

**PROFORMA AGREEMENT FOR SALE**

This Agreement is made on the ..... of ....., in the year 2018.

**BETWEEN**

**ABC LIMITED**, having its registered office at **Anaya Chambers, GN-38/5, 9<sup>th</sup> floor, Sector -V, Salt Lake City, Kolkata - 700091** and Branch Office at **Netaji More Shopping Complex, P.S.- English Bazar, P.O. & Dist. - Malda (W.B.) PIN - 732101** represented by its

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**Managing Director SRI XXX** , S/o.- Late YYYY, residing at **Netaji More Shopping Complex, P.S.- English Bazar, P.O. & Dist.- Malda (W.B.) PIN- 732101, PAN-XXXXXXXXXX** Hereinafter called and referred as **“DEVELOPER/ BUILDER”** (Which expression shall unless, excluded by or repugnant to deemed to mean and include executors, administrators, successors and assigns) of the **ONE PART.**

**AND**

**1.SRI XYZ**, S/o.-Late Bidyut Kumar Singha, resident of Vill-Singhapara,PO-Manikchak,Dist-Malda,**PAN-CGUPS8931G**, by faith- Hindu, by Profession- Service, **2.MRS ZXY** , Vill-Singhapara,PO-Manikchak,Dist-Malda,**PAN-AAVBNANA** by faith- Hindu, by Profession- BUSINESS hereinafter called and referred as **“PURCHASERS”** (Which expression shall unless, excluded by or repugnant to deemed to mean and include executors, administrators, successors and assigns) of the **OTHER PART.**

**WHEREAS** the developer/builder of the Bastu land measuring 14.5 Decimal be the same a little more or less being Holding no 311/106(A)/131,Ward no.2(Two),Abhirampore within the limits of the Englishbazar Municipality,P.S- Englishbazar,Dist-Malda,Mouza-Mokdumpur,J.L no- 68(Sixty eight),R.S Khatian no-13,86,L.R Khatian no-3553,R.S Plot no-1592,1593,L.R Plot no-1928,Registry office,ADSR,Malda.

**WHEREAS** all that piece and parcel of land admeasuring 14.50 Decimal more or less situated lying at Mouza-Mokdumpur,J.L no- 68(Sixty eight),R.S Khatian no-13,86,L.R Khatian no-3553,R.S Plot no-1592,1593,L.R Plot no-1928,Type- Bastu,Municipal holding no.311/106(A)/131,Ward-2,within the jurisdiction of Englishbazar Municipality,P.S- Englishbazar within District & Sub-Registry Office,District-Malda,West Bengal more fully describe in the “A” schedule hereunder written(hereinafter for the sake of brevity referred to as the said property) originally belonged to Shahasrangshu Kanta Acharya,S/O- Shitangshu Kanta Acharya,Shatrughna Kanta Acharya,S/O- Shitangshu Kanta Acharya,Reba Acharya,W/O- Shitangshu Kanta Acharya as per R.S. Khatian no.13 and 86,R.S. Plot no.1592 and 1593.Corresponding L.R Khatian No.2288,2538 and 3046 ,L.R. Plot no-1928 under J.L no.68,Mouza-Mokdumpur,Block- Englishbazar,Dist-Malda.Thereafter Shahasrangshu Kanta Acharya donated his property(From his R.S recorded full part and some part from his property which he acquired by inheritance from his mother,Reba Acharya’s R.S. recorded property) to Kalitala Club Charitable Trust to promote the charitable activities and for the empowerment of the trust by a registered gift deed vide no.6113 dated 18/06/1992 at A.D.S.R,Malda.Having been donated Kalitala Club Charitable Trust became absolute owner of the same mentioned here in the schedule hereinafter referred to as the said land.

**WHEREAS** the Kalitala Club Charitable Trust is a trust engaged in philanthropic work and promote culture, proliferation of education and sports activities in the English Bazar area.

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**WHEREAS** a resolution vide no.24 was unanimously adopted on 11.10.2015 by all the members of the Kalitala Club Charitable Trust to develop the land for the benefit of some specific section of the society as well as functioning of the Trust. Sri. Krishnendu Narayan Chowdhury, Secretary of the said trust was authorized to sign, execute Power of Attorney, Agreement or any other documents in favour of private entrepreneurs/ corporate house in executing the project in a separate resolution vide no.23 dated 29.08.2015 wherein unanimous decision was also adopted by the members of the Trust.

**WHEREAS** the local Municipality duly sanctioned the plan of building in name of Sri Krishnendu Narayan Chowdhury, Secretary on behalf of Kalitala Club Charitable Trust vide sanction no-**04/2015-2016**,Dated-29.06.2015 and building permit Sl no-**0595** read with subsequent sanction no.**05/2018-2019**,Dated-01.08.2018 and Permit Sl no.**0578**.

**WHEREAS** Advantage Bengal Infrastructure Limited having its registered office at Anaya Chambers, GN-38/5, 9<sup>th</sup> floor, Sector -V, Salt Lake City, Kolkata – 700091 and Branch Office at Netaji More Shopping Complex, P.S.- English Bazar, P.O. & Dist. - Malda (W.B.) is a company deals with real estate placed an overture to the Kalitala Charitable Trust to develop a Basement and B+G+6 multistoried building in the said vacant land.

**WHEREAS** Kalitala Club Charitable Trust accepted the proposal of Advantage Bengal Infrastructure Limited and decided unanimously in a resolution vide no.24 dated 11.10.2015 to execute a developer agreement with **ADVANTAGE BENGAL INFRASTRUCTURE LIMITED**, having its registered office at Anaya Chambers, GN-38/5, 9<sup>th</sup> floor, Sector -V, Salt Lake City, Kolkata – 700091 and Branch Office at Netaji More Shopping Complex, P.S.- English Bazar, P.O. & Dist. - Malda (W.B.)

**WHEREAS** Sri Krishnendu Narayan Chowdhury, Secretary on behalf of Kalitala Club Charitable Trust executed an Articles of Development Agreement to construct a multistoried (B+G+6) as per sanctioned plan with **SRI MILAN CHAKRABORTY**, S/o.- Late Kushilal Chakraborty, Managing Director, ADVANTAGE BENGAL INFRASTRUCTURE LIMITED, having its registered office at Anaya Chambers, GN-38/5, 9<sup>th</sup> floor, Sector -V, Salt Lake City, Kolkata – 700091 and Branch Office at Netaji More Shopping Complex, P.S.- English Bazar, P.O. & Dist. - Malda (W.B.) vide registration no.**14852**,Dated-09.12.2016 at D.S.R,Malda.

**WHEREAS** Sri Krishnendu Narayan Chowdhury, Secretary on behalf of Kalitala Club Charitable Trust duly executed a Power of Attorney for selling of flats,garages, shops etc. in favour of with **SRI MILAN CHAKRABORTY**, S/o.- Late Kushilal Chakraborty, Managing Director, ADVANTAGE BENGAL INFRASTRUCTURE LIMITED, having its registered office at Anaya Chambers, GN-38/5, 9<sup>th</sup> floor, Sector – V, Salt Lake City, Kolkata – 700091 and Branch Office at Netaji More Shopping Complex, P.S.- English Bazar, P.O. & Dist. - Malda (W.B.) vide registration no.**0487**,Dated-09.12.2016 at D.S.R,Malda.

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**WHEREAS** the BUILDER/DEVELOPER has started construction of aforesaid building with title **GEMS RESIDENCY** and offered to sale out the flat being no.**2-E** on the 2<sup>nd</sup> Floor of the building having approximate total area of 1050(One Thousand Fifty) Sq.Ft @Rs.3000 per Sq.Ft as ownership flat and a garage being no.**09** on the Basement having approximate total area of 140(One hundred Fourty) Sq.Ft @Rs.3000 per Sq.Ft as ownership garage to which PURCHASERS herein has agreed to purchase and own the said flat with sole and exclusive transferable and inheritable right together with access of the common facilities provided by the owner and restricting to a price of Rs.**35,70,000**(Rupees Thirty Five Lac Seventy Thousand Only) approximately (which may vary at the time of delivery of possession subject to measurement of area before delivery of possession) to be paid by the PURCHASERS to the BUILDER/DEVELOPER before the delivery of possession of the **Flat No.2-E** on the 2<sup>nd</sup> Floor and the **Garage** being no.**09** on the Basement of the building(**GEMS RESIDENCY**) in the manner described hereunder.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1.The BUILDER/DEVELOPER have agreed to sell and the PURCHASERS has agreed to purchases the said Flat measuring 1050 Sq.Ft. approx (which include of the super built up area and common area) on the **North-East** side of the 2<sup>nd</sup> Floor(Flat No.**2-E**) and the Garage measuring 140 Sq.Ft approx on the **North-East** side of the Basement (Garage no.**09**) of the said building in which the Flat consisting of Three Bed rooms,One Drawing room,One Kitchen,Two Toilets and One Balcony together with proportionate share of stair and common service area and common passage and also together with undivided & unspecified proportionate share of the proportion of the land measuring 14.50 decimal be the same a little more or less under Municipal premises No. 311/106(A)/131,Abhirampur Ward-2(Earstwhile-5),within the jurisdiction of Englishbazar Municipality more fully described in the schedule '**B**' and '**C**' hereunder written and hereinafter referred to as the said flat and Garage at a total consideration of Rs. 35,70,000(Rupees Thirty Five Lac Seventy Thousand Only) approximately (which may vary at the time of delivery of possession subject to measurement of area before delivery of possession).

2. The PURCHASERS shall have to pay the total amount of Rs. 35,70,000(Rupees Thirty Five Lac Seventy Thousand Only)in installment basis-

(a)The PURCHASERS has paid to the BUILDER/DEVELOPER Rs.2,00,000(Rs.Two Lacs Only) as booking of Flat and Garage on 04.05.2018 vide receipt no.1035.

(b)Further PURCHASERS has paid to the BUILDER/DEVELOPER Rs.2,50,000(Rs.Two Lacs Fifty Thousand) by Cheque of SBI bearing no.**000233**

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(c)Further PURCHASERS has paid to the BUILDER/DEVELOPER Rs.2,50,000(Rs.Two Lacs Fifty Thousand) by Cheque of SBI bearing no. **837609**

(d)Further Rs. 10,00,000(Rupees Ten Lacs ) will be paid by the PURCHASERS within 1(One) month.

(e) Further PURCHASERS will paid to the BUILDER/DEVELOPER Rs.5,00,000(Rs.Five Lacs Only) after completion of plastering.

(f) Further PURCHASERS has paid to the BUILDER/DEVELOPER Rs.3,00,000(Rs.Three Lacs Only)after completion of flooring.

(g)And the balance amount of total value shall have to pay at the time of handover of the Flat and Garage.

3.That the developer shall arrange solicitor for registration of the property and the purchaser shall pay the fees of registration and other charges required for registration

4. That the developer affirm that the property is free of all encumbrances, charges and lines whatsoever his property described in the schedule.

5.That this agreement has been entered into by the Purchaser on the developer holding out that the Developer is the authority to enter in the contract and the construction work will be carried out by the developer and developer enjoy absolute right to allocate shop, flats of the said project.

6.That the purchaser shall arrange electric connection and other utility services at his own cost and developer shall extend all support for obtaining approval from competent authority.

7.That the developer shall hand over the possession to the purchaser within 30/06/2019 if purchaser paid the agreed sum as per stipulations stated supra.

8. That in case of force majeure such as strike, earthquake or natural calamities the developer may extend the time of delivery

9. That the all legal matter pertaining to the property shall be guided by the Apartment Ownership Act 1971.

10. That the developer shall arrange solicitor for registration of the property and the purchaser shall pay the fees of registration and other charges required for registration

11.That the Developer agrees to sell and the Purchasers are agree to purchase the said Flat and Garage more particularly described in the forgoing paragraphs and the schedule 'B' and 'C' together with the right of access and exit for the Purchasers and his men and women ,relatives,agents,etc. from the main road directly together with an undivided proportionate share of common areas spaces easements and amenities attached to the said building.

12.That from the date of this agreement, there shall not be any price escalation till the handling over the possession of the Flat and Garage.

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13. Notwithstanding any thing 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.

14. That the Purchasers shall have the full and absolute right to sell, transfer or let out either fully or any part of the said Flat and Garage at his own discretion along with the all rights received by virtue of this agreement.

**THE FIRST SCHEDULE 'A' REFERRED TO ABOVE**  
( THE SCHEDULE OF THE SAID PROPERTY )

All that piece and parcel of the premises containing an area of 14.50 decimal a little more or less situated lying at Mouza-Mokdumpur, J.L no- 68(Sixty eight), R.S Khatian no-13 and 86, L.R Khatian no-3553, R.S Plot no-1592 and 1593, L.R Plot no-1928, Type- Bastu, Municipal holding no.311/106(A)/131, Ward-2(Earstwhile-5), within the jurisdiction of Englishbazar Municipality, P.S-Englishbazar within District & Sub-Registry Office Malda of Malda Collectorate in the District of Malda, West Bengal.

The said land with building is butted and bounded as given below-

On The East : Land of Sujit Kumar Chowdhury

On The West : B.G Road

On The North : Land of Ujjwal Misra

On The South : Land of Sushama Acharya and Soumya Kanta Acharya

**THE FIRST SCHEDULE 'B' REFERRED TO ABOVE**  
( THE SCHEDULE OF THE FLAT )

All that the Flat **2-E** at 2<sup>nd</sup> Floor measuring about 1050 Sq.Ft Super built up area with West facing of the building consisting of Three Bed Rooms, One kitchen, One drawing-cum-dining, Two Toilets, One Balcony and together with proportionate right in the land beneath the building and also together with proportionate right in the all common facilities /Utilities including right of INGRESS & OUTGRESS to the said Flat no. **2-E** in the building known as **GEMS RESIDENCY** And Butted and Bounded as below:-

On The East : Land of Sujit Kumar Chowdhury

On The West : Flat no.2-D and Common space of the Flat

On The North : Land of Ujjwal Misra

On The South : Flat no.2-F

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**THE FIRST SCHEDULE 'C' REFERRED TO ABOVE**  
( THE SCHEDULE OF THE GARAGE)

All that the Garage at Basement measuring about 140 Sq.Ft with West Facing of the building together with proportionate right in the land beneath the building and also together with proportionate right in the all common facilities /Utilities including right of INGRESS & OUTGRESS to the said Garage No.09 in the building known as **GEMS RESIDENCY** And Butted and Bounded as below:

- On The East : Land of Sujit Kumar Chowdhury  
On The West : Common space  
On The North : Garrage no 7 and 8 and Space  
On The South : Garage No.10

**THE BUILDING SHALL HAVE FOLLOWING FACILITIES**

- (A) **Flooring:** Bed room, Drawing, Dining Space will be vitrified tile finished .Bathroom will be tiles finished.
- (B) **Wall :** Wall will be 8",5" or 3" thick. At bathroom tiles will be provided up to 7 Ft height from Floor.
- (C) **Sink:** Sink will be provided in kitchen along with the gas slab.
- (D) **Doors:** Door shall be of steel of TATA PRABHASH
- (E) **Window:** Window shall be of Aluminium based
- (F) **Sanitary:** W.C pan/Commode, Basin all will be of standard quality.
- (G) **Ceiling & Walls:** Plaster of Paris/putty finished.
- (H) **Electrical:** Electrical wiring will be concealed. Generator facility will be provided free of cost.
- (I) **Water Connection:** Water connection with sufficient points.

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IN WITNESSETH WHEREOF the BUILDER/DEVELOPER and the PURCHASERS have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**Witnesses :**

**Signature of the Developer**

**Signature of the Purchaser**

Drafted by: -

Computer Typed by: -

**(Bhanu Chandra Ghosh)**  
**Advocate, Malda Bar Association**  
**Enrolment No. -26F/1337/98**

**(Amit Basak)**  
**Court Compound**  
**Malda**