

- 1) Biman Bihari Paul
 - 2) Partha Sarathi Paul
 - 3) Dipti Rekha Pal
 - 4) Bharati Pal
 - 5) Ritankar Pal
- all are represented by their
registered attorney

DEED OF AGREEMENT FOR FLAT

THIS ARTICLES OF AGREEMENT is made of this day of ... day of

B E T W E E N

LAND OWNER :- (1) **BIMAN BEHARI PAUL**, by profession-Retired Govt. employee, PAN no. ASDPP3939J, S/O Late Bhubaneswar Paul, resident of Tarubala Sarani, P.S. English Bazar, P.O. & Dist.- Malda, West Bengal, PIN-732101, (2) **PARTHA SARATHI PAUL**, by profession-Retired Engineer in Pvt. service, PAN no. ABOPP4401B, S/O Late Bhubaneswar Paul, resident of Koyla Vihar Vasundhara, Flat no. C 204, Block 2, V I P Road, Kolkata-700052, P.S. Baguihati, Dist. 24 Parganas (North) (3) **DIPTI REKHA PAL**, by profession-House wife, PAN no. ASCPP6903B, W/o Debojyoti Pal, resident of Shubham Apartment, Flat no. B 701 Sector 22, Plot no. 13, Dwarka, New Delhi-110077, P.O. Pochanpur , P.S. Dwarka, Sector 23 having permanent address: B-255 Lake Town, Kolkata-700089 (4) **BHARATI PAL**, by profession-House wife, PAN no. ANJPP3982C , W/o Late Dr. Basanta Behari Pal, resident of 5/6 Satyen Park, Ashirbad Apartment, Kolkata 700104 , P.O. Joka , P.S. Haridevpur (Thakurpukur), Kolkata 700104, (5) **RITANKAR PAL** , by profession-employee in Pvt. service, PAN no. AMGPP5836P , S/o Late Dr. Basanta Behari Pal, resident of 5/6 Satyen Park, Ashirbad Apartment, P.O. Joka, P.S. Haridevpur (Thakurpukur), Kolkata 700104 ,all by Caste-Hindu, hereinafter referred to as the OWNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

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DEVELOPER :- M/S MALDA PROJECTS PRIVATE LIMITED, a Company incorporated under the Indian Companies Act, 1956, having its Registered office at 52/69, Rabindra Avenue, P.O. & Dist.- Malda, West Bengal, Pin No.-732101, PAN- AADCM8220C (acting through its Director and Authorized representative SHRI KISHOR KUMAR BHAGAT, S/o.-Late Sulal Ram Bhagat, resident of 52/69, Rabindra Avenue, P.O. & Dist.– Malda, by Occupation-Business, by religion-Hindu hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

(1)....., PAN-....., wife of....., by profession-..... (2)....., PAN-....., son of....., by profession-....., by faith-....., residing at **Vill & P.O,, P.O.-....., P.S.-....., West Bengal**, Indian Citizen, hereinafter referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the heirs of the Purchaser, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS the property mentioned in schedule below was previously belonged to Baishnab Charan Das and his name was recorded in C.S.R.O.R. After demise of said Baishnab Charan Das, the property was devolved upon his two sons namely Ramendra Charan Das and Amarendra Charan Das as per law inheritance. During joint possession said Amarendra Charan Das sold his eight annas share in favor of Bhubaneswar Paul by virtue of Registered Sale Deed bearing No. 4891 which was executed on 12.12.1948 and registered on 13.12.1948. Ramendra Charan Das the brother of Amarendra Charan Das had executed and registered a NADABI NAMA deed bearing No. 3097 dated 08.06.1949 in favour of said Bhubaneswar Paul as property was undivided and

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sold by his brother Amarendra Charan Das. Thereafter, R.S.R.O.R. has been made and published in the name of Bhubaneswar Paul for his purchased property. While said Bhubaneswar Paul was in possession of his property died on 02.01.1997 leaving behind Lilabati Paul as his widow (now deceased), Biman Bihari Paul (Owner No. 1 of this Agreement), Partha Sarathi Paul (Owner No. 2 of this Agreement) & Basanta Behari Pal (now deceased) (husband / father of Owner No. 4 & 5) as three sons and a daughter namely Dipti Rekha Pal (Owner No. 3 of this Agreement) as his only legal heirs. Above Lilabati Paul wife of Late Bhubaneswar Paul and Basanta Behari Pal son of Late Bhubaneswar Paul subsequently died. Basanta Behari Pal left behind Bharati Pal owner No. 4 as his widow and Ritankar Pal owner No. 5 as his son.

Thus, sons and daughter of Late Bhubaneswar Paul namely Biman Bihari Paul, Partha Sarathi Paul and Dipti Rekha Pal jointly inherited $\frac{3}{4}$ share and daughter-in-law and grandson of Late Bhubaneswar Paul namely Bharati Pal & Ritankar Pal jointly inherited $\frac{1}{4}$ share and as per their share L.R.R.O.R. have been prepared and published. Now the above heirs of Late Bhubaneswar Paul have been possessing their property in ejmali and paying Govt. & Municipal Taxes. The said property mentioned in the 'A' schedule Property below.

AND WHEREAS during joint possession the above owners have entered into Development Agreement bearing deed No. 3971 dated 21.03.2018 with Malda projects Private Limited represented by Director Kishor Kumar Bhagat and they also executed Registered General Power of Attorney bearing deed No. IV 114 dated 21.03.2018 in favour of Malda projects Private Limited represented by Director Kishor Kumar Bhagat for construction of a multistoried building.

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AND WHEREAS the developer Malda Projects Private Limited submitted building plan for the below mentioned schedule property before the English Bazar Municipality for erecting a multistoried residential & commercial building and accordingly Chairman of English Bazar Municipality approved building plan vide building permit No. 10/2019-20 Dated 12.07.2019. The name of aforesaid Building Apartment will be “**BASUNDHARA GREEN**”.

AND WHEREAS the Third Part/Purchaser approached the Second part/Developer for purchasing one flat measuring**Sq.ft. (approx.)** including super built up area on the**side** of the **Floor (Flat No. ...)** of the said building consisting of**bed room,kitchen,toilets,Dining cum Living** together with proportionate share of stair, and common service areas and common passages and also together with undivided proportionate share of the proportion of the land measuring 19 decimal i.e. 11.50 Katha be the same a little more or less under municipal premises No. 60/207/33 within the limits of the English Bazar Municipality at a consideration of **Rs.....)** **only** as per and terms and conditions hereinafter contained and agreed and accepted by all the parties hereto. AND WHEREAS it is declared by the Developer of the 1st part that they have not leased, sold mortgaged the properties to any body and the property is free from all encumbrances.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Developer of the 2nd part agreed to sell and the purchaser have agreed to purchase the flat measuring**Sq.ft.(approx.)** including super built up area on the ...side of the Building in **Floor (Flat No....)** of the said building consisting of **bed room,kitchen,toilets, ...balcony,Dining cum Living** together with proportionate share of stair, and common service areas and common passages and also together with undivided proportionate share of the proportion of the land measuring 19 decimal i.e. 11.50 Katha be the same a little more or less under municipal premises No. 60/207/33 within the limits of the English

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Bazar Municipality more fully described in the Schedule “A” hereunder written and hereinafter referred to as ‘the said flat’ in the schedule “B” below at a consideration of **Rs.only** free from all encumbrances.

2. (a) It is also mentioned here that the purchaser shall have to pay 1 % GST, Electricity Charge Rs....., Collapsible Gate Rs.and other Misc. Charge Rs.along with the above consideration amount of the flat.

(b) The purchaser shall pay Registration Charge @ 7.75% (in case Govt. Assessed value is above 1 crore then registration Charge will be @ 8.75%) at the time of registration sale deed.

3. Out of the above total purchase price including the expenses mentioned in para No. 2(a) the purchaser have paid **Rs.only** through by cheque vide cheque No.dated ...of ...Bank,, Malda as advance or booking money.

4. The Purchaser shall pay the rest consideration amount along with 2(a) in the following manner –

a) Rs.will be paid within

b) Rs.will be paid within

c) Rs.will be paid within.....

d) Rs.will be paid within.....

e) Rs.will be paid within.....

f) Rest amount will be paid after receiving final payment of sale deed and handover possession.

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AND simultaneously Sale Deed will be executed in favour of the Purchaser. Possession of the said **Flat** will be given after final payment from the date hereto (and in this respect, time shall be deemed as of the essence of this contract).

5. Be it clearly noted, the total cost including the booking money is agreed to be failure to pay any installment mentioned in para 4 above shall attract interest at the rate of 15% per annum which the purchaser shall have to pay along with the delayed installment.
6. Before execution of these presents the Purchaser has fully satisfied himself/herself as to the:
 - i) Title of the Land/Development Agreement.
 - ii) The Plan sanctioned by English Bazar Municipality.
 - iii) The total saleable area to comprise in the said Unit.
7. Any clearance to be obtained by the Purchaser before or after registration of the said **Flat** be so obtained by DEVELOPER of the Second part.
8. Upon completion of the Purchase, the Purchaser will pay all kinds of taxes imposed by the Municipality or the Government in respect of the building proportionately.

The purchaser for maintenance of common portions shall comply with all requirements relating to the provisions of the Apartment Act or otherwise in case in the building comes under the purview of the Apartments Act. The Purchaser shall bear all charges arising in connection with the maintenance of the said **Flat**.

The payment and acceptance of consideration money shall be signed and dated by the Developer of the Second part.

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9. The DEVELOPER of the first part has agree to sell and the purchaser has agree to purchase the said **Flat** more particularly described in the forgoing paragraphs of Schedule “B” TOGETHER WITH the right of access and exit for the purchaser and his men and women, relation, agents etc.
10. From the main road directly together with an undivided proportionate share of land and proportionate share of common areas spaces easements and amenities attached to the said **Flat** including the right to use of the building subject however to the liabilities and obligations of the payment of the service maintenance charge on and from the date of taking possession of the said **Flat** free from all encumbrances.
11. The building shall have the facilities :
- a) One deep tube-well (submersible pump) connected with the overhead tank and one Municipality point connected with the underground reservoir with one pump for lifting the water to the overhead tank .
 - b)
 - i) Walls :- 5" – OUTSIDE; 5" BETWEEN FLATSS & 5" WITHIN FLATSS;
 - ii) Water connection with 6 points;
 - iii) Total vitrified Tiles finish;
 - iv) Kitchen gas slab will be of marble or granite-stone finish;
 - v) Toilet walls will be of ceramic tiles finish up to 6 ft;
 - vi) Walls well-plastered and completed with plaster of paris;
 - vii) Outside wall will be decently coloured of standard quality;

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- viii) Doors will be wooden Flash door & Main Door Imported Durian make and window shall have fancy Aluminum frame with frosted glass finish/transparent .
- ix) Electrical wiring will be concealed;
- x) There will be a facility of common two-wheeler/bi-cycle parking space of 200sq.ft. (two hundred square feet) approximately on the ground floor of the building for all the purchaser.
- xi) At the time of delivery the purchaser is bound to check up at the sides of the building and after delivery of the flats i.e. after the possession, no complain or demand will be entertained by the Purchaser (4th part) ; and
- xii) The purchaser (4th part) has every right to exchange or change subject to the betterment of the building at the time of construction against payment.
- xiii) A LIFT, Generator water treatment plant and Fire Fighting Instruments will be provided for common use.
12. So long separate Electric Meter is not installed in the name of the Purchaser, the Purchaser shall be liable for payment of the bill amount of the energy consumed by her, of the DEVELOPER of the second part.
13. The DEVELOPER of the second part made out a good and marketable title as well shall take all steps for execution and registration of the Deed of conveyance in respect of the said **Flat** at the cost and expenses of the purchaser.
14. The Purchaser shall be liable and responsible for payment and discharge of all taxes and charges in respect of the said **Flat** after registration and shall continue to pay proportionate share of rates, levies, and charges to the DEVELOPER of the Second part the formation of the Purchaser Association (Resident's Welfare

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Association) and is separately liable for payment of such rates, taxes and charges thereafter to the Association.

15. The Purchaser shall have the right to subject and lateral support and protection from the other parts of the building the fees and uninterrupted passage to the **Flat** in question and running water through sewerage/sewers drains and water course. The Purchaser shall not at any time demolish or cause to be damaged, the said **Flat** or any part thereof which might prejudicially affects the safety, security and beauty of the said premises or cause any nuisance or inconveniences to the other and/or occupiers of any portion of the said premises. The purchaser shall not make any deviation or alteration in the elevation or in the outside colour scheme of the said **Flat**.
16. On getting possession of the said **Flat** agreed to be purchased by the purchaser at **their** own costs shall at all times maintain the **Flat** in good and proper state of repair and shall abide by all laws, rules and regulations of the Municipal Authority and other authorities and also those which may be formed by the Association of the **Flat** for common benefits and interest of all the flat or purchaser.
17. The Purchaser shall not use the said **Flat** or any portion thereof for any other purposes whatsoever other than for residential & garage purpose which may cause nuisance or annoyance to the occupiers of other flats owners and such acts which are detrimental to the interest of the owner and/or other occupiers of the building.
18. The DEVELOPER of the Second part shall provide the electric line up to the **Flat** and separate electric meter shall be installed by the Developer at the above cost of the purchaser and the purchaser shall make necessary arrangements for electric fitting required for the said **Flat** at **their** own costs and expenses.

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19. All works of the said flat for habitable condition and fixing the window and doors sanitary fittings etc. of the said flat shall be make of standard quality as per schedule submitted to and passed by the municipality.
20. The Purchaser shall be bound from time to time and at all time to sign all papers and documents and to do all acts deeds and matter or thing as the DEVELOPER of the first part may lawfully require for safe-guarding their interest and/or the purchaser or other occupiers/purchaser or other proportion/s of the said premises.
21. (a) The DEVELOPER of the Second part has stated and declared that the said property/premises at 60/207/33, P.S.- English Bazar, Malda particularity described in the foregoing paragraphs, or any part thereof is not affected by any notice or requisition or alignment of the Municipal Authority or the Government or any public body.
- (b) If before the completion of the purchase it appears that the said property is affected by any scheme, notice or order of acquisition or requisition by the Government or any other public or authorized or statutory body then the purchaser shall be at liberty to rescind this contract and the DEVELOPER of the Second part shall thereupon forthwith refund the entire moneys including the booking money paid by the purchaser under this agreement, to the purchaser and pay to purchaser's advocate all costs, charges and expenses incurred or sustained in or about this matter.
22. The purchaser shall not throw or accumulate any dirt, rubbish bags or refuse or permit the same to be thrown or allow the same to be accumulated in the purchaser's flat or in the compound or of any portion or the said building.
23. That the purchaser have also agreed to pay the sums for extra works in **his Flat** which will be previously and mutually approved between the Developer and the purchaser herein.

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24. Until the final and last balance amount will be paid by the Purchaser, the DEVELOPER of the second part shall not hand over the said **Flat** to the Purchaser.
25. From the date of this agreement, there shall not be any price escalation till the handing over the possession of the **Flat**.
26. If the Purchaser fails or neglects to perform his part of contract the DEVELOPER of the second part after giving 30 days notice in writing to the Purchaser may ask the Purchaser to perform the contract accordingly on or before the expiry of the notice.
27. If the Purchaser fails to comply with the terms of such notice, the DEVELOPER of the second part may on **his** own option to cancel this agreement and in that state of affair the amount so paid by the Purchaser will be forfeited and in no case it can be claimed back by the Purchaser.
28. If after depositing 1st or 2nd or other installment of the price of the **Flat**, the Purchaser owing to their extraordinary exigencies fails to pay off the remaining part of installment/s or suspends the idea of Purchasing and owing the same **Flat**, **he** shall have to notify the DEVELOPER of the second part in writing well in advance. Having received the said notice, Partners will try **their** best to re-allot the said **Flat** to another intending Purchaser and after getting the consideration price from him, the amount of installment so paid by the Purchaser will be refunded. But in no case, the said Purchaser can demand any interest or compensation from the DEVELOPER of the second part for any delay or default, nor the DEVELOPER of the second part shall have any obligation in the matter.
29. Be it clearly known the Project is for construction of several flats/Garage/shop room/godown of various sizes and dimensions, at present G + 6 storied with the provision for enlargement in future either vertically and or horizontally and or by

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adding more floors over the roof. Hence none of the Purchaser and or occupiers shall have right of the roof of the building nor should any of them object to such enlargement in any way.

30. Notwithstanding anything herein before contained each party shall have the right to sue for specific performance with or without damages and the rights and liabilities of the parties shall be governed by the law in force as between the parties to this agreement.

SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT the piece and parcel of land containing an area of 19 decimal i.e. 11.50 cottahs be the same a little more or less lying situate within District Malda, P.S.-English Bazar, Mouza-Pirojpur, J.L. No.69, C.S. Khatian No. 328 (Three hundred twenty eight), R.S. Khatian No. 799 (Seven hundred ninety nine), L.R. Khatian No. 4333 (Four thousand three hundred thirty three), 4334 (Four thousand three hundred thirty four), 2812 (Two thousand eight hundred twelve) & 3245 (Three thousand two hundred forty five), Old Plot No. 917 (Nine hundred seventeen), L.R. Plot No. 6141 (Six thousand one hundred forty one), Classification- Bastu, within English Bazar Municipality, under ward No.05, Singatala, Holding No. 60/207/33 and butted and bounded in the following manner:-

- ON THE NORTH : House of Sanat Dutta & Others
ON THE SOUTH : Municipal Road
ON THE EAST : Municipal Lane
ON THE WEST : Panchali Apartment

THE SCHEDULE "B" REFERRED FOR THE DESCRIPTION OF THE FLAT

ALL that the flat measuringSq.ft. (approx.) including super built up area on theside of the Floor (Flat No.....) of the proposed building namely **BASUNDHARA GREEN**, together with proportionate share of stair, and common service areas and common passages and also together with undivided proportionate share of the proportion of the land measuring 19 decimal i.e. 11.50 cottahs be the same a little more or less under municipal premises No. 60/207/33, within the limits of the English Bazar Municipality, Dist.- Malda.

