

AGREEMENT TO SELL WITHOUT POSSESSION

This AGREEMENT TO SELL WITHOUT POSSESSION is executed on this ____ day
of _____

BETWEEN

..... ,PAN NUMBER..... ,EPIC/Passport /OCI/CIO/PIO No....., Adhar
No..... son / wife / daughter of residing atby faith.....
, by Occupation , by Nationality.....,
Herein after referred to and called as the **“OWNER(S)/ VENDOR(S) ”**

AND

.....**PAN-**....., having place of business at, represented by its
Partner(s)son / wife / daughter of, residing at by faith
....., by Occupation, by Nationality , hereinafter referred to and called
as the **‘DEVELOPER (s) ’**

AND

..... **PAN No....., EPIC/Passport /OCI/CIO/PIONo....., Adhar No.....**
son / wife / daughter of residing at by faith..... , by
Occupation , by Nationality....., hereinafter referred to and
called as the **"PURCHASER (S)**

**(The Vendors / Purchaser(s) is / are being represented by his/her/their
Constituted Attorney (s) PAN No....., EPIC/Passport /OCI/CIO/PIO No.....,
Adhar No..... son/ wife/ daughter of, residing at, by faith,
by Occupation, by Nationality, by Constituted General/Special
Power of Attorney dated, /by Authenticated General/Special Power of
Attorney being No ...datedof the office of the.....)**

[for and on his/her behalf the representative / nominee / guardian / ward (as the case may be) (with all additions), Order or Permission No. Date (as the case may be)] / [Name of the Government / Organisation / Institution / Company / Firm / Trust / Society (as the case may be) with place of its headquarters and for and on its behalf the / its (Designation of the post held), (Name of the person holding the post or having the designation with all additions)]

NB : STRIKE OUT WHICH EVER IS NOT APPLICABLE

The expression of the terms the 'OWNER/VENDOR' , “ DEVELOPER” and the 'PURCHASER' wherever they occur in the body of this Agreement to Sell, shall mean and include them, their legal heirs, successors, legal representatives, administrators, executors, transferee(s), beneficiary(ies), legatee(s), probatee(s), nominees and assignee(s).

AND WHEREAS the VENDORS/ DEVELOPERS/OR BOTH for his/their bonafide needs and requirements have agreed to sell, convey, transfer and assign to the PURCHASER

And the PURCHASER has agreed to purchase the FLAT along with proportionate, undivided, indivisible and impartible ownership rights in the said Property with all rights and interest, easements, privileges and appurtenances thereto, with all fittings, fixtures, electricity and water connections, structure standing thereon, with all rights in common driveway,

entrances, passages, staircase and other common facilities and amenities provided therein, hereinafter referred to as "THE SAID PORTION OF THE SAID PROPERTY" for a total sale consideration of Rs. _____ (Rupees _____).

NOW THIS AGREEMENT TO SELL WITHOUT POSSESSION WITNESSETH AS UNDER :-

1. That in consideration of the sum of Rs. _____/- (Rupees _____), out of which a sum of Rs. _____/- (Rupees _____), as advance money has been received by the VENDOR/DEVELOPER/OR BOTH from the PURCHASER, in the following manner :

a) the receipt of which the VENDOR / DEVELOPER/ OR BOTH hereby admits and acknowledges and

b) the remaining balance sum of Rs. _____/- (Rupees _____), will be received by the VENDOR/ DEVELOPER/ OR BOTH from the PURCHASER, at the time of registration of the Sale Deed,

2. the VENDOR/ DEVELOPER / OR BOTH do hereby agree to grant, convey, sell, transfer and assign all his rights and interests in the said portion of the said property, fully described IN SCHEDULE B, together with proportionate undivided, indivisible and impartible ownership rights in the freehold land underneath the said building to the PURCHASER, on the terms and conditions herein contained provided that nothing herein stated shall confer or deemed to have conferred upon the PURCHASER exclusively any right or title to the common driveway, passages, staircase, overhead water tanks, sewers, water meters and other common facilities to the exclusion of the VENDOR/ DEVELOPER / OR BOTH and or the PURCHASER or owners or occupants of the other units of the said building.

3. That the actual physical vacant possession of the said portion of the said property will be delivered by the VENDOR/ DEVELOPER / OR BOTH to the PURCHASER, at the time of the registration of the Sale Deed, after receiving the full consideration.

4. That on or before _____, the VENDOR/ DEVELOPER / OR BOTH will execute and get the Sale Deed of the said portion of the said property registered, in favour of the PURCHASER or his nominee/s, on receipt of the full and final balance amount, failing which either party shall be entitled to get the Sale Deed registered through the court of law by SPECIFIC PERFORMANCE OF THE CONTRACT, at the cost and expenses of the defaulting party.

5. That the VENDOR/ DEVELOPER / OR BOTH hereby assures the PURCHASER that the VENDOR/ DEVELOPER / OR BOTH has neither done nor been party to any act whereby the VENDOR/ DEVELOPER / OR BOTH rights and title to the said portion of the said property may in any way be impaired or whereby the VENDOR/ DEVELOPER / OR BOTH may be prevented from transferring the said portion of the said property.

6. That the VENDOR/ DEVELOPER / OR BOTH hereby declares and represents that the said portion of the said property is not subject matter of any HUF and that no part of the said portion of the said property is owned by any minor.

7. That the VENDOR/ DEVELOPER / OR BOTH assures the VENDOR/ DEVELOPER / OR BOTH that the said portion of the said property is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaw, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever,

8. And if it is ever proved otherwise, or if the whole or any part of the said portion of the said property is ever taken away or goes out from the possession of the PURCHASER on account of any legal defect in the ownership and title of the VENDOR/ DEVELOPER / OR BOTH then the VENDOR/ DEVELOPER / OR BOTH will be liable and responsible to make good the loss suffered by the PURCHASER

9. And keep the PURCHASER saved, harmless and indemnified against all such losses and damages suffered by the PURCHASER.

10. That the house tax, water and electricity charges and other dues and demands if any payable in respect of the said portion of the said property shall be paid by the VENDOR/ DEVELOPER / OR BOTH upto the date of handing over

the possession and thereafter the PURCHASER will be responsible for the payment of the same.

11. That no common parts of the building shall be used by the PURCHASER or other owners/occupants of the said building for keeping/chaining pets, dogs, birds or for storage of cycles, motor cycles nor the common passage shall be blocked in any manner.

12. That the proportionate common maintenance charges will be paid by all the occupants/owners of the said building in proportion of the area occupied by them.

13. That the PURCHASER shall have full right of access through staircase to the top terrace at all reasonable times to get the overhead tank repaired/cleaned etc. and to install T.V. Antenna.

14. That the PURCHASER shall have, as a matter of right, right to use all entrances, passages, staircases and other common facilities as are available in the said building.

15. That a separate electric meter and water meter have been provided in the said building for the exclusive use of the owner(s)/occupants of the said portion of the said property.

16. That in the event of the building being damaged or not remaining in existence on any account whatsoever then the PURCHASER shall have the proportionate rights in the land alongwith other owners of the building and shall have the right to raise construction in proportion to the one as now being sold conveyed and being transferred under this Agreement to Sell Without Possession.

17. That the PURCHASER have full right to nominate or assign this Agreement to Sell in favour of any person or persons, be it a firm, body corporate or association of person and the VENDOR/ DEVELOPER / OR BOTH shall have no objection to it.

18. That pending completion of the sale, the VENDOR/ DEVELOPER / OR BOTH neither shall enter into any agreement of sale in respect of the said property or any part thereof nor shall create any charges, mortgage, lien or any arrangement, in respect of the said property in any manner whatsoever.

19. That the photostat copies of all relevant documents in respect of the said property have been delivered by the VENDOR/ DEVELOPER / OR BOTH to the PURCHASER.

20. That all the expenses of the Sale Deed viz. Stamp Duty, Registration charges, etc. shall be borne and paid by the PURCHASER.

21. That this transaction has taken place at As such, HIGH Courts shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this Deed.

THE SCHEDULE "A"

(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of land measuring about **Cottahs** **Chittacks** **sq. ft.** more or less land, along with the Complex named having **G +Building** lying and situated at Mouza-, Pargana-....., J.L. No..... , Re Su No.-..... Touzi No.....comprising in R.S. Dag No.-....., under R.S. Khatian No.-....., corresponding to LR Plot No..... **and LR Khatian No.....** , having Municipal Holding No....., Road Name , being Premises No.-..... , PIN-....., under Ward No.-..... within the limits ofMunicipality / Municipal Corporation, within the office of P.S.-..... District-....., and butted and bounded by: -

ON THE NORTH BY: -

ON THE SOUTH BY: -

ON THE EAST BY: -

ON THE WEST BY: -

THE SCHEDULE "B" ABOVE REFERRED TO –

[Description of the Flat/Unit]

ALL THAT piece and parcel of a demarcated self-contained **residential / semi commercial /office / commercial Flat/ covered garage / open garage** being No..... on theFloor, in Block-....., having measurement of sq. ft. Super built up area more or less comprising of, with Flooring , from Developer's Allocation within the G Plus..... Building, of age years, the property being tenanted / not tenanted , the property being litigated with pending Title suit Nofor yearlying in The Court of/ not litigated , within the Complex named together with undivided proportionate share of underneath land and other common amenities and facilities including easement and quasi-easement rights along with restrictions and reservations as stated aforesaid as attached with the Multi-storied Building within the said Complex at Municipal Holding No.-..... , Road , Being Premises No.-....., Road..... , Pin, under Ward No.-..... , within theMunicipality / Municipal Corporation, under the office of ,under P.S.-, District-..... fully described **"A" SCHEDULE** herein above written.

Annexed Plan marked with **Red Border** will be treated as part and parcel of this Deed.

UPLOAD the SKETCH MAP

- THE SCHEDULE "C" ABOVE REFERRED TO -

[The Common portions]

- 1.** Entrance and exists internal roads, and footpath.
2. Common durwans / caretaker room , Caretaker Room, Security Camera Room, (if any).
3. Boundary walls and main gates.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive are of any unit and/or exclusively for its use).
5. Staircases lobbies on all the floors and vacant area of the ultimate roof of the proposed building (Roof right will not be available for Garage, Shop and Godown owners, but rights attached to the Ground Floor will be available only).
6. Tube well and water supply system, water pumps, water pump rooms, overhead tank, septic tank together with all common plumbing installation for carriage of water (save only those as are exclusively within for the use of any unit.) , community Hall and two wheeler parking space
7. Lighting fixtures and fittings in common area from common use.

(Special amenities are to be incorporated in query and the amenities that are to be selected by citizens during filling up of query shall be auto generated in e deed)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals after understanding the contents of this Deed of conveyance on the day, month and year first above written.

Signature of the Vendor / developer(s)

Signature of the Purchaser (S)

WITNESSES :

SIGNED, SEALED AND DELIVERED

by the Parties at _____ in the presence of :

1.

2

Drafted by me:

MEMO OF CONSIDERATION

RECEIVED of and from the Purchaser.....the sum of Rs.....(**Rupees.....**) herein above towards the full consideration of the property.

D.D/Pay Order No.	Date	Bank	Amount
.....			Rs.....
Total :			Rs.....

.....

SINGATURE OF DEVELOPER / VENDOR/ CONFIRMING PARTY

(NB: The amount received by Vendor , Developer and confirming party should be mentioned separately)

Witnesses:

1.

2.

ALLOTMENT LETTER

Date:

To,

Sub: Allotment of Flat / Apartment No. _____ in our project known as "Agam".

Dear Sir / Madam,

- 1) We have acquired development rights in respect of the property bearing Plot No..... out of Survey No....., its corresponding City Survey No....., total admeasuring about mtrs. as per the Property Register Card out of which an area admeasuring about sq. mtrs. situated in Ideal Colony at Mouje....., Taluka, Dist....., within the limits of and within Registration Sub District Taluka - and Registration District of (hereinafter referred to as the "said Property") from its owner i.e Agam Co-operative Housing Society Limited.
- 2) We have registered the said project under the provisions of Real Estate (Regulation and Development) Act, 2016 and the Real Estate Regulatory Authority has issued us Registration Certificate bearing No._____ on _____.
- 3) You have applied for allotment of Flat No. ____ in our project known as "Agam" which is being constructed on the said property, vide application dated _____.
- 4) We have agreed to allot Flat / Apartment No.____ admeasuring about ____ Sq. Mtrs. carpet along with attached terrace / sit-out admeasuring about ____ Sq. Mtrs., and Architectural Projections Admeasuring about ____ Sq. Mtrs. situated on ____ Floor of the building known as _____ being constructed on the said property. Your said flat will be allotted one/two covered car parking space No.____ admeasuring about 8.18 Sq. Mtrs.

The area of the flat will be subject to variation of 3%. Carpet area on site shall differ because of skirting, POP, tiling, Plaster and you shall not object to such difference or shall not be entitled to any remuneration for such difference in carpet area.

- 5) The lump sum consideration amount agreed between us towards the said flat / apartment is Rs._____/-. We hereby acknowledge a receipt of Rs._____/-(Rupees _____ only) as earnest amount towards booking of the said flat / apartment.
- 6) It is agreed by and between us that the said allotment is provisional and you will abide by the terms and conditions of this Allotment Letter.
- 7) It is agreed by you that in case of cancellation of your allotment, we will refund you the amount till then paid by you towards consideration amount of the said flat / apartment, after deduction an amount of Rs.25,000/- from the said amount.
- 8) It is also agreed and confirmed between us that we shall execute a written Agreement for Sale in respect of the said Flat / apartment, in your favour subject to you making payment of 10% of the total consideration amount of the said Flat / Apartment (Plus applicable Stamp duty, Registration fees, GST or any other Govt. taxes as may be levied from time to time).
- 9) You have verified and satisfied about the rights, title and interest of the owners to the said property and about the Development rights acquired by us in respect of the said property and you have no objection and shall have no right to raise any objection in future regarding the same.
- 10) The Total Consideration for the said flat is Rs._____/-(Rupees _____ Only). You hereby confirm the following Payment Plan and will make the payment accordingly without any delay / default.
- (i) Rs. _____/-(Rupees _____ Only) to be paid as Earnest Money Deposit or application fee
- (ii) Rs. (Rupees) to be paid to the Promoter on the execution of Agreement.
- (iii) Rs. _____ (Rupees) 1% TDS to be paid directly to the Income Tax Authorities as per the provisions of s.194IA of Income Tax Act, 1961.
- (iv) Rs. (Rupees) to be paid to the Promoter on completion of the Plinth of the building.
- (v) Rs. (Rupees) to be paid to the Promoter on completion of the 1st slab of the building.

- (vi) Rs. (Rupees) to be paid to the Promoter on completion of the 3rd slab of the building.
- (vii) Rs. (Rupees) to be paid to the Promoter on completion of the 5th slab of the building.
- (viii) Rs. (Rupees) to be paid to the Promoter on completion of 7th slab of the building.
- (ix) Rs. (Rupees) to be paid to the Promoter on completion of the brick work of the flat.
- (x) Rs. (Rupees) to be paid to the Promoter on completion of the plaster and plumbing of the said Flat / Apartment.
- (xi) Rs. (Rupees) to be paid to the Promoter on completion of the flooring and tiling work of the said Flat / Apartment.
- (xii) Rs. (Rupees) to be paid to the Promoter on completion of the finishing work of the flat.
- (xiii) Rs...../- (Rupees) to be paid at the time of handing over of the possession of the Flat / Apartment to the Allottee on or after receipt of occupation certificate or completion certificate.

You have agreed to pay the consideration amount as agreed between us mutually.

The total consideration payable by you is excluding the amount of Stamp Duty, Registration Charges, GST and other applicable taxes, which shall be paid by you separately.

Time being essence of payment, in case of failure on your part to make payment as per the payment plan given herein below you shall be liable to pay interest @ 18% per annum on the due amount, from due date of payment till the date of actual payment.

- 11) If the Agreement is not executed within 30 days from the date of present Allotment Letter then interest @12% on the amount payable shall be charged from the date of expiry of 30 days period till the date of the agreement and/ or the allotment can be cancelled by the Promoter at its discretion. In case of cancellation of allotment to you, the amount till then paid by you shall be refunded to you after deducting an amount to Rs.25,000/-.

- 12) You have inspected and verified the Sanctioned plans and the Title documents of the said property; however, we are entitled to revise, modify the plans as required by the sanctioning authority subject to provisions of Real Estate Regulation Act, 2016.
- 13) You also confirm that until the agreement is executed, you shall not have any right, title, interest in respect of the said Flat and amount paid by you shall remain with us as interest free deposit.
- 14) You hereby also agree and confirm that an additional amount of Rs _____/- is payable by you towards advance maintenance charges for 24 months alongwith applicable GST which shall be paid by you at the time of possession of your flat/apartment.
- 15) You are requested to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing your signature on this letter.

For M/s. Gokhale Promoters LLP

Promoter

Accepted and Confirmed by me /us.

Allottee/s

MODEL

DEED OF CONVEYANCE

(For conversion of Leasehold land/Flat to Freehold Land/Flat)

This conveyance made on this.....day of..... between the Governor of West Bengal, hereinafter called “The Vendor” (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the One Part

AND

Shri/Smt. _____ wife/son/daughter/widow of Shri
_____ aged about _____ years, residing at
_____ P.S. _____ District
_____ PIN No _____ hereinafter called “The Vendee”(which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, administrator(s), representative and permitted assignees) of the Other Part.

WHEREAS by a Lease Deed dated _____ day of _____ made between the Governor or his assignee on the One Part and above “Vendee” on the Other Part and registered vide Serial No. _____ in Book No. _____ Volume No. _____ at page _____ to _____ (hereinafter referred to as the said Conveyance Deed) Plot No. _____ under Khatian No. _____ situated in the (details of land /flat to be incorporated) _____ District _____ was demised and assured unto the said Vendee herein subject to the limitation, terms and conditions mentioned therein.

AND WHEREAS, it was under active consideration of the State Government to introduce a scheme for allowing the conversion of leasehold land parcels into freehold for the convenience of lessees on option basis on payment of conversion fee determined on the basis of plot size, type of plot and current market price of the land parcel, from willing lessees/mutated lessees.

AND THEREFORE, the State Government, hereby introduced **West Bengal Land Conversion (Leasehold land to Freehold) Scheme, 2022**, for conversion of leasehold land into freehold land only in respect of residential and commercial plots except land in khatian-1 and khas land, details of which has elucidated in the subsequent chapters of the said Scheme.

AND WHEREAS representing that the said Lease is still valid and subsisting and the said Vendee applied to the Vendor to purchase reversionary right, title and interest of the Vendor in the said demised property leased out to him/her under the said Lease Deed to the extent of its permanent, transferable and heritable rights and the Vendor has agreed to sell such right, title and interest of the said demised property subject to the terms and conditions appearing hereinafter.

OR (IN CASE OF CO-OPERATIVE HOUSING SOCIETY)

AND WHEREAS representing that the said Lease is still valid and subsisting and the said Vendee applied to the Vendor through the concerned Co-operative Housing Society/with the NOC issued by the concerned Co-operative Housing **Society** to purchase reversionary right, title and interest of the Vendor in the said demised property leased out to him/her under the said Lease Deed to the extent of its permanent, transferable and heritable rights and the Vendor has agreed to sell such right, title and

interest of the said demised property subject to the terms and conditions appearing hereinafter.

NOW THIS INDENTURE WITNESS THAT in consideration of the sum of Rs. (Rupees) paid as conversion fees before the execution hereof (the receipt where of the Vendor hereby admit and acknowledges) the aforesaid representation and subject to the intimation mentioned hereinafter the Vendor both hereby grants, conveys, sells, releases and transfers, assigns and assures unto the aforesaid Vendee the permanent, transferable and heritable rights in respect of the demised land situated at Plot No. in (details of land /flat to be incorporated) (hereinafter referred to as the said property) more fully described in the schedule hereunder TO HAVE AND TO HOLD the same unto the Vendee with permanent heritable and transferable rights, SUBJECT to the exceptions, reservations, covenants and conditions hereafter contained, that is to say, as follows;-

1. The Vendee will have only the exclusive surface rights over the said property.
2. The Vendor excepts and reserves unto himself all mines and minerals of whatever nature lying in or under the said property together with full liberty at all times for the Vendor its agents and workmen, to enter upon all or any part of the property to search for, win, make merchantable, and carry away the said mines and minerals under or upon the said property or any adjoining lands of the Vendor and to lay down the surface of all or any part of the said property and any building under or hereafter to be erected thereon making fair compensation to the Vendee for damage done unto him thereby subject to the payment of land

revenue or other imposition payable or which may become lawfully payable in respect of said property and to all public rights or easement affecting the same.

3. That notwithstanding execution of this deed, use of the property in contravention of the provisions of Land Use and Development Control Plan (LUDCP)/Master plan/ development plan / lay out plan shall not be deemed to have been condoned in any manner and the Planning Authority/ Development Authority shall be entitled to take appropriate action for contravention of relevant provisions in this regard or any other law for the time being in force.
4. The Vendee shall comply with the building, drainage and other bye-laws of the appropriate Municipal or other authorities for the time being in force.
5. The Vendee shall comply with the West Bengal Building Rules, rules relating to Solid Waste Management, Plastic Waste Management, e-Waste Management, Construction and Demolition Waste Management, Hazardous Waste Management, Noise Pollution (Regulation and Control) etc. and the respective bye-laws of the appropriate Municipal or other authorities for the time being in force.
6. The Vendee shall comply with the various State policies/guidelines with regard to the aforesaid matters including the matters relating to drainage, swage, drinking waters, control of mosquito breeding, public health, environmental norms etc. issued from time to time by the appropriate authorities.
7. If it is discovered at any stage that this Deed has been obtained by suppression of any factor by any misstatement, misrepresentation or fraud, then this Deed shall become void at the option of the Vendor, who shall have the right to cancel this Deed and forfeit the consideration paid by the Vendee. The decision of the Vendor in this regard shall be final and binding upon the Vendee and shall not be called in question in any proceedings.

8. The Vendee shall not commit any act of waste on the said property so as to render it unfit for the purpose of being used as house-site.
9. It is further declared that as a result of this Conveyance Deed, present Vendee from the date mentioned hereafter will become owner of the said property with permanent, transferable and heritable rights and the Conveyance Deed for lease of the land earlier executed with the Vendee on behalf of the Vendor both hereby releases the Vendee from all liability in respect of the covenants and conditions contained in the said Lease Deed required to be observed by the Vendee of the said demised property.
10. It is also further declared that if any loan, mortgage, charge or any other liabilities has been incurred upon the said plot of land as a Lessee before being owner upon exercising the option for conversion from Leasehold land to Freehold land and execution of this Deed of Conveyance, the aforesaid liabilities will be borne by the Vendee.
11. The Vendee shall not change the Land Use as change of Land use is not permissible under the said Scheme, 2022.
12. The stamp duty and registration charges, upon this instrument shall be borne by the Vendee.
13. That the VENDOR do hereby covenants and assures that the Vendee is entitled to have mutation of his name in all public records, local body in this respect.
14. This transfer shall be deemed to have come into force with effect from the date of registration of this Deed.

In witness where of Shri _____ for and on behalf of and by the order and direction of the Vendor has hereunto set his hand and

Shri / Smt. _____ the purchaser, has, hereunto set
his/her hand day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

1. District _____
2. Police Station _____
3. Unit _____
4. Plot No. _____
5. Extent (Dimension and area _____)
6. Bounded by

North:

South:

East:

West:

Signed by Shri.....

For and on behalf of and by the order and direction of the Government of West
Bengal (Vendor) in the presence of witness

(Name and address in full)

1. Shri/Smt. _____

(Signature of witness)

2. Shri/Smt. _____ **(Vendor)**

(Signature of witness)

In presence of witness (Name and address in full)

1. Shri. _____ **(Vendee)**

2. Shri. _____ **(Vendee)**