

AGREEMENT FOR SALE

BETWEEN

"BERLIA DEVELOPERS" a partnership firm represented by one its partners, **SRI. MANISH AGARWAL** S/O Sri Pawan Kumar Agarwala, is Hindu by Religion, Indian by Nationality, having its office at Sri Ram Colony, Sevoke Road, Siliguri, P.O.- Siliguri, P.S.- Siliguri, District-Darjeeling; to execute the present indenture (Which expression shall mean unless excluded by or repugnant to the context of its partners, successors, representatives, administration, and assigns) of the **OWNER / FIRST PART**.

AND

SAMPLE NAME

is XXX by Religion , Indian by Nationality, residents of XXXXXXXXXXXXXXXXXXXX XXXXXX XXXXXXXXXXXXX in the State of West Bengal hereinafter called the **INTENDING PURCHASER/S**" (Which expression shall mean and include unless excluded by or repugnant to the context his/her/their heirs, successors, legal representatives, executors, administrators, and assigns) of the **SECOND PART**.

WHEREAS the Owner/First party is the absolute owner of all that **PIECE OR PARCEL** of homestead land measuring 10 Kathas or 0.165 Acres of Land, recorded under plot no 75(P), 78/611 (RS), 163 (LR), and Khatian No. 395 (RS), 701 (LR), of Mouza - Dabgram, J.L. No. 2, S.M.C. Ward No - XXXIII (33) , Holding No - 2104 , P.S. - New Jalpaiguri, District - Jalpaiguri and the said land is more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as " the said premises".

A N D

WHEREAS (1) SMT. SAGARIKA ROY, W/o Sri Arupananda Roy, **(2) SMT. SAMAPIKA GHOSH**, W/o Dr Aniruddha Ghosh and **(3) SMT. SANCHALIKA SARKAR**, W/o Sri Niranjan Sarkar jointly owners of a piece or parcel of vacant land measuring 10 KATHAS or 0.165 ACRES recorded in R.S. plot no 75(P), 78/611, R.S. Khatian No. 395 situated within R.S. Sheet No.14 of Mouza- DABGRAM, J.L. No-02, Pargana- Baikunthapur, within Siliguri Municipal Corporation Ward No. 33 at South Deshbandhu Para, P.S. -New Jalpaiguri, Dist. Jalpaiguri, have sold their land to M/S BERLIA DEVELOPERS, having its office at Sri Ram Colony, Sevoke Road, Siliguri, P.O.- Siliguri, P.S.- Siliguri, District-Darjeeling; vide 3 (Three) registered deed of sale being no. **I-44, I-45, I-48 dated 10/01/2025**, registered before sub-Registrar, Jalpaiguri and thereby acquired permanent, heritable and transferable right, title and interest herein free from all encumbrances.

WHEREAS (1) SMT. SAGARIKA ROY, W/o Sri Arupananda Roy, **(2) SMT. SAMAPIKA GHOSH**, W/o Dr Aniruddha Ghosh and **(3) SMT. SANCHALIKA SARKAR**, W/o Sri Niranjan Sarkar jointly became owners of a piece or parcel of vacant land measuring 10 KATHAS or 0.165 ACRES :- wherein land measuring 6 Kathas 14 Chhataks comprised in part of R.S. Plot No. 75 land measuring 3 Kathas 2 Chhataks comprised in part of R.S. Plot No. 78/611 IN TOTAL 2 PLOTS LAND MEASURING 10 KATHAS or 0.165 ACRES recorded in R.S. Khatian No. 395 situated within R.S. Sheet No.14 of Mouza- DABGRAM, J.L. No-02, Pargana- Baikunthapur, within Siliguri Municipal Corporation Ward No. 33 at South Deshbandhu Para, P.S. -New Jalpaiguri, Dist. Jalpaiguri as morefully described in the Schedule-A below which they acquired from SRI BISWAJIT NANDI, S/o Late Charu Gopal Nandi vide a registered Deed of Transfer (Rectification) Being No. I- 4392, Dated. 30/10/2024 registered before the office of District Sub-Registrar Jalpaiguri, Dist. Jalpaiguri, entered in the said Office record being Book No. I, Volume No.0702-2024 from pages 79201 to 79215 for the year 2024.

AND

WHEREAS previous to the execution of the aforesaid deed in favor of the aforesaid 3 owners, the aforesaid land was initially sold by one Jiban Kumar Sarkar to one Smt. Sukhada Bala Ghosh vide Sale Deed being No. I- 5846 dated. 08/07/1966, registered before the Office of District Sub-Registrar, Jalpaiguri however at the time of drafting of the said deed, aforesaid 10 Kathas of land was shown to be sold out of R.S. Plot No. 78 & others of Savek Khatian No. 648, R.S. Khatian No. 395, but it was not specifically shown that out of which plot, said 10 Kathas land was actually sold in fact, the physical possession of the same was given in R.S. Plot No. 75 & 78/611 of R.S. Khatian No. 395 situated within R.S. Sheet No.14, Mouza- DABGRAM, Dist. Jalpaiguri.

Thereafter same mistake was continued in the drafting of further transfers vide Sale Deeds being No. I-308 & I- 369, both dated. 17/01/1973, registered before the Office of District Sub-Registrar, Jalpaiguri, wherein Smt. Sukhada Bala Ghosh sold the entire 10 Kathas of land to one Smt. Latika Bose W/o Guru Prasad Bose.

Thereafter Smt. Latika Bose W/o Late Guru Prasad Bose died intestate leaving behind her, 2 daughters Smt. Putul Mitra, W/o Nimai Chandra Mitra and Smt. Kalpana Mitra W/o Late Monoranjan Mitra, each acquired 50% share in the land of their deceased mother Smt. Latika Bose, each inherited 5 Kathas of land.

Thereafter Smt. Putul Mitra, for value consideration, sold her 5 Kathas of land dated. to her sister Smt. Kalpana Mitra vide Sale deed being No. I- 2242, 14/05/1993, registered before the Office of 2nd Sadar Joint Sub-Registrar of Jalpaiguri at Rajganj, however same mistake was continued in the drafting of this Sale Deed also, wherein aforesaid 5 Kathas of land was shown to be sold out of R.S. Plot No. 78 & others of Savek Khatian No. 648, R.S. Khatian No. 395, but it was not specifically shown that out of which plot, said 5 Kathas land was actually sold but Infact the physical possession of the same was given in R.S. Plot No. 75 & 78/611 of R.S. Khatian No. 395, R.S. Sheet No.14 of Mouza- Dabgram, Dist. Jalpaiguri.

Thereafter Smt. Kalpana Mitra died intestate leaving behind her, 3 daughters namely (1) SMT. SAGARIKA ROY, (2) SMT. SAMAPIKA GHOSH and (3) SMT. SANCHALIKA SARKAR, as her only legal heirs who have acquired 10 Kathas of land, as per physical possession in R.S. Plot No. 75 & 78/611 of R.S. Sheet No.14 of Mouza- Dabgram, Dist. Jalpaiguri but infact in in the schedule 10 the purchase deeds of their mother Smt. Kalpana Mitra Kathas of land was shown to be sold out of R.S. Plot No. 78 & others of Savek 171. No 205 but it was not specifically shown that out of which plot, said 5 Kathas land was actually sold but Infact the physical possession of the same was given in R.S. Plot No. 75 & 78/611 of R.S. Khatian No. 395, R.S. Sheet No.14 of Mouza- Dabgram, Dist. Jalpaiguri.

WHEREAS the aforesaid 3 owners (1) SMT. SAGARIKA ROY (2) SMT. SAMAPIKA GHOSH and (3) SMT. SANCHALIKA SARKAR, in order to avoid any future litigation enquired the matter and found that one DEBIDAS NANDI, S/o Late Binod Bihari Nandi was the recorded owner of R.S. Khatian No. 395, total land measuring 0.23 Acres comprised of R.S. Plot No. 75 & 78/611 of R.S. Sheet No. 14 of Mouza- Dabgram, Dist. Jalpaiguri, which was inherited by his only son Charu Gopal Nandi, who was at present succeeded by his only son BISWAJIT NANDI, S/o Late Charu Gopal Nandi, having actual title over R.S. Plot No. 75 & 78/611 as per the Law of Succession as legal inheritance from his grandfather Late DEBIDAS NANDI.

WHEREAS upon the request and also considering the fact that actually 10 Kathas of land was sold and physical possession of the same was transferred out of R.S. Plot No. 75 & 78/611 of R.S. Sheet No.14 of R.S. Khatian No. 395 to the predecessor of interest since the first transfer of the said plots (as detailed above), said BISWAJIT NANDI, S/o Late Charu Gopal Nandi finally agreed and executed a duly registered Deed of Transfer (Rectification) Being No. I- 4392, Dated. 30/10/2024 registered before the office of District Sub-Registrar Jalpaiguri in favour of the

aforesaid 3 owners (1) SMT. SAGARIKA ROY (2) SMT. SAMAPIKA GHOSH and (3) SMT. SANCHALIKA SARKAR and accordingly made the said 3 owners the absolute owners of the aforesaid 10 Kathas or 0.165 Acres of land having all permanent, heritable right, title and interest therein free from all encumbrances as morefully described in the Schedule-"A" below, each having 1/3rd (33%) undivided share therein.

AND accordingly in L.R. an area measuring 0.0550 Acres (1/3rd undivided share of 0.165 Acres of land) has further been recorded/mutated in the name of **SMT. SAGARIKA ROY in L.R Plot No. 163 recorded in L.R Khatian No. 690, situated within L.R. Sheet No. 152** of Mouza-DABGRAM, J.L. No-02, Pargana- Baikunthapur, within Siliguri Municipal Corporation Ward No. 33 at Sub-Registrar

AND accordingly in L.R. an area measuring 0.0550 Acres (1/3rd undivided share of 0.165 Acres of land) has further been recorded/mutated in the name of **SMT. SAMAPIKA GHOSH in L.R Plot No. 163 recorded in L.R Khatian No. 691, situated within L.R. Sheet No. 152** of Mouza-DABGRAM, J.L. No- 02, Pargana- Baikunthapur, within Siliguri Municipal Corporation Ward No. 33 at South Deshbandhu Para, P.S. -New Jalpaiguri, Dist. Jalpaiguri.

AND accordingly in L.R. an area measuring 0.0550 Acres (1/3rd undivided share of 0.165 Acres of land) has further been recorded/mutated in the name of **SMT. SANCHALIKA SARKAR in L.R Plot No. 163 recorded in L.R Khatian No. 692, situated within L.R. Sheet No. 152** of Mouza-DABGRAM, J.L. No-02 Pargana- Baikunthapur, within Siliguri Municipal Corporation P.S. -New Jalpaiguri, Dist. Ward No. 33 at South Deshbandhu Para Jalpaiguri.

A N D

WHEREAS the owners have purchased all the above-mentioned land became absolute owner of land total measuring 10 KATHAS or 0.165 acres.

A N D

Whereas the owners have also done land record in their name **under LR Khatian No. 701 and LR Plot No. 163** situated Mouza Dabgram, District Jalpaiguri along with municipal holding number mutation for holding no 2104 in their name.

A N D

WHEREAS for the purpose of an integrated development of the said premises, the Owners/First Party has decided to develop the said plot of land measuring 10 KATHAS AND accordingly got a plan for a PARKING PLUS THREE STORIED BUILDING vide **Building Permit Number: SWS-OBPAS/0104/2025/1502**, dated 10.01.2026 duly passed/sanctioned by the Siliguri Municipal Corporation.

A N D

WHEREAS at present the said multistoried building is about to start construction and the developer formulated a scheme to enable a person or party intending to have own unit or premises in the said building along with the undivided proportionate share or interest in the land on which the said building is to stand.

A N D

WHEREAS the Developer has agreed to sell and the intending purchaser/s have agreed to purchase one Flat measuring _____ at the _____ being named as Flat Marked _____ with/without one 4 wheeler car parking space at the ground floor of the building, including proportionate staircase area in the said building along with undivided proportionate interest appurtenant to the said flat in the common areas and facilities of the building and in the said piece of land particularly described in the Schedule " A " hereunder

written herein after referred to as the said premises and described fully in the Schedule " B " below, at a total consideration of Rs. -----)only along with desirer GST, free from all charges, liens, lispences, attachments, mortgages or any other liabilities whatsoever.

AND

WHEREAS in view of the Agreement entered into by the Owner with the said Developer, the First Party or Owner does hereby allow and give her full assertion to the Purchaser/s hereof to pay the entire agreed consideration to the Developer (as the flat belongs to Developer's allocation).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1) That the Developer agrees to sell and transfer unto the intending purchaser/s the said flat described fully in the Schedule "B" below and the intending purchaser/s hereby agree/s to purchase the same at a total consideration of Rs. -----)only along with desirer GST.

2) That in view of the present agreement, the intending purchaser/s have agreed to pay an advance and accordingly this day paid a sum of Rs. -----)only as booking amount or earnest money paid by _____, paid to the Developer, the receipt of which is acknowledged by the Developer by execution of these presents.

3) That the intending purchaser shall have to pay the balance consideration along with desired GST in the following manner :-

i) At the time of Foundation	20 % of the total consideration
ii) At the time of roof casting	20 % of the total consideration
iii) At the time of brick Work	20 % of the total consideration
ii) At the time of wall plaster (inside the flat)	10 % of the total consideration
iii) At the time of Flooring	10 % of the total consideration
iv) After flooring at the time of other finishing work	10 % of the total consideration
v) At the time of registry or possession (Whichever is earlier)	Balance Consideration

4) That the Developer is expected to complete the said flat with in 3 Year from the date of this agreement except force majeure. The Developer shall intimate the Purchaser/s about the completion of the flat.

5) That the intending purchaser/s shall pay the final balance consideration money) as per para 3. above} to the Developer as per final physical measurement of the said flat and shall take the registry of the said Flat.

6) That the actual measurement of the Flat in question will be taken before the time of registration of the said Flat in favour of the intending purchasers and in case the variation of measurement of the said Flat including proportionate stair case area and super built- up area the final Sale Consideration will be accordingly varied.

7) That the intending purchaser/s shall not do any act, deed or thing whereby the development / construction of the said building is in any way hindered or impeded with nor shall prevent the owners /Developer from selling, transferring, assigning or disposing of unsold portion or right, title and interest therein or appurtenant thereto.

- 8) That the intending purchaser/s shall pay regularly the instalments as per para 3 above at the office premises of the Developer either by Demand Draft or Cheque or by any Banking method along with GST at the applicable rate and obtain proper receipt for the same and in the event the payment is delayed by more than 15 (Fifteen) days after it's becoming due, the intending purchaser/s shall be liable to pay the instalment with interest 1.5% per month on the instalment amount due for the period of due.
- 9) That The developer can extend, can construct new phase and or develop further extension of the project without any intimation or information of the intending purchaser(s).
- 10) That if the First Party / Owner/Developer fail to perform their part of contract in terms of the present agreement they shall be liable to compensate to the Second party i.e. intending purchaser/s for the loss which he/she/they shall sustain for non-compliance of the terms and conditions of the present agreement.
- 11) That if the Second Party i.e. the intending purchaser/s fail to perform his /her/their part of contract in terms of the present agreement he/she/they shall be liable to compensate to the First Party i.e. owner / Developer adequately for the loss which they shall sustain for non-compliance of the terms and conditions of the present agreement.
- 12) That the intending purchaser/s shall have proportionate right, title and interest in the land along with the other co-owners of the said building. It is hereby declared that the interest in the said land is impartiable.
- 13) That the intending purchaser/s shall be entitled to enjoy the common areas and facilities of the building described fully in the schedule "C" below subject to his punctual & regular payment of all proportionate charges for common facility etc.
- 14) That the registration expenses with respect to the said flat shall be borne by the intending purchaser/s. That the intending purchaser/s shall use the said flat for residential purpose only.
- 15) That the purchaser/s shall obtain his / her / their own electric connection from the W.B.S.E.D.C. Limited in his/her/their own name/s immediately after taking possession of the property agreed to be sold herein. The proportionate share of the Electric infrastructure shall be borne by the intending Purchaser/s along with other occupants of the said building.
- 16) Thus the intending Purchaser/s agrees to pay the Stamp Duty and Registration Fee, Electric Infrastructure (Proportionate Share) and any other government duty or taxes and liabilities as on the flat. He also agrees to pay for any extra work beyond the mentioned schedule.
- 17) That the part amicably as per provisions of Arbitration and Conciliation Act, 1996 and the place of arbitration would be office of the developer and all matter is under Siliguri Jurisdiction only.

SCHEDULE "A"
(DESCRIPTION OF THE LAND)

All that PIECE OR PARCEL of land measuring 10 Kathas, under plot no 75(P), 78/611 (RS), 163 (LR), and Khatian No. 395 (RS), 701 (LR), of Mouza - Dabgram, J.L. No. 2, Dist. Jalpaiguri, located at South Deshbandhupara, Ward No. 33 of Siliguri Municipal Corporation.

The land is butted and bounded as follows :-

North : Land of Darjeeling District Area.
South : Land of Sen Babu.
East : 21 Ft wide SMC Road
West : Land of Darjeeling District Area

SCHEDULE "B"
(DESCRIPTION OF THE FLAT TO BE SOLD)

ALL THAT one Flat measuring approx. _____ Sq.ft. at the _____ of the G+3 storied residential building named "**BERLIA RESIDENCY**", said flat being named as Flat No. _____ along with one 4 wheeler car parking space(_____ Sq. Ft) of the building, including proportionate stair case area constructed as per specification mentioned in Schedule "C" below along with proportionate undivided share or interest in the land (mentioned in Schedule "A" above) on which the said building is being constructed, inclusive of the right of undivided proportionate interest in the common areas and facilities of the said building.

The said Flat shall consist of ____ Bedrooms, 1Drawing cum Dining Space, 1 Kitchen room, ____ Toilet/Bathroom (attach & common) and 1 Balcony.

SCHEDULE " C "
(SPECIFICATION OF CONSTRUCTION OF THE FLAT)

1. The proposed building shall consist of R.C.C. structure with 5 inches thick brick walls with inside and outside plastered finishing as per the building plan approved by Siliguri Municipal Corporation.
2. The floor of the flat area shall be finished with floor (Johnson) / RAK/ Kajaria or equivalent vitrified tiles for the drawing room, dining room, balconies and all bedrooms except floors of kitchen and bathrooms which shall be finished with marble.
3. All the door frames within the flat shall be made of wood.
4. Main door shall be of solid wooden and all other doors within the flat will be simple in design but solid flush type.
3. Aluminium Sliding windows will be installed in all the windows.
4. All the walls of with bathrooms / Latrine to be provided with in the flat area shall be finished with glazed tiles upto an height of door and one of the latrine shall be comprise of one English Styled commode (make Hindware or equivalent) and another shall be comprise of Indian styled latrine pan of white colour.
5. The Kitchen room provided in the flat shall consist of black granite cooking platform at convenient height and walls of the kitchen shall be finished with glazed tiles upto a height of window from the cooking platform.
- 6. Electrical Works:** The electrical wiring shall be provided in the flat area with concealed wire system comprise with copper wire and necessary switch boards with switches excluding Lights, Fans and other outer fittings. All the electrical fittings and switches will be completed with (make Havels / Legrant/ Anchor or equivalent). The number of electric points in the flat will be as under:

- a) **Bedroom:** Three light points, One Fan point and one 5 AMP. Plug point along with two bed switch and one charging point near bed , one AC point, one Cable TVpoint.
- b) **Drawing/ Dining room-** Three light points, One Fan point and one 5 Amp. Plug point, Two 5 AMP. Plug point, one TV point , One AC point.
- c) **Kitchen:** Two general light points, one Exhaust fan point, one 5 AMP. Plug point, one 15 AMP plug point and one fridge point.
- d) **Bathroom:** Two light points, one Exhaust fan point, one 5 AMP plug point and one 15 AMP plug point for geyser in the bathrooms.
- d) **Balcony:** One light point and one 5AMP plug point.
- Note :- Inverter line will be done in flat.**

7. Plumbing And Sanitary Works: All inside water lines will comprise of concealed pipelines and all outside water lines will be surfaced with P.V.C. pipes with fittings of ISI marked as per instruction of the Architect. All the plumbing fittings will be of JAQUAR or equivalent and all the Sanitary fitting will be of Hindware or equivalent. The details of plumbing work in the flat will be as under:

- a) **Dining room :** One white colour basin of Hindware or equivalent will be provided with back wall of the said basin to be finished with glazed tiles not exceeding 6 Sq. Ft.
- b) **Kitchen :** One sink with 2 bib cocks.
- c) **Bathroom :** One Shower with hot and cold mixer, two bib cocks, one 1 OT PAN in common bathroom and two bib cocks and one cold water shower and one commode of Hindware or equivalent in attached bathroom. Both the bathroom will furnish with metro flush.

8. Painting : All inside wall shall be painted only lime-puny and cement primer thereafter with no final paint over them and all outside wails shall be finished with decorative cement based paints. All the doors shall be painted with primer and then with two-coats of synthetic paints.

All extra works will be done at the cost of the purchaser with full advance payments and prior intimation.

SCHEDULE " D "
(COMMON AREAS & FACILITIES OF THE - BUILDING)

1. Road and Pathways to be used as entrance to and exit from the building to the S.M.C. Road.
2. Staircases and Landings on all floors;
3. Lift Facility from Ground floor to Top Floor of the building.
4. Well / Boring ;
5. Water taps;
6. Drainage including rain water outlet;
7. Septic Tank and Soak Pit;
8. Boundary Wall and Main Gate ;
9. Top Roof of the building ;
10. Common Latrine / Bathroom in the Ground Floor;
11. All vacant spaces of the Schedule " A " mentioned land ;
12. Common Lighting System for the Building ;
13. Generally all other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

IN WITNESSES WHEREOF the parties hereto have put their respective signature on these presents after understanding the contents herein mentioned on the day, month and year first above written.

Witnesses:

1)

FIRST PARTY

2)

SECOND PARTY / PURCHASER