

## **AGREEMENT FOR SALE**

**This Agreement is made on ..... Month, 202 .....**

### **BETWEEN**

**(1) SRI DEBU MAL**, S/O - Late Dayal Mal, residing at Rangamati, P.O. – Vidyasagar University, P.S. - Midnapore, Dist. - Paschim Medinipur, West Bengal, **PAN – ANRPM5331L, Aadhaar No. – 9982 2426 9130** & **(2) SMT. JAYANTI MAL**, W/O – Bablu Mal, residing at Rangamati, P.O. – Vidyasagar University, P.S. - Midnapore, Dist. - Paschim Medinipur, West Bengal, **PAN – DADPM1285H, Aadhaar No. – 3146 5913 3930** called the **LAND OWNERS** – Represented by his constituted Attorney **THE 69**, a partnership firm having its registered office at 972, Rangamati, Ward No. 25, P.O. – Vidyasagar University, P.S. – Midnapore Kotwali, Dist. – Paschim Medinipur, PAN – AAPFT6698A represented by its present partners – **(1) SRI BISWANATH GHOSH**, S/O – Late Kalipada Ghosh residing at – Rangamati, P.O. – Vidyasaar University, P.S. – Midnapore Kotwali, Dist. – Paschim Medinipur, PAN – BHKPG4078A and **(2) SMT. MITALI GHOSH**, W/O – Sri Biswanath

Ghosh residing at – Rangamati, P.O. – Vidyasagar University, P.S. – Midnapore Kotwali, Dist. – Paschim Medinipur, PAN – ALEPG0376Q called the **PARTNERS/ DEVELOPERS** and both are By Religion – Hindu, By Citizen – Indian (Which expression shall unless be included their legal heirs, executor, administrator, legal representatives and assignees) – **FIRST PART**.

**AND**

(1) ...., S/O – ...., Address : ...., P.O. – ...., P.S. – ...., Dist. – ...., PIN – ...., PAN – ...., **AADHAAR No.** – ...., By Religion – Hindu, By Profession – ...., By Citizen – Indian, & (2) ...., S/O – ...., Address : ...., P.O. – ...., P.S. – ...., Dist. – ...., PIN – ...., PAN – ...., **AADHAAR No.** – ...., By Religion – Hindu, By Profession – ...., By Religion – Hindu, By Profession – Business, By Citizen – Indian, called the **PURCHASER(S)** (Which expression shall unless be included their legal heirs, executor, administrator, legal representatives, assignees) – **SECOND PART**.

**AND**

**THE 69, A PARTNERSHIP** Firm having its registered office at 972, Rangamati, Ward No. 25, P.O. – Vidyasagar University, Under P.S. – Midnapore Kotwali, Dist. – Paschim Medinipur, represented by its present partners (1) **SRI BISWANATH GHOSH**, S/O – Late Kalipada Ghosh, and (2) **SMT. MITALI GHOSH**, W/O – Sri Biswanath Ghosh, both are residing at – Rangamati, P.O. – Vidyasagar University, under P.S. – Midnapore Kotwali, Dist. – Paschim Medinipur, herein after called the **CONFIRMING PARTY / DEVELOPERS / VENDORS** (Which expression shall unless be included their legal heirs, executor, administrator, legal representatives, assignees) – **THIRD PART**.

**WHEREAS**, the owner of the FIRST PART being the owner of ALL THAT area of Bastu land measuring 9004.73 Sq. ft. = 0.2067 acre within mouza – Rangamati, J.L. No. – 150 under P.S. – Midnapore Kotwali, Dist. – Paschim Medinipur as described in the schedule A below and is exercising right, title, interest, and possession over the same by paying taxes.

**AND WHEREAS, THE LAND OWNER** by an **AGREEMENT** dt. 20.08.2024 appointed the confirming party as **DEVELOPER** for construction of multistoried residential cum commercial building on A schedule property and the owner by executing power of attorney dt. 20.08.2024 appointed the

partnership firm **THE 69** represented by its present partners **(1) SRI BISWANATH GHOSH** and **(2) SMT. MITALI GHOSH** in individual capacity.

**AND WHEREAS, THE OWNER AND CONFIRMING PARTY / DEVELOPERS / VENDORS** has agreed to sell one flat measuring ..... **sq.ft.** with super buildup area being **FLAT No. ....** in the ..... floor with undivided imparable proportionate share of land at **Rs. ..../-** only (without GST) including the common area facilities amenities, result of enjoyment of all common charges annexed in Building subject to payment of maintenance charges of the common things and enjoyment and facilities.

**AND WHEREAS**, the purchaser after checking respective of all documents relating to the title, sanction plan, specification of construction, being fully satisfied has agreed to purchase the B schedule FLAT.

**AND WHEREAS**, for completion of the said B schedule the parties herein do hereby agree on the following terms and conditions :-

#### **TERMS AND CONDITIONS**

1. The purchaser is fully satisfied with the title to the property of the vendor and authority of the confirming party to sell the FLAT as described in B schedule property after making inspection of all deeds, documents, papers, tax receipt possession and also the sanction plan. The purchase is also fully satisfied with the nature of construction.
2. That the Developer and vendor shall execute and register proper instrument and transfer of B schedule FLAT together with proportionate undivided share of land underneath of A schedule property in favour of the purchaser within **three months** after accepting the entire consideration money of the B schedule FLAT.
3. That the purchaser shall pay the consideration money of the B schedule Flat for **Rs. .... /-** only and the said consideration money shall be paid in the following manner :-
  - (i) Payment **Rs. ....**
  - (ii) Payment **Rs. ....**
  - (iii) Payment **Rs. ....**
4. In General, Purchaser should maintain the following payment schedule:
  - (i) Booking amount : 20% of the total amount.

- (ii) After roof casting : Payment should be completed to 50% of the total amount.
- (iii) After inner wall plaster : Payment should be completed to 70% of the total amount.
- (iv) After putty of inner wall : Payment should be completed to 85% of the total amount.
- (v) After fixing of floor tiles : Payment should be completed to 95% of the total amount.
- (vi) Before one week of sale deed registration : Total payment should be completed.

5. That if any extra work is required to be done by the request of the purchaser the purchaser shall have to pay the said extra cost to be calculated by the developer in advance before starting brick works and no request shall be accepted after completion of brick work. In case if purchaser refused to purchase, the purchaser shall not be entitled to claim charges paid for extra work and the Developer also shall have a right to deduct 5% from the total price as damages.
6. That the Developer shall hand over possession of the B schedule FLAT to the purchaser, within **one month** from this date the Developer shall give seven days notice upon the purchaser for taking possession and on the expiry of seven days it shall be deemed to possession has been taken by the purchaser and shall be liable for payment of maintenance charges to the Developer so long the association flat owners is not formed and charge taken. The project will be completed within maximum 24 months.
7. That the purchaser shall pay proportionate share of maintenance charges for common user of enjoyment and facilities annexed with the A schedule building.
8. That the purchaser shall not claim any partition of the proportionate share of land in the A schedule.
9. That the purchaser shall pay separately the cost for installation of electric meter to the Developer.
10. The purchaser after purchase of B schedule shall not create any disturbance in peaceful occupation of the other flat owner and shall not keep any goods or materials in common area.

11. That the purchaser shall at his own cost shall make arrangement for registration of deed entirely at his own cost within three months from the date of taking possession and all arrangement for registration shall be done by the appointed Advocate of the Developer and by the Advocate, no addition alteration of the draft shall be made but grammatical mistake can be corrected.
12. That in any case for non registration of the deed within the time any penalty is imposed the purchaser shall be liable to pay all the fines both Owner/Developer and Purchaser.
13. That the purchaser within the three months from the date of purchase of the B schedule Flat shall apply for mutation of his/her name before the municipality and shall pay tax separately for the said Flat. So long the mutation of the name is not made the purchase shall pay the proportionate tax of the A schedule property to the Developer.
14. That the purchaser till the execution of registration of the sale deed of the B schedule Flat shall not be entitled to enter in to an agreement for sale, mortgage, transfer in any means either by letting out or other means of B schedule Flat without consent in writing from the Developer.
15. That the purchaser after his purchase shall maintain inside the B schedule Flat at his/her own cost but shall not be entitled to do any act of structural addition and alteration and also shall not cause any damages of the common portion mentioned in C schedule and also shall not cause any damages of Beam, foundation, common wall either by rusting nail or any hard things.
16. That the purchase shall not be entitled to do any act resulting any damages of support of the building.
17. That the purchaser shall use the B schedule flat only for residential purpose and shall not use for any illegal or any immoral or other purpose.
18. That the purchaser shall not change the floor tiles and also will not do any act causing extra load.
19. That if the purchaser fails to pay the consideration money in terms of agreement the Developer shall give notice to the purchaser giving one month time to pay and if it fails the Developer shall have right to cancel the agreement and shall have right to sell the B schedule flat to third party.

20. That for any unavoidable circumstances or for any other unforeseen or due to act of God the construction work is delayed the Developer shall not be liable to pay any damages to the purchase.
21. That the Developer shall have all right of making further construction on the top floor if plan is sanctioned by the municipal authority and purchase shall have no objection to the same. In the event of any obstruction by the purchase he will be liable for damages to the Developer.
22. That the purchaser shall be bound to give access to the men of developer or allocation in the B schedule if in any case is required for maintaining, cleaning and any common things of the A schedule building.
23. That the purchaser shall be bound to join the association, which will be formed by the Flat Owners for maintenance of the A schedule building.
24. That in failure to pay the share of maintenance, the purchaser will be deprived from the facilities of common enjoyment and for delayed payment 5% per month shall be paid as penalty
25. That the wall between the room of the B schedule flat shall be common and the purchaser shall not do any act causing any damage of wall, foundation, beam, ceiling, structure etc. and shall not insert any nail in the common wall, common beam etc.
26. That the purchaser shall pay separate charges for separate electric meter and all meters be kept in common meter space.
27. That the purchaser shall not do any act on the exterior portion that is outside of the flat shall maintain his/her flat of his/her own cost.
28. That the purchaser shall not throw any dirt, rubbish in the A schedule building except the place which will be made by the association.
29. That the purchaser will be entitled to fix Antenna on the roof and space shall be provided by the Developer.
30. That the purchaser of flat may name plate outside the wall as will be provided by the Developer.
31. That the main gate shall be closed after normal hours for safety and securities of the A schedule building but by the purchaser's request the main gate shall be opened but in no case the purchaser and his family members will be refused to enter in to the building.

32. That the purchaser shall always cooperate with the Owner / Developer / Association in all matters.
33. That the Developer hereby declare that the property in A schedule is free from all encumbrances, lien, attachment and the Owner has a good and marketable title to the land and the Developer has its good right to sell the flat in the B schedule.
34. That after handover possession of the entire A schedule to all the purchaser the Developer shall not be entitled to maintain the building and after transfer of all right of the maintenance from the developer shall be ceased.
35. That the title deeds and documents shall be the custody of the Owner and on payment of the charges Xerox copy may be supplied.
36. That the purchaser shall not install any machine, generator or anything causing vibration and sound but entitled to use portable generator.
37. That if any unavoidable circumstances arises and the purchaser want to refund the money paid as an advance for FLAT then the Developer shall return the money after six months from the date of agreement. Purchaser can never claim for early refund in any way. If the purchaser wants the refund earlier then it will be done only after the consideration of the Developer. And in this refund process 10% of the paid amount will be deducted as a compensation charges.
38. That the name of the building shall be '**The 69, Unit - 3, Rangamati Green Project**'.

#### **ARBITRATION**

All dispute and differences by and between the parties in any way relating to or connected with the premises and/or building and/or this agreement or anything done in pursuance here of shall be referred for arbitration to such person as be appointed for adjudication and to make the interim awards.

#### **JURISDICTION**

Only the courts having jurisdiction over the premises shall have the jurisdiction in all matters relating to or arising out of this agreement.

#### **NOTICE**

Any notice to be served hereunder by either of the parties on the other or others shall be deemed to have been served by registered post with a/d at the last known address of the parties hereto.

## **DEFINITION**

In this agreement the terms used shall unless repugnant to the context have the following meaning –

**ADVOCATE** shall mean such person whom the Developer may appoint in due course of time.

**ANNEXER** – A shall mean the statement of particulars annexed hereto and marked A which shall be part of this agreement.

**ARCHITECTS** – shall mean person whom the developer may appoint from time to time as the Architects for the building.

**ASSOCIATION** shall mean a society or association formed by the Flat owners for the common purpose.

**BUILDING** – shall mean all or any of the building on the premises and such building or buildings will have such name as the Developer may think fit and proper.

**COMMON EXPENSES** – shall include all expenses to be incurred by the Co-owners for the maintenance, management and to upkeep up of the building and the premises and / or expenses for the common purpose mentioned in the schedule C below.

**CO-OWNER** – shall according to its context mean all persons who acquire or agree to acquire by purchase units in the building including the Developer for the units not alienated or agreed to be alienated.

**COMMON PORTIONS** – shall mean all the common areas, drive ways, erections, constructions and installations comprised in the building those mentioned in the schedule C below and expressed or intended by the Developer for common use and enjoyment of the co-owners and shall include the land comprised in the premises wherever the context so permits.

**COMMON PURPOSES** – shall mean the of managing and maintaining the building and the premises and the particular common portions, collection and disbursement of common expenses and dealing with the matters of common interest of the Co-Owners and relating to their mutual rights and obligations

for the most beneficial use and enjoyment of their respective units exclusively and the common portions in common.

**COVERED AREA** shall mean the plinth area of the said unit including the bathrooms and balconies and also the thickness of the boundary walls and pillars and also including a proportionate share of the plinth area of the common portions. Provided that if any wall be common between two units then one half of the area under such wall shall be included in each such unit.

**PLANS** shall mean the plan, drawings and specification of the premises and the building prepared by the architects and / or sanctioned by the M.K.D.A./ Municipality and subject to such alterations therein from time to time made with approval of the Architect and / or Midnapore Municipality / M.K.D.A.

**Premises** – shall mean the premises described in the schedule B below and shall also include the building thereon wherever the context so permits.

**PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion in which the covered area of any unit be to the covered area of all units in the building PROVIDED THAT where it refers to share of any rates and/or taxes are being respectively levied i.e. in case the basis of any levy be area, rental income or user them the same shall be shared on the basis of area, income, or user of the respective units by the co-owners respectively.

**UNDIVIDED SHARE** – shall mean the undivided proportionate share in the land comprised in the premises and the common portion held by and/or herein agreed to be sold to the purchaser and also wherever the context permits.

**PURCHASER** shall include the successors-in-interest and / or assigns of the purchaser .

**UNIT** shall mean the spaces constructed in the buildings intended and/or capable of being and/or occupied by any co-owner.

**THE SAID UNIT** shall mean the portion of the said building described in a part 1 of annexure A and wherever the context permits it shall also include the parking space if any mentioned therein and undivided share of the purchaser.

**DEVELOPER** shall include its successor in-interest and/or assigns.

**SINGULAR** shall include the plural and vice – versa.

## **A SCHEDULE**

Within Dist. – Paschim Medinipur, P.S. – Midnapur Kotwali, Mouza – Rangamati, J.L. No. – 150, L.R. Khatian No. – ..... R.S. Plot No. – 108, L.R. Plot No. – 168, Area 0.2067 acre = 9004.73 sq.ft., is a property of '**The 69'**.

## Measurement of plot

## Butted and bounded by

## **B SCHEDULE**

Out of A Schedule Property - One Flat No. .... on ..... floor  
measuring carpet area ..... sq.ft. (approx.) with ceiling height 9.6 ft.  
having common partition wall of 5 inches.

## Butted and Bounded

**North –** .....

## **South –** .....

**East** – .....

**West** – .....

## **C SCHEDULE (COMMON PORTION)**

## 1. AREAS :-

- (a) Entrance, Exits, Boundary walls, Open paths and passages and space kept open
- (b) Lobbies stair cases and landings
- (c) Land foundation, beam, column, wall between the flat
- (d) Roof of the proposed building, tank, pump room, sanitary chamber, water reservoir, all fittings for common enjoyment

- (e) Other spaces for installing pumps, electrical and other installations and of common installations hereinafter.
- 2. WATER PLUMBERING :- Water pumps, water reservoirs, water tank, water pipes.
- 3. ELECTRICAL INSTALLATION :- Wiring, and assemblies for lighting of the common paths and
- 4. DRAINS ETC. :- Drains, Sewers and pipes
- 5. OTHER :- Other common areas and installations and/ or equipment as are provided in the building for common use and/or enjoyment.

#### **D SCHEDULE (MANNER OF COMPLETION OF THE SAID UNIT)**

- a) Tiles Floor and 4/2 ft dining and all other rooms excepting kitchen and toilet wall (2/2 ft)
- b) Kitchen will have tiles finish in floor 2/2 ft high glazed/matt finished vitrified tiles, tiles will be provided over cooking platform in kitchen. In toilet matt finished tiles floor will be provided. Dado will be 4 inch high glazed/matt finished vitrified tiles in toilets.
- c) Plaster of Paris / putty coating on walls.
- d) Concealed electrical wiring 4 points in each room.
- e) Concealed pipe fittings in toilet
- f) Sink and aqua guard concealed pipe line for kitchen
- g) One type hanging W.C., shower points, two taps and wash basin
- h) Aluminum / UPVC window with glass pans
- i) Door frames with flush door in rooms
- j) Automatic Lift facilities.

For extra work of fittings extra charges shall have to be paid in advance.

#### **E SCHEDULE**

- (a) MAINTENANCE - All expenses for maintaining, repairing, renovating and replacing the common portion including the outer walls of the building.
- (b) OPERATIONAL : - All expenses for running and operating all machinery equipments and installations comprised in the common portion including

water pump, electrical sub-station, transformer and generator and including the cost of repairing and replacing the same.

- (c) STAFF - The salaries of and all other expenses on the staff to be employed for the common purposes including their salaries bonus and other emoluments and benefits shall to be bourn by the Flat owners through their association.
- (d) ASSOCCIATION - Establishment and all the expenses of the Association including its formation, office, establishment, and miscellaneous expenses and also expenses of the Developer or any agency looking after the common purpose until handing over the same to the Association.
- (e) INSURANCE - Cost of insuring the building or common portion.
- (f) FIRE FIGHTING - Cost of installing and operating the firefighting equipment and personnel
- (g) RESERVERS - Creating of Funds for replacement, renovation and/or other periodic expenses.
- (h) OTHERS - All other expenses and/or outgoing as are incurred by the Developer and/or the association for the common purposes.

**WITNESSES :-**

1.

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**SIGNATURE OF DEVELOPERS /  
VERDORS FIRST PART.**

2.

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**SIGNATURE OF VENDEES /  
SECOND PART.**