the agreement as made hereto between the parties would stand cancelled at zero financial loss and/or liability of the transferee and the transferee would be entitled to get full refund of paid up money.
40. The Party to the THIRD PART being the TRANSFEREE will enjoy the right and privilege to obtain Loan from any Nationalize Bank or any other Financial Institution in order to obtain the said property as Assignee and in that connection the Party to the FIRST PART and SECOND PARTY will not be entitled to raise any objection on the contrary he will have to co-operate with the Party to the THIRD PART
41. All disputes and difference arising out of this agreement or in relation to the determination of any liability of the parties hereto or the construction and interpretation of any of the terms or meaning thereof

shall be referred to the arbitration under provision or Arbitration Act any statutory modification thereof from time to time in force and way given by the arbitrator shall be binding final and conclusive on the parties hereto and the appointment of the Arbitrator will solely be made by the FIRST PART and SECOND PART and the THIRD PART hereby jointly admit and confirm and undertake not to raise any objection in this regard.

42. The execution and registration of the Deed of Sale should be completed within 36 Months from the date of signing of this agreement at the transferee's own cost and expenses and for the same this Agreement should be effective for a period of 36 Months from the date of signing of this agreement unless the TRANSFEREE is prevented by the circumstances beyond the control of the TRANSFEREE, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure and in that event or in any other event the tenure of this agreement may extended after the initiation and mutual consent of the Parties to this Indenture.
43. That excess car parking space which are not purchased by the flat purchasers along with the flat shall remain absolute property of the DEVELOPER and the DEVELOPER shall have full right and authority to hold, to sell to any outsider, or to convert for commercial purpose and deal with same in any manner as the DEVELOPER deem fit and proper to the said purpose.
44. The Purchaser shall pay GST under the provision of Goods and Service Tax Act, 2017. If any payable before delivery of possession.
45. The name of the Building will be "**CHAYACHABI COMPLEX (BLOCK-A)**" and it shall be styled and recognized in the said name only and by no manner the purchaser or the association or any other person including the OWNERS will not be entitled to change the name of the Building by any means whatsoever.



46. Purchasers shall have to bear one year maintenance charges @ Rs. 2/- per Sq. Ft. per month which purchaser must pay as an advance to the DEVELOPER for one year after registration or delivery of possession of the Flat.
47. Only the appropriate courts at Burdwan, District- Purba Burdwan shall have the jurisdiction to entertain all disputes and actions between the parties herein.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**THE PREMISES**

**ALL THAT PIECE AND PARCEL OF THE LAND WITH UNDERCONSTRUCTION MULTISTOREID RESIDENTIAL CUM COMMERCIAL STRUCTURES THEREON** appertaining to previously comprising in C.S. Khatian No. 16, R.S. Khatian No. 136 comprising in R.S. Plot No. 115 and appertaining L.R. Khatian No. 3093 comprising in L.R. Plot No. 279 of "Bastu" Class of Land under the Sankharipukur Mouza, J.L. No. 38, total measuring 15 Decimals and C.S. Khatian No. 15, comprising in R.S. Plot No. 116 and appertaining L.R. Khatian No. 3093 comprising in L.R. Plot No. 280 of "Bastu" Class of Land under the Sankharipukur Mouza, J.L. No. 38, total measuring 23 Decimals whereas the aforesaid 2 (Two) Plots are total measuring 38 Decimals situated within the jurisdiction of Burdwan Municipality of Ward No. 15 appertaining to previous Holding No. 63, subsequent Holding No. 84/3 and present Holding No. 146 of Sankharipukur Mahalla under the jurisdiction of P.S. Bardhaman, Dist. Purba Bardhaman within Sub-Registry Office at Burdwan with presently an under-construction structure thereon scheduled to comprised of multiple Flats, Shops, Offices and Parking Spaces and the said construction is undergoing as per Municipal Plan being Memo No. 599/E/VII-4 dated 06/10/2018 along with the Map of Plan bearing Regd. (Enclo.) No. 1183 dated 11/09/2018 with the permission to construct one Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Commercial cum Residential Building and one Ground (G) Plus (+) Seven (7) Storied Residential Building named and styled as "**CHAYACHABI COMPLEX**".

**AND THE SAID PREMISES IS BUTTED AND BOUNDED BY.**

- On the North:**        *25 Feet 6 Inches Wide Sadarghat Road,*
- On the South:**       *Municipal Road and Part of R.S. Plot No. 119,*
- On the East:**        *12 Ft. wide Municipal Road and R.S. Plot No. 117, and*
- On the West:**        *Parts of R.S. Plot Nos. 112 and 114:*

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**PART-I**

**'SAID UNIT/FLAT'**

**ALL THAT PIECE AND PARCEL OF THE FLAT** being Flat No. ".....", (Also known as Flat No. ....) [Block No. A] on the .....<sup>th</sup> (.....) Floor portion measuring Carpet Area of ..... Sq. Ft. and Covered Up Area of ..... Sq. Ft. and Super Built Up Area of ..... Sq. Ft. (inclusive of 25% Super Built Up Area Percentage) (A Little More or Less) of the partly constructed **B+G+7** Storied Commercial cum Residential Building named and styled as "**CHAYACHABI COMPLEX (BLOCK-A)**" comprising of several Shops, Flats and Parking Spaces whereas the Flat being one Residential Flat on the .....<sup>th</sup> Floor together with the proportionate share of land contained at and under the said premises and further together with the common areas, benefits, amenities, facilities and others thereof of the Building/s Constructed and upon the premises fully described in First schedule above together with benefit of common areas and facilities referred to in the Fourth Schedule herein.

**PART- II**

**'SAID COVERED FOUR WHEELER PARKING SPACE'**

**ALL THAT PIECE AND PARCEL OF THE One Covered Car cum 4 (Four) Wheeler Parking Space** measuring an area of ..... Sq. Ft. in the **Basement** of the said Building is hereby agreed to be transferred or hereby agreed to be sold by the Owner through her Power of Attorney Holder and the Developer in favour of the Purchasers and the Purchasers have got the right to

obtain the said Covered Car cum 4 (Four) Wheeler Parking Space and it appertaining to Right of Parking in the specified area of the said Apartment.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**PART-I**

**Specified dates for making payments :-**

Consideration for the Undivided share and for construction and completion of the aforesaid **Unit/Flat** and Parking Space total AGREED CONSIDERATION of **Rs. ....../- (Rupees ..... Lakhs Only)** excluding GST, additional charges and other payable charges by the purchasers as stated above including the GST.

**PART-II**

**PAYMENT SCHEDULE**

- \*\* 1<sup>st</sup> Payment :-** At the Time of Booking of the said Flat and Parking Space and at the Time of Execution of this Agreement for Sale amounting **Rs. ....../- (Rupees ..... Only)** through **Cheque Payment** vide **Cheque No. "....."** of ..... **Bank**, dated ...../...../201..... and vide **Cheque No. "....."** of ..... **Bank**, dated ...../...../201....., total amounting to **Rs. ....../- (Rupees ..... Only)**.
- \*\* 2<sup>nd</sup> Payment** after execution of the agreement for sale Purchaser will pay part payment out of the agreed consideration amount calculating **20%** of the agreed consideration amount via Cheque/DD/RTGS/Cash.
- \*\* 3<sup>rd</sup> Payment** after completion of Piling of the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **10%** of the agreed consideration amount via Cheque/DD/RTGS/Cash.
- \*\* 4<sup>th</sup> Payment** after completion of Roof Casting of the Ground Floor the aforesaid proposed to be constructed building Purchaser will pay part

payment out of the agreed consideration amount calculating **10%** of the agreed consideration amount via Cheque/DD/RTGS/Cash.

**\*\* 5<sup>th</sup> Payment** after completion of Roof Casting of the 1<sup>st</sup> Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **10%** of the agreed consideration amount via Cheque/DD/RTGS/Cash adjusting the Booking Amount.

**\*\* 6<sup>th</sup> Payment** after completion of Roof Casting of the 2<sup>nd</sup> Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **10%** of the agreed consideration amount via Cheque/DD/RTGS/Cash.

**\*\* 7<sup>th</sup> Payment** after completion of Roof Casting of the 3<sup>rd</sup> Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **10%** of the agreed consideration amount via Cheque/DD/RTGS/Cash,

**\*\* 8<sup>th</sup> Payment** after completion of Roof Casting of the 4<sup>th</sup> Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **10%** of the agreed consideration amount via Cheque/DD/RTGS/Cash,

**\*\* 9<sup>th</sup> Payment** after completion of Roof Casting of the 5<sup>th</sup> Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **5%** of the agreed consideration amount via Cheque/DD/RTGS/Cash,

**\*\* 10<sup>th</sup> Payment** after completion of Roof Casting of the 6<sup>th</sup> Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **5%** of the agreed consideration amount via Cheque/DD/RTGS/Cash,

**\*\* 11<sup>th</sup> Payment** after completion of Roof Casting of the 7<sup>th</sup> Floor the aforesaid proposed to be constructed building Purchaser will pay part

payment out of the agreed consideration amount calculating 5% of the agreed consideration amount via Cheque/DD/RTGS/Cash,

**\*\* 12<sup>th</sup> Payment** at the Time of Registration/Taking Possession of the Flat rest payable amount of the agreed consideration amount via Cheque/DD/RTGS/Cash.

**\*\* Additional Payment:-** Save and Except other Additional Payments like GST, Maintenance Charges, Stamp Duty and Registration Fees and Legal Fees to be paid before Registration/Taking Possession of the Flat (whichever is earlier) and save and except other Additional Payments the Generator and Transformer cum Electricity Connection Charges amounting **Rs. 1,00,000/- (Rupees One Lakh Only)** to be paid before Registration/Taking Possession of the Flat (whichever is earlier).

**\*\*\*In case of default for payment as per Fifth Schedule Part-II, the purchaser will be liable to pay to the OWNER cum VENDOR as delay payment interest and compensation @ 24% per annum.**

#### **THE FOURTH SCHEDULE ABOVE REFERRED TO**

##### **(Common Area)**

1. Entrance and Exits to the Premises and the Building.
2. Stair Cases,
3. Stair Case Landings,
4. Stair Head Room and Lobbies on all the floor of the New Proposed Building,
5. Passage for Entrance,
6. Passage in between different blocks,
7. Pump (Deep Tube Well of adequate capacity to ensure round the clock),
8. Electric Meter & Electric Meter Space,
9. Electric/Utility room, Water Pump room, Generator Room (if any),
10. Septic Tanks,
11. Boundary Walls with Entrance Gate,

12. Underground water reservoirs (if any),
13. Overhead Water Tank,
14. Transformer and space (if any),
15. Lift/s (if any),
16. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
17. Lighting of the Common Portions.
18. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
19. Drainage and Sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
20. Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Common expenses)**

1. The expenses of maintaining repairing - decorating and renewing the main structure and in particular the draining system, sewerage system, rain water discharge arrangement, water, electricity supply system to all common areas, mentioned Schedule herein before.
2. The expenses of repairing, maintaining, white washing and colour washing the main structure, outer walls and common areas of the building.
3. The costs of cleaning and lighting the entrance of the building, the passages and spaces around the building lobby, staircase other common areas.
4. Salaries of all persons and other expenses for maintaining the said building.
5. Municipality taxes, water taxes, insurance premium and taxes and other taxes and outing whatsoever as may be applicable and /or payable on account of the said premises.

6. Such other expenses as May. Be necessary for or incidental to maintenance and up keeping the premises and common areas and amenities.

**(SPECIFICATION)**

**BUILDING STRUCTURE:-** Reinforced Cement Concrete (1:2:4),

**MAIN WALLS & PARTITION WALLS:-** 200 MM/250 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat/Shop/Office Separating Wall and Partition Walls inside the respectively,

**FLOOR:-** Vitrified Floor Tiles for Office and Shop and also for Flat in respect of all room, Verandah, Hall, Kitchen, Bath/Toilet.

**SKIRTING AND DADO:-** Vitrified Floor Tiles, the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet Glazed Titles will be used up to a height of 6 Ft. form Skirting).

**PLASTERING:-** Plastering to external walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

**WOODWORK AND JOINERY (FOR FLAT):-** 100 MM X 50 MM. Malaysian Sal Wood or equivalent section for Door frame, 32 mm. Thick solid core Wood door, Thickness of the shutter will be 32 mm. Main Door shutter for the OWNER will be made of quality Wood door.

**M. S. GRILL WORKS:-** All windows will be aluminium frame and fittings with necessary hardware fittings. The grill-works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

**PAINTING:-** All the internal wall surfaces and the ceiling will be finished with Plaster of parish.

The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished after necessary priming coat

**FINISHING WORKS FOR GROUND FLOOR:-** The Parking areas will be finished with neat cement finish.

**HARDWARE FITTINGS AND FIXTURES:-** All the hardware Fittings will be of aluminum. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

**ELECTRICAL WORKS:-** All the electrical lines will be concealed with copper wires. with PVC conduit. Each Unit will have the following electrical points.

**Each Shop and/cum/or Office Room** Two light points, One Plug point, One Fan Point.

**Each Bed Room** Two light points, One Plug point, One Fan Point.



**Living Room cum Dinning Space** Three light Points Two Fan Point, One Plug Point, one Freeze point.

**Kitchen** One light Point, One Power Point, One Exhaust fan point.

**Exhaust Fan** points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.

**WATER SUPPLY & DRAINAGE:-** One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

**TOILET FITTINGS & FIXTURES:-** Each toilet will be provided with one shower, one Anglo Indian/European commode. Necessary taps will be provided in the toilets and the floor will be of Vitrified Floor Tiles. One basin with tap will be installed at Dining Hall of each Flat.

**KITCHEN SPACE:-** In Flat, each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

**OVER HEAD TANK:-** Concrete or P.V.C.

**IN WITNESSES WHEREOF**, the OWNERS cum VENDORS, the DEVELOPER and the PURCHASERS cum VENDEES and WITNESSES after knowing the purpose and meaning of this Deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind on .....<sup>th</sup> ....., **2019**.

**Memo of Consideration**

The **FIRST PART** and The **SECOND PART** hereby doth admit and confirm about RECEIPT and RECEIVING of and from the within named **INTENDING PURCHASERS/TRANSFERREES** the sum of **Rs. ..../- (Rupees ..... Only)** in advance at the Time of Booking of the said Flat and Parking Space and at the Time of Execution of this Agreement for Sale amounting **Rs. ..../- (Rupees ..... Only)** through **Cheque Payment** vide **Cheque No. "....."** of ..... **Bank**, dated ...../...../201..... and vide **Cheque No. "....."** of ..... **Bank**, dated ...../...../201....., total amounting to **Rs. ..../- (Rupees ..... Only)** out of agreed and settled consideration amount of the Flat and Parking Space **Rs. ....,.....,...../- (Rupees ..... Only)** excluding GST, additional charges and other payable charges by the purchasers as stated above including the GST and additional expenses being the Transformer cum Electricity Connection Charges.

**WITNESSES:-**

1.

**MR. ANANDO SAMONTA,**

*being represented by their constituent Power of Attorney Holder "SRADHYA CONSTRUCTION",  
being represented by its Managing Partners*

2.

*namely 1) MR. NARUGOPAL BHAKAT, and 2)  
MRS. SUCHISMITA SAMANTA*

*“SRADHYA CONSTRUCTION” being represented  
by its Managing Partners*

**MR. NARUGOPAL BHAKAT**  
*(Managing Partner)*

**MRS. SUCHISMITA SAMANTA**  
*(Managing Partner)*

**SIGNATURE OF THE PURCHASER cum VENDEE**

*Drafted by me & typed in my Office*

**Rajdeep Goswami**  
Advocate  
Burdwan Dist. Judges Court