

# **AGREEMENT OF SALE**

THIS AGREEMENT OF SALE ("Agreement") is executed on

This **day of \_\_\_\_\_-, 2020,**

By and BETWEEN

BK REALITY AND CONSTRUCTION (OPC) PVT LTD a company incorporated under the companies act 1956, having its registered office at 20, Abinash Banerjee Lane, Howrah, West Bengal-711104 and operation office at New Town, Inda, P.S.- Kharagpur(T), Dist.- Paschim Medinipur, West Bengal-721305 represented by its Director Sri Tusar Kanti Mondal, S/o Lt. Khagendra Nath Mondal, a resident of Town Colony, Tantigeria, PO-Vidyasagar University, PS-Kotwali, District Paschim Medinipur, by faith – Hindu, by Nationality-Indian, aged about 43Years, by Profession Business, hereinafter referred to as the VENDOR/ PROMOTER/ SELLER (which shall unless otherwise repugnant to the contexts of this memorandum of Agreement shall deem to include this heirs, executors, assigns, representatives, administrators, and agents) the FIRST PART.

AND

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Residing at \_\_\_\_\_ by  
faith – Hindu, by Nationality- Indian, by Profession- \_\_\_\_\_, hereinafter  
referred as the ALLOTTEE/PURCHASER/ PURCHASERS (which expression or term  
unless excluded by or repugnant to the subject shall mean his/her heirs, and  
legal representatives) of the SECOND PART.

**WHEREAS:****Title of the Land:**

The piece of Land measuring 94 dec. Mouja- Ruisanda, J.L. No. 211, Plot no. 24, Khatian No.46 was in peaceful possession of Hazi Entaj Ali Khan. The property was acquired by Partition Deed vide No. 5111 of 1990, executed and registered in the office of A.D.S.R. Sadar Midnapore.

Whereas Hazi Entaj Ali Khan transferred 40.08 dec. land out of 94 dec. to Khurshed Ali Khan and Majid Ali Khan by Sale Deed no.3382 dated 11-06-2004 and gave them possession.

Whereas Khurshed Ali Khan and Majid Ali Khan transferred 33 dec. land out of 40.08 dec. to Sri Bijoy Sharma by Sale Deed no.6142 dated 05-05-2006 and gave him possession.

Whereas Sri Bijoy Sharma transferred 33 dec. land to Sri Anant Kr. Malu, by Sale Deed No. 6191 of 2009 and gave him possession.

Whereas Mr. Anant Kr. Malu, one of the partners on behalf of Siddhartha Construction Executed One Deed of Reconstitution vide No. 121 dated 01-04-2015 and thereafter he transferred 33 dec. land in favour of Mr. Debabrata Ghosh by Sale deed vide No. 2560 dated 27-04-2016 and gave him possession.

Whereas Mr. Debabrata Ghosh executed one Registered Power of Attorney vide no. 1233 dated 03-02-2021 in favour of Mr. Bhaskar Goswami for transferring the said and other Landed Properties.

Whereas Mr. Debabrata Ghosh transferred 4 dec. Land out of 33 dec. to Mr. Tusar Kanti Mondal by Gift Deed vide no. 789 dated 26-02-2021 and gave him possession.

Whereas Mr. Bhaskar Goswami on behalf of Mr. Debabrata Ghosh transferred 23 dec. Land out of 33 dec. to Mr. Tusar Kanti Mondal by Sale Deed vide No. 833 dated 01-03-2021 and gave him possession.

The property of Mouja- Ruisanda, J.L. No. 211, Plot no. 24, Khatian No.1042, area- 1 Acre 57 dec. was in peaceful possession of Msd. Mamtaj Ara Begum and Six others which was acquired through partition Deed no. 5111 of 1990.

Whereas the above noted persons executed one General Power of Attorney vide no. 21 dated 02-03-2005 in favour of Mst. Mamtaj Ara Begumm W/o Late Azad Ali Khan for transferring the said land.

Whereas Mst. Mamtaj Ara Begum as self and on behalf of others through the General POA transferred some properties measuring 74.2 decimal land under Mouja-Ruisanda, J.L. no. 211, Plot No. 24, to Sri Milan Sharma and Sri Ashok Kr. Sharma by Sale Deed no. 8558 dated 06-06-2005.

Whereas Mr. Milan Sharma transferred 37.10 dec. land to Mr. Prakash Kothari by Sale Deed no. 6155 dated 15-09-2009.

Whereas Mr. Prakash Kothari transferred the said 37.1 dec. land to Mr. Debabrata Ghosh by Sale Deed vide No. 9773 dated 12-12-2012.

Whereas Mr. Debabrata Ghosh transferred 37 dec land through his Attorney Holder Sri Bhaskar Goswami to Mr. Tusar Kanti Mondal by Sale Deed vide No. 827 dated 01-03-2021.

Whereas Mr. Tusar Kanti Mondal after purchasing the total of 64 dec. Land in Mouja- Ruisanda, R.S. and L. R. plot no. 24, recorded the said property in his name by paying relevant rent to the concern Dept.

Whereas Mr. Tusar Kanti Mondal got Land use Compatibility Certificate vide Memo No. 1671/MKDA/2021 dated 11-08-2021 and thereafter he converted the said land into "Bastu" vide Case No. CN/2021/1009/683 on 23-11-2021, Case No. CN/2021/1009/688 on 23-11-2021 and Case No. CN/2021/1009/1043 on 09-12-2021

Now Mr. Tusar Kanti Mondal is in peaceful possession and has right, title and interest in the said property.

He obtained permission to construct a multi storied residential complex upon the schedule below land from Paschim Medinipur Zila Parishad and accordingly, Paschim Medinipur Zila Parishad has also sanctioned Plan for construction of the aforesaid multi-storeyed building Vide Memo No. 1116/1(3)/Purta on 26-05-2022

Hence Mr. Tusar Kanti Mondal is the **absolute and lawful owner** of the land at District Paschim Medinipur, PO-Inda, Police Station-Kharagpur (L), Additional District Sub-Registrar – Kharagpur, Under Barkola Gram Panchayat area, Mouza – Ruisanda, J.L. No.211, L.R. Khatian No. 1439,1441,1442, R.S. and L.R. Plot No. 24(P) Area- 64 dec. ("Said Land")

The Owner and the promoter have entered into a joint development agreement dated 03-06-2022 registered as document no.3634/2022 at the office of the District Sub-Registrar, Paschim Medinipur.

The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.

The Vender is constructing the premises named as "BK AVISHIKTA" and is offering to sell and the Purchaser/ Purchasers have agreed to acquire a flat (Which is described in schedule-II) and the vendor has agreed to sell the proportionate share of land appurtenant to the said flat in the said premises at and for consideration of

Which will be paid by the purchaser to the vendor with the payment schedule hereunder written.

**The constructions shall as stated below specification:**

**(GRATEST CARE TO THE SMALLEST DETAILS)**

|                  |  |
|------------------|--|
| Foundation:      | RCC Foundation   |
| Structure:       | RCC Framed Structure with column and beam  |
| External Finish: | High qualities cement-based paint and grills will be coated with synthetic enamel colour. Balcony- Modern Steel grill (Half) |
| Internal Finish: | wall Putty and primer.   |
| Flooring:        | Tiles Finished.  |
| Kitchen:         | Counter with Granite Top, Glazed up to 4' height in front of the counter, SS sink.   |
| Toilets:         | Glazed Tiles up to door height, CP fittings (Essco/ Jaquar/equivalent)   |
| Windows:         | Aluminum/ Fiber sliding, windows with glass shutter.   |
| Doors:           | Sal wood frame, shutter- Flush Door, Entrance Door of the flat will be Segun Wood Panel palla and polished.                  |
| Walls:           | 10"/8" outer walls and 5" inner walls.   |

|                    |   |
|--------------------|---|
| Sanitary:          | One WC with one shower & one wash basin (Jaquar/ Parry ware or equivalent). All will be White/Ivory colour.   |
| Electrical:        | Concealed insulated, copper wiring with modular type switches in all necessary points. With one TV point in dining room, A/C points in Master bed room, one computer point in Master bed room, one geezer point in common toilet, one washing machine point in suitable place and one chimney point in kitchen. |
| Water Supply:      | 1 no Deep Tube well with pump & overhead reservoir for each Block. Electric pump will be installed and all necessary pipelines (P.V.C. /G.I.) outside and inside of flats will be done.   |
| Lift:              | 1 no Modern Lift of reputed make for each Block.  |
| Staircase:         | Marble/Tiles finish with steel railing.   |
| Roof:              | Smooth paved finish over water proofing.  |
| Electrical Points: | Two lamps points and one plug point at Kitchen.<br>Two Lamp points, one plug point and one fan point in Bedroom. Two lamp points, one fan point and two plug points in drawing room. One lamp point and one greaser point in bath room.   |
| Plumbing:          | ISI slandered RCI pipes for shower, UPVC/PVC pipes for water connection, drainage and distribution will be used as required.  |
| Electrical:        | Electrical connection for common Connection in common electrical transformer. The transformer/s which will be installed for the said building will have to be paid proportionately by the owners using it.  |

One no. Diesel Generator will be installed for common use and cost of that to be paid by all the apartment owners proportionately.

**NOW THE AGREEMENT WITNESSETH** and is hereby agreed by and between the parties herein as following conditions:-

1. Common portion will have to be maintained by the owners using it in proportion to their ownership.
  - a) Staircase from ground floor to top floor
  - b) Roof of top floor. But in any circumstances, vertical extension, construction more than present sanctioned plan in may be allowed with sanction from concerned Authority.
  - c) Bore well, Soak pit tank and sanitary pipeline associated with it.
  - d) Outer wall of building, boulder wall.
  - e) Common drains.
  - f) Water connection, motor—
  - g) Entrance Gate of the building, drive way
  - h) Pipe line for drainage of water from bathrooms
2. Electric connection for common motor, pump will be under the sub meter of any one owner of a part of the building or under a meter of the society of flat owners as decided by the flat owners. But the electric bill for common motor pump and other common electric connection if installed in future will have been paid by all the owners using it.
3. The inner portion of the flat will be maintained by the owners themselves.
4. The purchaser will in no way put any sort of obstruction in the construction of the building and in no way claim and right over another

portion of the building except to that agreed for sale to him. The remaining portion of the building will be under the possession of the seller which he can sell OFF, Rent OFF or put to use residentially. There will be Garage for car parking in the said complex which will be used by the purchasers who will purchase the same on extra payment as decided by the PROMOTER.

5. That the amount of Rs. 35000/- shall be paid by the purchaser to the seller for the two-wheeler parking space before the registration of sale deed.
6. If Garage portion/portions remain unsold the seller will have ever right for selling, using, distributing or rental basis at their will. But in that case outsider who use Garage portion will be bound to obey the rules or instructions of the committee formed by owners.
7. That none of the flat/parking space owners including the present purchaser will have the right to make a permanent construction within his purchased flat/parking space or and where in the building including open spaces in the side of the flat/parking space. No portion of the building can be broken or destroyed by the purchasers. However, the owners including the present purchaser will be at liberty for repairing, maintenance, fixture and fitting within their flat/car parking space (if any booked).
8. The purchaser shall use the purchased flat for residential purpose only and not use for otherwise.
9. That the purchaser shall use the purchased car parking space (if any booked) for the purpose for which it has been made.
10. The purchaser shall not be entitled to get the name of his/her nominees substituted in his/her place without the prior approval of the firm, who may in its sole discretion, permit the same on such terms as it may deem fit.

- 11. Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project: Provided that where the Allottee proposes to cancel/withdraw from the project, the promoter herein is entitled to forfeit the booking amount or 20% of Total consideration money, whichever is greater, paid for the allotment. The balance amount of money paid by the Allottee shall be returned (without any interest) by the promoter to the Allottee within 120 days of such cancellation.
- 12.** That the Purchaser who will purchase flat with open car parking (if any booked) facility have no right to use the car parking area in any way other than car parking and shall not construct any wall on it.
- 13.** That the purchaser shall not do any act deed or things whereby the construction or development of the said building or property is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and the purchaser hereby further agrees that the said flat and car parking space (if any booked) shall be constructed by or through the vendor and by nobody else.
- 14.** After completion of the construction of the said building and the possession of the said flat and car parking space (if any booked) is taken over by the purchaser, the purchaser shall not be entitled to in any way dispute or claim by amount of any bad workmanship or inferior quality of the materials used in the said building nor a constructional defect in the said building or in the said flat or said car parking space (if any booked).
- 15.** After the construction of the said flat and the Car parking space (if any booked) the Vendor shall notify the purchaser and within 30(thirty) days from date of such notice the purchaser shall take possession of the said flat and the car parking space (if any booked) upon payment of all the dues payable by the purchaser to the vendor under this agreement. The

Vendor shall handover the flat and the Car parking space (if any booked) only upon the purchaser, registering the deed of purchase after full and final payment of the entire consideration money including all applicable Taxes and extra charges.

- 16.** The purchaser agrees to pay on demand taxes of all and an kind what so ever levied to livable now or in future on land and or buildings as the case may be from the date of sale deed registration of car parking space (if any booked) and so long as each flat/car parking space (if any booked) is not separately assessed for such taxes for the land and or buildings the same shall be payable and be paid by the purchaser in proportion to the built up area of his/her flat / car parking space (if any booked). Such apportionment shall be made by the company or any other agency, as the case may be and the same shall be conclusive, final and binding upon the purchasers.
- 17.** The completion of the said flat and the car parking space (if any booked) in the said building now in course of construction, the said flat and the car parking space (if any booked) to be built and erected on behalf of the purchaser shall remain in the exclusively possession of the vender and the purchaser shall not in any way disturb or cause to be disturbed the peaceful and quite possession of the vendor of the said flat and the car parking space (if any booked) to be constructed and erected on behalf of the purchaser.
- 18.** After the occupation of the said flat and the car parking space (if any booked), purchaser shall have no claim against the vendor as to any defects in any item of work or construction of the said flat and the car parking space (if any booked) or in any other account what so ever. It is expressly agreed that the decision of the architect for the time being of the said building as to the quality and specification of the building

materials and workmanship shall be final, conclusive and binding on the purchaser and the purchaser shall not be entitled to dispute or challenge the same on any ground what so ever.

- 19.** That the owner / vendor / developer have reserved his right to construct vertical or horizontal extension of the existing building without any objection and or obstruction from purchaser or purchasers.
- 20.** All flat / car parking space (if any booked) owners will have to repair and keep the building in well maintain position jointly and bearing costs proportionate to the built-up area of flats/ car parking space (if any booked) of the building as well decided by them jointly.
- 21.** Purchaser shall not injure, harm or damage the common parts on the common portion for any other flats / car parking space (if any booked) in the said building by making any alteration or withdrawing any support or otherwise. The purchaser shall however, have the right to install air conditioner within their flat or own car parking space (if any booked) but no damage should be done to the load bearing of pillars of the building and other flats / car parking space (if any booked).
- 22.** The purchaser shall not alter any outer portion elevation of the said flat and the car parking space (if any booked) on the said building.
- 23.** The purchaser shall not carry on or caused to be carried on any obnoxious, injurious noise, dangerous, hazardous, illegal or immoral activities in the said flat and the car parking space (if any booked) or anywhere else in the building.
- 24.** The purchaser shall not permit anything to be done which is likely to cause nuisance or inconvenience to occupants of the other flats / car parking space (if any booked) in the said building.

- 25.**The purchaser shall not keep or store any offensive, combustible, obnoxious, injurious noise, dangerous, hazardous articles in the said flat and the car parking space (if any booked) or the common parts or common portion of the said building.
- 26.**The construction of the said flat and the car parking space (if any booked) shall be completed within 31-Dec-2024, unless faced upon by any obstruction ("Circumstances of Force Majeure") being completed to stop the work in such a case the schedule time will be increased by the period of stoppage of work.
- 27.**At the time of construction built up area of each flat may vary 2% to 3% for super engineering workmanship. Price to be altered proportionately.
- 28.**A committee to be formed by all the owner of the building. All decisions for the maintenance of the building shall be led down by the committee.
- 29.**After purchase, all the owners of the building shall apply for mutation and for Electric Connection in W.B.S.E.B and installation of Transformer and procurement of Electric Meter, incidental and security deposit at their own cost.
- 30.**Other than specifications specified above shall be charged extra at a rate or to be decided by the authorized engineer of the developer and such amount shall be deposited before the execution of such work.
- 31.**All expenses leading to registration of flat or car parking space (if any booked) for e.g. Stamp paper cost, Registration fee, lawyer's fees etc. will have to be borne by the purchaser / purchasers.
- 32.** The seller shall not be held responsible for any consequences or liabilities under this Agreement if the seller are prevented in performing the obligations by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) Acts of God (2) Acts of Nature,

(3) Acts of War, (4) Fire (5) insurrection, (6) Terrorist Action, (7) Civil unrest, (8) Riots, (9) Non availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connections or any other permissions or sanctions by the Government or any other statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other Public authority or any act of Government such as change in legislation or enactment of new law or regulations (Collectively "Circumstances Of Force Majeure").

The Purchaser to pay to the Seller the proportionate amount towards any increase and/or escalation in the cost of construction due to "Circumstances of Force Majeure"

The seller shall not be deemed to have default in the performance of the seller's contractual obligations whilst the performance thereof is prevented by "Circumstances of Force Majeure" and the time limits laid down in this Agreement for the performance of obligation shall be extended accordingly upon occurrence and cessation of any event constituting "Circumstances of Force Majeure".

**33.** The purchaser shall have every right to inspect and verify the title deeds and other relevant papers of the seller's title.

**34.** The 1<sup>st</sup> party (seller) agrees that if after construction of the said flat and the car parking space (if any booked), the 1<sup>st</sup> party (seller) shall sell the flat and the car parking space (if any booked) to the 2<sup>nd</sup> party (purchaser), the purchaser will have every right to purchase the said flat and the car parking space (if any booked) as described through Court and due process to Law on deposit of unpaid consideration money in the Court.

- 35.** This agreement of sale is prepared in 2 (two) original copies for keeping each one with both the documents containing same contents.
- 36.** This agreement contents the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties.
- 37.** That purchaser has inspected all related papers and documents and satisfied about the nature of construction, specification of the unit and fittings thereof.
- 38.** That the inspected all the points of the Agreement thoroughly before signing it.
- 39.** The purchaser shall be bound to observe, obey, perform all the mentioned obligations, terms and conditions as set forth herein and under the provision of “**WEST BENGAL APARTMENT OWNERSHIP ACT, 1972**” together within by Law Rules.

**Details of Payment Schedule:**

|                                       |   |   |
|---------------------------------------|---|---|
| <b>1<sup>st</sup><br/>Installment</b> | <b>15% of [BSP + Car Parking (if any booked) + Other Charges (if any)] + Applicable GST, (Including Booking amount, i.e., Rs.100000/)</b> | <b>Within 15 days from the Date of Booking/ Application</b> |
| <b>2<sup>nd</sup><br/>Installment</b> | <b>10% of [BSP + Car Parking (if any booked) + Other Charges (if any)] + Applicable GST</b>   | <b>On casting of the deck slab.</b>                         |
| <b>3<sup>rd</sup><br/>Installment</b> | <b>10% of [BSP + Car Parking (if any booked) + Other Charges (if any)] + Applicable GST</b>   | <b>On casting of the ground floor roof.</b>                 |
| <b>4<sup>th</sup><br/>Installment</b> | <b>10% of [BSP + Car Parking (if any booked) + Other Charges (if any)] + Applicable GST</b>   | <b>On casting of the 1<sup>st</sup> floor roof.</b>         |

|                                    |   |  |
|------------------------------------|---|--|
| <b>5<sup>th</sup> Installment</b>  | <b>10% of [BSP + Car Parking (if any booked) + Other Charges (if any)] + Applicable GST</b>     | <b>On casting of 2<sup>nd</sup> floor roof.</b>          |
| <b>6<sup>th</sup> Installment</b>  | <b>10% of [BSP + Car Parking (if any booked) + Other Charges (if any)] + Applicable GST</b>     | <b>On casting of 3<sup>rd</sup> floor roof.</b>          |
| <b>7<sup>th</sup> Installment</b>  | <b>10% of [BSP + Car Parking (if any booked) + Other Charges (if any)] + Applicable GST</b>     | <b>On casting of the 4<sup>th</sup> floor roof.</b>      |
| <b>8<sup>th</sup> Installment</b>  | <b>10% of [BSP + Car Parking (if any booked) + Other Charges (if any)] + Applicable GST</b>     | <b>On casting of the 6<sup>th</sup> floor roof.</b>      |
| <b>9<sup>th</sup> Installment</b>  | <b>10% of [BSP + Car Parking (if any booked) + Other Charges (if any)] + Applicable GST</b>     | <b>On Completion of Masonry Work.</b>                    |
| <b>10<sup>th</sup> Installment</b> | <b>5% of [BSP + Car Parking (if any booked) + All Other Applicable Charges + Applicable GST</b> | <b>On Final Notice for payment/ before Registration.</b> |

Total consideration money (Excluding registration expenses)  
**Rs.** \_\_\_\_\_ **(Rupees \_\_\_\_\_ only)** only  
 out of which **Rs.** \_\_\_\_\_ **(Rupees \_\_\_\_\_ only) (Including GST)** only has already been accepted as booking money by the seller from the purchaser BY \_\_\_\_\_

The remaining consideration money has to be paid as per agreed payment schedule. The last installment may be considered to be paid at the time of handover / taken over the flat and the car parking space (if any booked) or at the time of Registration of Sale deed, whichever is earlier.

2 (two) months grace period will be allowed from the due date. Even after this grace period if any booked purchaser fails then he will have to pay token interest @ 12 % per annum on the due amount.

**SCHEDULE-I (Schedule of Land):**

District Paschim Medinipur, PO-Inda, Kharagpur, Police Station-Kharagpur (L), Additional District Sub-Registrar – Kharagpur, Barkola Gram Panchayat, Mouza – Ruisanda, J.L. No.211, L.R. Khatian No. 1439,1441,1442, R.S. & L.R. Plot No. 24(P), Area of land – 64.0 Decimal or 2589.988 Sq. M.

Fully delineated in the Map as the site plan herein.

**THE PROPERTY BUTTED AND BOUNDED BY:**

On the North : 14 feet wide Road.

On the South : Inda Mouja

On the East : 23 feet wide Road.

On the West : Under Construction building of Md Minhajuddin Aslam and others.

**SCHEDULE-II**

**(FLAT which booked by the purchaser):**

One self-contained Covered Flat at the \_ Floor measuring \_ **sqft**. Super built-up area being Flat No. “\_” in the \_\_\_\_\_ side of the Block \_\_\_\_\_ of Premises known as “BK AVISHIKTA” at Ruisanda, Inda, Kharagpur(L), District Paschim Medinipur.

**SCHEDULE-III**

Sketch Map of the scheduled FLAT annexed herewith.

The both parties agree that the terms and conditions of this AGREEMENT will be binding and enforceable on both parties and their Heirs, Successors, Assignees and Executors.

In witness whereof the 1<sup>st</sup> party (Seller) and the 2<sup>nd</sup> Party (Purchaser) put their hand herein on the day, month and year first above written.

**WITNESSES:**

**Signature of 1<sup>st</sup> Party (Seller):**

1.

2.

3.

**Signature of 2<sup>nd</sup> Party (Purchaser)**

Drafted by me:

.....

Advocate

This Agreement of Sale consists of 17 (Seventeen) Pages including one Non-Judicial Stamp Paper of Rs.10 (Rupees Ten) only.

An extra page annexed with this agreement as Sketch Map of the schedule flat.

**TYPICAL \_ FLOOR PLAN OF BLOCK- \_ OF UNDER CONSTRUCTION BUILDINNG “BK AVISHIKTA” AT  
MOUZA-RUISANDA, J.L. NO. 211, BARKOLA GRAM PANCHAYAT, KHATIAN NO. 1439,1441,1442,  
R.S. AND L.R. PLOT NO. -24(P), POLICE STATION - KHARAGPUR (L) DIST.: PASCHIM MEDINIPUR**

