



पश्चिम बंगाल WEST BENGAL

98AB 040733

AGREEMENT FOR SALE

THIS AGREEMENT is MADE ON THIS THE _____ DAY OF OCTOBER,

2024 (TWO THOUSAND TWENTY FOUR) OF THE CHRISTIAN ERA.

B E T W E E N

(1) SHRI SATYAJIT MAITY, PAN NO. BNYPM5424J, Aadhaar No. 432029955076, Voter I. Card No. WB/19/089/318194, **(2) SHRI SOUMEN MAITY**, PAN NO. BMEPM8385F, Aadhaar No. 477924302598, Voter I. Card No. MGS1586155, both are Sons of Shyamapada Maity, both are by Nationality – Indian, by Faith – Hindu, by Occupation – No. 1 – Service, No. 2 – Business, both are residing at Vill - Tababeria, P.O. Beraberia, P.S. Amdanga, Dist – North 24 Parganas, PIN – 700121, hereinafter called and referred to as the **LAND OWNERS** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

The Land Owners herein is hereby represented by their constituted attorney **SHRI ASHOK SINGH**, PAN NO. BNGPS8226Q, Aadhaar No. 628646272217, Voter I. Card No. MGS1589191, Son of Late Prabhunath Singh, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at Vill & P.O. Beraberia, P.S. Amdanga, Dist – North 24 Parganas, PIN – 700 121, the Sole Proprietor of **M/S. SINGH CONSTRUCTION**, having its Office at Vill & P.O. Beraberia, P.S. Amdanga, Dist – North 24 Parganas, PIN – 700 121, by virtue of a Registered Development Power of Attorney being No. 15103981 dated 15/03/2021 which was registered at D.S.R.-I, North 24 Parganas, at Barasat and recorded the same in Book No. I, Volume No. 1510-2021, Pages from 141126 to 141152 for the year 2021.

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M/S. SINGH CONSTRUCTION, having its Office at Vill & P.O. Beraberia, P.S. Amdanga, Dist – North 24 Parganas, PIN – 700 121, represented by its Sole Proprietor, **SHRI ASHOK SINGH**, PAN NO. BNGPS8226Q, Aadhaar No. 628646272217, Voter I. Card No. MGS1589191, Son of Late Prabhunath Singh, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at Vill & P.O. Beraberia, P.S. Amdanga, Dist – North 24 Parganas, PIN – 700 121, hereinafter referred to and called as the **DEVELOPER** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include its

successors-in-office, as proprietor successors-in-interest legal representatives and assigns) of the **SECOND PART.**

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hereinafter called and referred to as the **PURCHASER/S** (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his / their heirs successors, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS one Shri Bishnupada Maity was the absolute Owner and peaceful possessor of ALL THAT a piece and parcel of land measuring 29 Decimals more or less lying and situated at MOUZA – CHHARUHAT, J.L. No. 75, Pargana – Anowarpur, comprised in R.S. Khatian No. 190, in R.S. & L.R. Dag No. 612, under P.S. & A.D.S.R.O. Amdanga, Dist – North 24 Parganas, which was purchased by virtue of a Registered Deed of Sale being No. 5345 dated 05/07/1965 which was duly registered at Joint S.R.O. Habra-Amdanga, and recorded the same in Book No. I, Volume No. 51, Pages from 166 to 168 for the year 1965.

AND WHEREAS said Shri Bishnupada Maith after purchasing the aforesaid landed property measuring 29 Decimals by virtue of aforesaid Registered Deed of Sale being No. 5345 for the year 1965, became the absolute Owner of the said landed property and he mutated and recorded his name before the local B.L. & L.R.O. in L.R. Khatian No. 331 and while he seized, possessed and enjoyed the aforesaid landed property, sold, transferred and conveyed the land measuring 15 Decimals out of his aforesaid total land measuring 29 Decimals unto and in favour of Shri Tapan Kumar Maity, Shri Pintu Maity and Shri Anup Kumar Maity by virtue of a Registered Deed of Sale being No. 1330 dated 23/03/990 which was duly registered at S.R.O. Amdanga and recorded the same in Book No. I, Volume No. 19, Pages from 381 to 388 for the year 1990 and accordingly said Shri Bishnupada Maity delivered the kaks possession of the said landed property measuring 15 Decimals unto and in favour of said Shri Tapan Kumar Maity, Shri Pintu Maity and Shri Anup Kumar Maity.

AND WHEREAS said Shri Tapan Kumar Maity, Shri Pintu Maity and Shri Anup Kumar Maity after purchasing the aforesaid landed property measuring 15 Decimals by virtue of aforesaid Registered Deed of Sale being No. 1330 for the year 1990, became the absolute Owners of the said landed property and said Anup Kumar Maity while seized, possessed and enjoyed his aforesaid undivided 1/3rd share of the aforesaid landed property, died intestate as bachelor leaving behind him his only mother Smt. Nalini Bala Maity as his only legal heir and successor and after demise of said Anup Kumar Maity as bachelor, his aforesaid mother Smt. Nalini Bala Maity obtained the said deceased Anup Kumar Maity's undivided 1/3rd share of said landed property by way of inheritance under Hindu Succession Act left by said deceased Anup Kumar Maity.

AND WHEREAS said Shri Tapan Kumar Maity, Shri Pintu Maity and Smt. Nalini Bala Maity while seized, possessed and enjoyed the aforesaid landed property measuring 15 Decimals lying and situated at MOUZA - CHHARUHAT, J.L. No. 75, Pargana - Anowarpur, comprised in R.S. Khatian No. 190, corresponding to L.R. Khatian No. 331, in R.S. & L.R. Dag No. 612, under P.S. & A.D.S.R.O. Amdanga, Dist - North 24 Parganas, exchanged their aforesaid landed property with one Shri Shyamapada Maity by virtue of a Registered Deed of Exchange being No. 996 dated 05/03/2008 which was duly registered at D.S.R.-I, North 24 Parganas at Barasat and recorded the same in Book No. I, C.D. Volume No. 1, Pages from 13456 to 13467 for the year 2008 and accordingly said Shri Tapan Kumar Maity, Shri Pintu Maity and Smt. Nalini Bala Maity delivered the khas possession of the said landed property measuring 15 Decimals unto and in favour of said Shri Shyamapada Maity.

AND WHEREAS said Shri Shyamapada Maith after obtaining the aforesaid landed property measuring 15 Decimals lying and situated at MOUZA - CHHARUHAT, comprised in R.S. Khatian No. 190, corresponding to L.R. Khatian No. 331, in R.S. & L.R. Dag No. 612 by virtue of aforesaid Registered Deed of Exchange being No. 996 for the year 2008, became the absolute Owner of the said landed property and he mutated and recorded his name before the local B.L. & L.R.O. in L.R. Records of right and while he seized, possessed and enjoyed the aforesaid landed property died intestate leaving behind him his Wife Smt. Gita Maity and two sons namely

Shri Satyajit Maity and Shri Soumen Maity as his only legal heirs and successors to inherit his aforesaid landed property and thereafter said Smt. Gita Maity died intestate leaving behind her said two sons namely said Shri Satyajit Maity and Shri Soumen Maity as her only legal heirs and successors and after demise of said Shyamapada Maity and after demise of said Gita Maity, their aforesaid two sons namely said **Shri Satyajit Maity and Shri Soumen Maity, the Land Owners herein** obtained the aforesaid landed property measuring 15 Decimals lying and situated at MOUZA - CHHARUHAT, comprised in R.S. Khatian No. 190, corresponding to L.R. Khatian No. 331, in R.S. & L.R. Dag No. 612, by way of inheritance under Hindu Succession Act left by said deceased Shyamapada Maity and deceased Gita Maity.

AND WHEREAS said **Shri Satyajit Maity and Shri Soumen Maity, the Land Owners herein** while seized, possessed and enjoyed their aforesaid landed property measuring 15 Decimals, for their better use and enjoyment, they partitioned their aforesaid landed property with the other adjacent landed property in same Dag No. 612 with other co-owner Shri Minty Maity by virtue of a Registered Partition Deed being No. 1820 dated 01/10/2018 which was duly registered at A.D.S.R.O. Amdanga and recorded the same in Book No. I, Volume No. 1516-2018, Pages from 39244 to 39283 for the year 2018.

AND WHEREAS said **Shri Satyajit Maity and Shri Soumen Maity, the Land Owners herein** by virtue of aforesaid Registered Partition Deed being No. 1820 for the year 2018, obtained the landed property measuring 14 Decimals lying and situated at MOUZA - CHHARUHAT, comprised in R.S. Khatian No. 190, corresponding to L.R. Khatian No. 331, in R.S. & L.R. Dag No. 612, become the absolute joint owners of the said landed property measuring 14 Decimals and they mutated and recorded their names before the local B.L. & L.R.O. in L.R. Records of Right in L.R. Khatian Nos. 1398 & 1399 and paying respective rents and taxes to the concerned authorities on regular basis.

AND WHEREAS thus said to **Shri Satyajit Maity and Shri Soumen Maity, the Land Owners herein** become the absolute owners of **ALL THAT** a piece and parcel of Bastu Land measuring about **14 Decimals**

more or less lying and situated at **MOUZA - CHHARUHAT**, J.L. No. 75, Pargana - Anowarpur, comprised in R.S. Khatian No. 190, corresponding to **L.R. Khatian Nos. 1398 & 1399**, in **R.S. & L.R. Dag No. 612**, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Dist - North 24 Parganas, which is more fully described in the **FIRST SCHEDULE** hereunder written by virtue of aforesaid Registered Deed of Partition being No. 1820 for the year 2018 and they seize, possess and enjoying the same as rightful owners without any interruption and they have every right, title, interest and in physical possession over the said landed property which is free from all encumbrances and good marketable title and they have every right to transfer, sale, gift, liens, mortgage, develop in any manner whatsoever in favour of any third party or parties.

AND WHEREAS said **Shri Satyajit Maity and Shri Soumen Maity, the Land Owners herein** for better use and enjoyment of her said plot of land more fully described in the **FIRST SCHEDULE** hereunder written have decided to construct a multi-storied (G+4) building over the said plot of land measuring 14 Decimals more or less and the Landowners herein having no experience, resources and manpower to implement the said development as they desire and accordingly they have decided to engage a Developer who have enough experience regarding the said Development works.

AND WHEREAS the said **Shri Satyajit Maity and Shri Soumen Maity, the Land Owners herein** with a view to construct of a Multi-Storied (G+4) Building over the said Plot of land measuring 14 Decimals more or less entered into a Registered Development Agreement being No. 150103977 dated 15/03/2021 which was duly registered at D.S.R.-I, North 24 Parganas at Barasat and recorded the same in Book No. 1, Volume No. 1501-2021, Pages from 141126 to 141152 for the year 2021 with **M/S. SINGH CONSTRUCTION**, having its Office at Vill & P.O. Beraberia, P.S. Amdanga, Dist - North 24 Parganas, PIN - 700 121, represented by its Sole Proprietor, **SHRI ASHOK SINGH**, Son of Late Prabhunath Singh, by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at Vill & P.O. Beraberia, P.S. Amdanga, Dist - North 24 Parganas, PIN - 700 121, the **DEVELOPER** of the **SECOND PART** herein under certain terms and conditions mentioned therein.

AND WHEREAS in pursuance to the said Development Agreement being No. 150103977 dated 15/03/2021; the Land Owners herein have also executed a Registered Development Power of Attorney being No. 15103981 dated 15/03/2021 which was registered at D.S.R.-I, North 24 Parganas, at Barasat and recorded the same in Book No. I, Volume No. 1510-2021, Pages from 141126 to 141152 for the year 2021 in favour of said **SHRI ASHOK SINGH**, Son of Late Prabhunath Singh, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at Vill & P.O. Beraberia, P.S. Amdanga, Dist – North 24 Parganas, PIN – 700 121, sole Proprietor of **M/S. SINGH CONSTRUCTION**, having its Office at Vill & P.O. Beraberia, P.S. Amdanga, Dist – North 24 Parganas, PIN – 700 121, as their Constituted Attorney.

AND WHEREAS said **M/S. SINGH CONSTRUCTION**, having its Office at Vill & P.O. Beraberia, P.S. Amdanga, Dist – North 24 Parganas, PIN – 700 121, represented by its Sole Proprietor, **SHRI ASHOK SINGH**, Son of Late Prabhunath Singh, the Developer herein by the strength of said Registered Development Agreement being No. 150103977 dated 15/03/2021 and Registered Development Power of Attorney being No. 15103981 dated 15/03/2021 to construct the entire building comprising of the Flats allotted to the Land Owners as well as the Flats / Garages / Shops / Offices / Godowns allotted to the developer and the common areas and facilities to be provided in the said building and to enter into any agreement for sale of all Flats / Garages / Shops / Offices / Godowns of the said building with the intending purchaser/s from their Developers' allocation as mentioned in the said Registered Development Agreement being No. 150103977 dated 15/03/2021 and to receive money from them towards consideration of the said Flats / Garages / Shops / Offices / Godowns including the consideration for the proportionate share or interest of the land and to execute and register the Sale Deeds / Documents / instruments on behalf of the Land Owner in respect their Developers' Allocation in the said proposed Multi-Storied Building and the common areas and facilities to be provided in the said building.

AND WHEREAS said **M/S. SINGH CONSTRUCTION**, having its Office at Vill & P.O. Beraberia, P.S. Amdanga, Dist – North 24 Parganas, PIN – 700 121, represented by its Sole Proprietor, **SHRI ASHOK SINGH**, Son of Late Prabhunath Singh, the Developer herein, with a view to construct a G+4

Storied Building over the said plot of land have prepared a building plan for construction of a proposed multi-storied (G+4) building known as **SINGH APARTMENT** over the said plot of land and obtained the sanctioned building plan from the local Zilla Parishad, North 24 Parganas at Barasat vide No. NZP/_____ dated /06/2022 and started the construction work of the said proposed multi-storied building.

AND WHEREAS the Developer has decided to sale the Flats for residential purpose and Covered Garage for Car Parking purpose on Ownership basis from its Developer's Allocation and accordingly the Developer have decided to sell one **FLAT being No.** _____ on the _____ **FLOOR at** _____ **SIDE**, measuring _____ **Sq.ft. Carpet Area i.e.** _____ **Sq.ft.** super built up area more or less (Covered Area + Proportionate area of stair, lift, corridor + 25% Service Area) consisting of _____ (_____) Bedrooms, 01 (One) Dining, 01 (One) Drawing, 01 (One) Kitchen, 02 (Two) Toilets and 01 (One) Balcony of the said multi-storied (G+3) building known as **SINGH APARTMENT** for residential purpose lying and situated at **MOUZA - CHHARUHAT**, J.L. No. 75, Pargana - Anowarpur, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Kolkata - 700 121, Dist - North 24 Parganas, hereinafter referred to as "**the said FLAT**", which is more fully and particularly described in the **SECOND SCHEDULE** herein below **TOGETHER WITH** undivided proportionate impartible share of land which is more fully and particularly described in the **FIRST SCHEDULE** herein below **TOGETHER WITH** right to use the common areas, common service and facilities, amenities and common expenses and common user of the said building with proportionate share of stair, staircase, lobby, lift, lift room, septic tank, pump, pump room, water reservoir, top roof of the said Multi-Storied building and common easement rights, which is more fully and particularly described in **THIRD SCHEDULE, FOURTH SCHEDULE and FIFTH SCHEDULE** herein below as and when it is completed at a consideration price of **Rs.** _____/- (**Rupees** _____) **only per Sq.ft. i.e.** at a total consideration price of **Rs.** _____/- (**Rupees** _____) **only for the said Flat.**

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties herein as follows :-

- A) **LAND OWNERS** : shall mean said **(1) SHRI SATYAJIT MAITY, (2) SHRI SOUMEN MAITY**, both are Sons of Shyamapada Maity, both are by Nationality - Indian, by Faith - Hindu, by Occupation - No. 1 - Service, No. 2 - Business, both are residing at Vill - Tababeria, P.O. Beraberia, P.S. Amdanga, Dist - North 24 Parganas, PIN - 700121, and their heirs heiresses, successors, executors, administrators and assignees as the case may be.
- B) **DEVELOPER** : shall mean the said **M/S. SINGH CONSTRUCTION**, having its Office at Vill & P.O. Beraberia, P.S. Amdanga, Dist - North 24 Parganas, PIN - 700 121, represented by its Sole Proprietor, **SHRI ASHOK SINGH**, Son of Late Prabhunath Singh, by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at Vill & P.O. Beraberia, P.S. Amdanga, Dist - North 24 Parganas, PIN - 700 121, and his heirs, executors, administrators, successors, legal representatives, nominees and assigns as the case may be.
- C) **PURCHASER** : shall mean the said _____

 and his / her / their heirs, executors, administrators, successors, legal, representatives, nominees and assigns as the case may be.
- D) **PREMISES** : shall mean **ALL THAT** a piece and parcel of land measuring an area about **14 Decimals** more or less together with a Multi-Storied (G+4) Building known as **SINGH APARTMENT** standing thereon lying and situated at **MOUZA - CHHARUHAT**, J.L. No. 75, Pargana - Anowarpur, comprised in R.S. Khatian No. 190, corresponding to **L.R. Khatian Nos. 1398 & 1399**, in **R.S. & L.R. Dag No. 612**, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Dist - North 24 Parganas. The particulars of such premises more clearly written in the First Schedule herein below.
- E) **TITLE DEED** : shall mean all the documents referred to hereinabove in the recital in respect of **MOUZA - CHHARUHAT**, J.L. No. 75, Pargana - Anowarpur, comprised in R.S. Khatian No. 190, corresponding to **L.R. Khatian Nos. 1398 & 1399**, in **R.S. & L.R.**

Dag No. 612, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Dist – North 24 Parganas.

- F) **BUILDING** : Shall mean Multi-Storied Building known as **SINGH APARTMENT**, consisting of several Flat / Garage / Shops / Offices / Godowns constructed in or upon the aforesaid premises and shall include common areas and facilities intended for the enjoyment of the building by all the Flat / Garage / Shop / Office / Godown Owners.
- G) **PLAN** : shall mean a building plan sanctioned by the local Zilla Parishad vide No. NZP/_____ dated /06/2021 in favour of the Land Owners.
- H) **UNIT** : shall mean the complete Flat as specified in the Second Schedule hereunder written along with proportionate share of land attributable to the said Flat lying and situated at **MOUZA – CHHARUHAT**, J.L. No. 75, Pargana – Anowarpur, comprised in R.S. Khatian No. 190, corresponding to **L.R. Khatian Nos. 1398 & 1399**, in **R.S. & L.R. Dag No. 612**, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Dist – North 24 Parganas.
- I) **COMMON FACILITIES AND AMENITIES** : shall include roof, stairways, lift, lift room, landing, passage, ways, overhead water tank, side spaces etc. which shall be required for common enjoyment as specified in the Annexure - 3 hereunder written.
- J) **OWNERSHIP** : shall mean the right, title and interest in the said Flat to be vested or transferred in the Purchasers name in lawful and absolute right of transfer or deal with the said Flat in any way and/or manner.
- K) **MAINTENANCE CHARGES** : shall mean all proportionate share of maintenance of the common areas and facilities as hereunder written to be borne by the Purchasers with other flat owners of the said building as specified in the Annexure - 4 hereunder written.
1. The DEVELOPER shall complete the said **FLAT being No. _____** on the _____ **FLOOR** at _____ **SIDE**, measuring _____ **Sq.ft. Carpet Area** i.e. _____ **Sq.ft.** super built up area more or less (Covered Area + Proportionate area of stair, lift,

corridor + 25% Service Area) consisting of _____ (_____) Bedrooms, 01 (One) Dining, 01 (One) Drawing, 01 (One) Kitchen, 02 (Two) Toilets and 01 (One) Balcony of the said multi-storied (G+3) building known as **SINGH APARTMENT** for residential purpose lying and situated at **MOUZA - CHHARUHAT**, J.L. No. 75, Pargana - Anowarpur, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Kolkata - 700 121, Dist - North 24 Parganas, hereinafter referred to as "**the said FLAT**", by masonry brick walls, flooring, partitions, fittings and fixtures, laying of electrical lines and pipes etc. in all respects to make it habitable in accordance with the plans and specifications **within** _____ (**months**) from the date of this agreement unless prevented by any reason, likes acts of God and the Developer shall handover possession of the Flat to the Purchaser **within** _____ (**Months**) on getting full amount of consideration money. The Developer shall provide Occupancy Certificate after completion of the said Multi-Storied Building on getting from local Municipality.

2. The DEVELOPER agrees to sell and the PURCHASER agree to purchase the said **FLAT being No.** _____ on the _____ **FLOOR** at _____ **SIDE**, measuring _____ **Sq.ft. Carpet Area i.e.** _____ **Sq.ft.** super built up area more or less (Covered Area + Proportionate area of stair, lift, corridor + 25% Service Area) consisting of _____ (_____) Bedrooms, 01 (One) Dining, 01 (One) Drawing, 01 (One) Kitchen, 02 (Two) Toilets and 01 (One) Balcony of the said multi-storied (G+3) building known as **SINGH APARTMENT** for residential purpose lying and situated at **MOUZA - CHHARUHAT**, J.L. No. 75, Pargana - Anowarpur, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Kolkata - 700 121, Dist - North 24 Parganas, hereinafter referred to as "**the said FLAT**" at a total consideration price of **Rs.** _____ **/-** (**Rupees** _____) **only** (the actual measurement will be calculated after completion of the said Flat the final price for the said Flat will be fixed at **Rs.** _____ **/-** per Sq.ft.) to be paid by the PURCHASER to the DEVELOPER by following manners :

TERMS OF PAYMENT

Sl. No.	Particulars	Amount
1.	At the time of Execution of this Agreement for Sale.	Rs.
2.	That the Purchaser shall pay part payment within 07 (seven) months from date of execution of this agreement to the Developer herein.	Rs.
3.	Rest of the consideration money within 14 (fourteen) months from the date of execution of this agreement and/or within the time of delivery of possession and/or Registration of Deed of Conveyance.	Rs.
	TOTAL	Rs.

It is further decided between the parties hereto and admitted by the PURCHASER herein, that the DEVELOPER shall have the right to enter into New Agreement and to sell the Flat to new PURCHASER / PURCHASERS, if this PURCHASER fails in payment of the balance money within the stipulated period, OR the PURCHASER cancels this Agreement for Sale of the Flat and in such case, no further consent of the PURCHASER herein shall be needed for entering into fresh Agreement for Sale of the Flat, to new PURCHASER / PURCHASERS or for induction of new PURCHASER / PURCHASERS to the Flat. And the present PURCHASER'S advanced money shall be refunded by the DEVELOPER without interest, after the date of such induction of the new PURCHASER/S is/are made and after taking advance money from the new Purchaser/s.

3. The PURCHASER/S shall have right to use Common Areas and facilities of the building as briefly described in Annexure - 3 hereof.
4. The PURCHASER/S shall have to pay the Municipal rates and taxes and service charges proportionate to the area occupied by the PURCHASER/S, as might be determined by the Management / Association of the said new building as briefly described in Annexure - 4 hereof.

5. The PURCHASER/S shall permit the DEVELOPER and/or the Management / Association of the building to inspect, enter into the Flat of the PURCHASER/S with technical hands and other workmen for the purpose of checking, repairing, maintaining the building, wiring, electrical installations, plumbing, drains, pipes, cables and other things for the comfortable use and enjoyment of the said Flat and of other occupiers of the said building.
6. The PURCHASER/S will be liable to pay the G.S.T., Service Tax and other taxes as per Government Rule to the Developer if any.
7. The PURCHASER/S will be liable to pay Rs. _____/- (Rupees _____) only to the Developer for Transformer Installation Charges.
8. The PURCHASER/S shall not do anything or permit anything to be done, which may cause discomfiture, annoyance or nuisance to other occupiers of the said building.
9. The PURCHASER/S shall not use the Flat for any purpose other than residential purpose and shall not store or bring in any hazardous, inflammables or obnoxious goods, materials or articles in the said Flat, except for daily use.
10. The PURCHASER/S shall bear and pay for individual electric meter charges and shall bear all legal charges concerned with the drafting and registration on commission basis of the instruments including the Agreement for Sale and the Deed of Sale. All drafting and registration of documents pertaining to the purchase and sale of this instant property shall be done and made by the DEVELOPER'S Advocate and the necessary fees (including commissioning charges for registration of the document) shall be paid to him by the PURCHASER/S for the work needed to be done.
11. That if by mutual consent with the DEVELOPER, the PURCHASER/S express their desire to use materials of higher cost than given specification and/or to do some extra work, then extra cost to be incurred for such finish and construction work shall be paid by the PURCHASER/S before starting such extra constructional work, as

and when required by the DEVELOPER as briefly described in Annexure - 2 hereafter.

12. The PURCHASER/S agree that the Flat and the new building would be maintained by the Management or APARTMENT OWNERS' ASSOCIATION and shall not make the DEVELOPER'S responsible for that.
13. Any indulgence shown by the DEVELOPER to the PURCHASER/S or by the PURCHASER/S to the DEVELOPER or any delay in enforcing the right of either party shall not be treated as waiver of any breach or non-performance or non-compliance with any of the terms and conditions of the Agreement or the consequences thereof.
14. That the Developer shall have the absolute right for further construction over the top roof of the building and in that case the Land Owner as well as other Flat Owners shall have no claim or demand or any objection in this regard against the Developer.
15. This Agreement shall not be treated as a demise or assignment to transfer of the said Flat or land or any right therein.
16. All disputes and differences arising out of in relation to this Agreement shall be subject to the jurisdiction of the Courts in West Bengal.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE TOTAL LAND WITH BUILDING)

ALL THAT a piece and parcel of Bastu Land measuring about **14 Decimals** more or less together with a G+4 Storied Building known as **SINGH APARTMENT** lying and situated at **MOUZA - CHHARUHAT**, J.L. No. 75, Pargana - Anowarpur, comprised in R.S. Khatian No. 190, corresponding to **L.R. Khatian Nos. 1398 & 1399**, in **R.S. & L.R. Dag No. 612**, under the Collector of North 24 Parganas for and on behalf of Government of West Bengal, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Dist - North 24 Parganas, which is butted and bounded by as follows :-

ON THE NORTH :- 12' FT. Wide Common Passage;

ON THE SOUTH :- Land of Dag No. 613;

ON THE EAST :- 40' ft, Wide Nilganj Santoshpur Road;

ON THE WEST :- Land of Dag No. 605/733.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE FLAT HEREBY SOLD OUT)

ALL THAT one self-contained residential Floor Tiles Finished **FLAT** being No. _____ on the _____ **FLOOR** at _____ **SIDE**, measuring _____ **Sq.ft. Carpet Area i.e.** _____ **Sq.ft.** super built up area more or less (Covered Area + Proportionate area of stair, lift, corridor + 25% Service Area) consisting of _____ (_____) Bedrooms, 01 (One) Dining, 01 (One) Drawing, 01 (One) Kitchen, 02 (Two) Toilets and 01 (One) Balcony of the said multi-storied (G+3) building known as **SINGH APARTMENT** for residential purpose lying and situated at **MOUZA - CHHARUHAT**, J.L. No. 75, Pargana - Anowarpur, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Kolkata - 700 121, Dist - North 24 Parganas, hereinafter referred to as "**the said FLAT**", **TOGETHER WITH** undivided and impartible proportionate share of land on which the structure of the building is erected, morefully described in the **FIRST SCHEDULE** hereinabove along with right to use and enjoy the common areas and facilities, utilities and amenities and common expenses as is more particularly described in the **THIRD & FOURTH SCHEDULE** and **FIFTH SCHEDULE** referred hereunder available under the provisions of the **WEST BENGAL APARTMENT OWNERSHIP ACT, 1972**. The relevant Map or Plan of the said flat is annexed hereto and thereon coloured **RED** which is the part of this Deed. which is butted and bounded as follows :-

ON THE NORTH :-

ON THE SOUTH :-

ON THE EAST :-

ON THE WEST :-

A N N E X U R E - 1

SPECIFICATION OF FLATS :

- 1) **STRUCTURE:** Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
- 2) **WALL :** 5" thick brick wall and plastered with cement mortar excluding Bathroom and Kitchen. Bathroom and Kitchen consisting

- with 5" thick brick wall and plastered with cement mortar. Inside Wall of the Flat will be finished with Putty with one coat water primar.
- 3) **FLOORING** : Flooring of the flat will be finished with Floor Tiles / Marble.
 - 4) **KITCHEN** : Cooking platform will be of Black stone and one steel sink and 3' height standard glazed tiles above the cooking platform. Floor of Kitchen will be of Floor Tiles / Marble.
 - 5) **TOILET** : Commode with tap, one shower and tap point with standard P.V.C. Cistern. All fittings are in standard type. Bath room fitted upto 6' height with glazed tiles of standard branded companies. Floor of the Toilet will be of Marble.
 - 6) **DOORS** : All door frame will be of Shal Wood. Main Door will be of wooden Door. Internal door palla of the flat of flash door. Door of the Toilet will be provided with P.V.C..
 - 7) **WINDOWS** : Grill with Alluminium Sliding with glass fitting.
 - 8) **WATER SUPPLY** : Water supply around the clock is assured.
 - 9) **PLUMBING** : Toilet conceal type with two bibcock, one sower and Outside outlet and rain pipe P.V.C. Pipe and water supply in P.V.C. Pipe.
 - 10) One Wash Basin in Dining Hall.
 - 11) **VERANDAH** : 6" high wall and thereafter Grill provided upto 2'-6" (total 3' ft. height from floor).
 - 12) **PLASTER** : All inner walls will be finished with wall putty.
 - 13) **ELECTRICITY** : Full concealed wiring, total 25 Nos. point.
 - 14) **LIFT** : Lift facility available.
 - 15) **Colour finish** : Inside wall of the flat will be finished with putty and external wall with 2 coats of weather coat.
 - 16) Cost of transformer and main meter cost i.e. Rs. 40,000/- (Rupees Forty thousand) only will be pay by the Purchaser to the Developer exclusively which is not included in the consideration amount of the concerned flat/Unit.

ANNEXURE - 2

Extra Works: Any extra work (i.e. A.C. Point in bed room, Geyser point in toilet, Inverter point, washing machine point, cable point, calling bell point and other Luxury Item and Collapsible Gate, Loft work and full grill of Balcony) and 16 Amp. Point other than the standard schedule shall be charged extra and such amount shall be deposited by the purchaser before the execution of such works.

ANNEXURE - 3 **(COMMON PART / COMMON AREAS OF THE CO-OWNERS OF THE BUILDING)**

1. Main Entrance Gate.
2. Stair Cases having railing, lighting, fixtures and windows, landing and lobby, lift, lift room.
3. Roof of the top floor.
4. Water pumps, water pipe line, Deep-Tube-well, overhead water Tank.
5. One Electric Meter room. Concealed electrical wiring from Meter to the flat respectively and switches, electrical wiring of stair-case and switches etc.
6. 24 hours water supply.
7. Water and sewerage & evacuation pipes from sewers common to the said building.

ANNEXURE - 4 **SERVICE CHARGE / COMMON EXPENSES** **(AFTER FORMING OF OWNER'S ASSOCIATION)**

The Service Charge payable by the PURCHASER proportionately to the area occupied by themselves to the Management of the building would include, inter alia, the following :

- (a) Municipal rates, taxes and levies, Service Tax.
- (b) Insurance of the building.

- (c) Costs of main electric equipment and deposits for Electricity, the Purchasers shall pay charges equally with other Flat & Shops occupiers as decided by the Developer Rs. 40,000/- (Rupees Forty thousand) only.
- (d) The Purchasers shall bear the electricity incoming connection, cost equally with the other Flat Owners and that amount should pay to the Developer.
- (e) The cost of working and maintenance of Deep-Tube-well, submersible pump, lighting arrangement and cleaning of the common areas, repairs to fittings and fixtures, water pipes, electrical wirings, staircase, lift, lift machine room, and concerned matters of common purpose.
- (f) Salaries and wages of clerks, bill collectors, durwans, sweepers etc.
- (g) Cost of white washing, painting and/or decorating exterior of the building and also the common space of the building.
- (h) Cost of lighting the common passage, landings, stair-case and other common parts of the building, cleaning thereof and incidental thereto.
- (i) The cost and expenses of maintaining and repairing the main structure, the roof, tartars, rain water pipes, gas pipes, electrical wiring in, under, or upon the building, sewerages, terraces which are not used solely by any occupier of the building.
- (j) All other expenses that might be necessary or incidental to the maintenance and upkeep of the said building for the benefit of the occupiers in general;
- (k) All expenses of the Manager Apartment Owners' Association shall be shared by the Occupiers / Purchaser in proportion to the area in their occupation.

IN WITNESS WHEREOF the Parties hereto put and subscribe their respective hands and seals the date month and year written hereinabove.

SIGNED SEALED AND DELIVERED

in presence of :-

1)

Signature of **CONSTITUTED ATTORNEY**
ON BEHALF OF LAND OWNERS:

(1) **SMT. SATYAJIT NAITY**

(2) **SHRI SOUMEN MAITY**

SIGNATURE OF THE VENDORS

2)

Prepared and drafted by :-

Advocate

Judges' Court, Barasat,
Dist - North 24 Parganas,
Kolkata - 700 124

SIGNATURE OF DEVELOPER

Computer type by :

SIGNATURE OF THE PURCHASER/S

(Rana Dey, Barasat)

Mob: 6291433676