

**THIS DEED OF AGREEMENT** made on this \_\_\_\_ day of \_\_\_\_\_ **2004** BETWEEN \_\_\_\_\_ all residing at \_\_\_\_\_, hereinafter called **THE OWNER / OWNERS** (which expression shall mean or include their heirs legal representatives executors administrators and assigns) of the **FIRST PART**

and \_\_\_\_\_ son/wife/daughter of \_\_\_\_\_ residing at \_\_\_\_\_ hereinafter called **THE PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs executors administrators representatives and assigns) of the **SECOND PART** and \_\_\_\_\_ a private limited company incorporated within the meaning of the Companies Act, 1956, having its registered office at \_\_\_\_\_, hereinafter called **THE DEVELOPER** (which expression or terms shall unless excluded by be deemed to mean and include its Director or Directors successors in office and assigns) of the **THIRD PART**.

**WHEREAS:**

- A. \_\_\_\_\_ (hereinafter called **THE OWNER / OWNERS**) were the Owner/Owners and were absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the municipal Premises No. \_\_\_\_\_ containing by admeasurement \_\_\_ **bigha/s** \_\_\_ **cottahs** \_\_\_ **chittacks** \_\_\_ **sq.ft.** (more or less) together with the buildings and structures situated thereon (more fully and particularly described in the **Schedule 'A'** hereunder written and hereinafter for the sake of brevity referred to as the **said premises**) free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever.
- B. The Developer has already applied before the Authorised Officer as constituted under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 for registration under Section 3 (1) of the said Act.
- C. In pursuance of such application of the Developer for registration under the West Bengal Act XX of 1993 the authorised officer as constituted under the said Act has granted registration to the said Developer in terms of Section 3, Sub-Section (7) of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993.
- D. The said Developer has been registered under the said Act having Registration No. \_\_\_\_\_ dated \_\_\_\_\_.
- E. The said Developer after registering itself under the West Bengal Act XX of 1993 has applied before the authorized officer as constituted under the said Act for granting permission towards the construction of a building upon the schedule plot of land as required under the said West Bengal Act XX of 1993 and whereas permission for construction has been granted vide Permission No. \_\_\_\_\_ dated \_\_\_\_\_.
- F. The Owner/Owners made a Joint Venture Agreement with the Developer on \_\_\_\_\_ in respect of the said premises written for development and construction thereon for commercially exploiting the said premises (**xerox copy of the Deed and Agreement are enclosed herewith marked as Annexure 'A' and Annexure 'B' respectively**).

- G. The Owner/Owners have got sanction of a building plan upon the said premises to construct several self-contained flats for residential purpose on the said premises from K.M.C. vide Sanctioned Plan No. \_\_\_\_\_ dated \_\_\_\_\_.

**NOW THIS AGREEMENT WITNESSETH** as follows :

1. On approach and offer by the Purchasers, the Owner/Owners and Developer accepted and agreed to sell and the Purchasers agreed to purchase ALL THAT **Flat No. \*\*** on the **&&&&& floor** measuring **\$\$\$\$** sq.ft. together with **### covered / open** car parking space on the ground floor of the building including the undivided proportionate share of land in **Premises No.** \_\_\_\_\_ and proportionate share of common spaces including staircase and staircase landing roof together with **### covered / open** car parking space on the ground floor etc. situated and lying within the limits of Kolkata Municipal Corporation in Ward No. \_\_\_\_ Borough No. \_\_\_\_ more fully and particularly described in **Schedule 'B'** hereunder written free from all encumbrances at and for a total consideration of **Rs.** \_\_\_\_\_ **(Rupees \_\_\_\_\_ only)**.
2. Save and except the aforesaid **Flat No. \*\*** on the **&&&&& floor** measuring **\$\$\$\$** sq.ft. of super built-up / built up / covered area in the building hereby agreed to be purchased and the right of common user over common parts and common portions as specified in **Schedule 'D'** hereinafter written the Purchasers shall have no claim or right of any nature or kind over and in respect of other portions of the said building in the complex.
3. The Developer has constructed the said Flat as per specifications as mentioned in **Schedule 'C'** hereunder written as well as according to the provisions of all the laws and rules in this connection as has been framed and amended from time to time by The Kolkata Municipal Corporation and other statutory body or bodies specially West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993.
4. That the pump room, staircase, staircase landings, overhead tank, privy, ultimate roof and the other common portions of the building shall always remain common property of the Purchasers for the purpose of common use of such common property.
5. That upto the date of execution and registration of the deed of conveyance by the Owner/Owners the Purchasers shall be liable to pay municipal rates and taxes in respect of the proportionate share of land and the constructed area of the Flat or the possession of the said Flat is handed over to the Purchasers, whichever is earlier.
6. That the total consideration of the said Flat is settled at **Rs.** \_\_\_\_\_ **(Rupees \_\_\_\_\_ only)** to be paid by the Purchasers to the Owner/Owners according to **Schedule 'B'** hereunder written.

7. Subject to the Owner/Owners making out a good and marketable title of the said property to the reasonable satisfaction of the Purchasers or the Purchasers' Solicitor performing the other terms of this agreement as hereunder appearing the purchase shall be completed on or before \_\_\_\_\_. The abovementioned time of completion of the transaction can mutually be extended as the parties may from time to time settle between themselves. Time is the essence of contract.
8. Upon the Purchasers paying the purchase money in full the Purchasers shall be entitled to take possession of the property and shall as from that day pay all outgoings and liabilities in respect thereof the outgoings and liabilities unto the Developer.
9. That in the event of the Purchasers' failure to complete the transaction within the above mentioned period and/or without the extended period as may be settled hereafter mutually between the parties due to default and negligence of the Purchasers inspite of the Owner's /Owners' readiness and willingness to complete the transaction after making out the good marketable title of the property the Owner/ Owners shall be entitled to cancel this agreement and upon such cancellation the Owner/Owners shall refund the entire earnest money within 45 (forty five) days to the Purchasers failing which the Owner/Owners shall pay to the Purchasers an interest upon the said earnest money as per bank rule per annum starting from the 46th day of cancellation of the said agreement till date of refund.
10. If the Owner/Owners fail to complete the transaction within \_\_\_\_\_ inspite of the Purchasers being ready to pay the balance amount and willing to complete the transaction in that event the Purchasers shall be entitled to sue for specific performance of this agreement.
11. The Owner/Owners herein agree to complete the transaction and execute the Deed of Conveyance on or before \_\_\_\_\_.
12. That the conveyance shall be prepared by the Owner's/Owners' Advocate and the draft thereof shall be delivered to the Purchasers or to the Purchasers' Lawyer at least 30 days prior to the date of registration of the deed of conveyance and all stamp duties registration charges and other expenses relating to registration including the Advocate's fees shall be exclusively borne by the Purchasers which is to be deposited by the Purchasers in the office of the Developer for which accountable receipt shall be given by the Advocate.
13. That the Purchasers shall have full and absolute proprietary right such as the Purchasers derives title save and except that of demolishing or committing waste in respect of the said property in any manner so as to affect the other owners of flats who have already acquired or may hereafter acquire similar proprietary rights as served by this agreement.

14. That the Purchasers shall also be entitled to sell mortgage lease or otherwise alternate the property hereby acquired subject to the terms and conditions contained herein without the consent of any other flat owner who may have acquired before and who may hereafter acquire any right title or interest similar to those acquired by the Purchasers. It is also agreed that the Purchasers shall acquire full right title and interest in the property hereby sold on the basis of the execution of this agreement and subsequently on registration of the sale deed subject to making payment of the entire money to the Developer.
- 15 . That the Purchasers shall have undivided share or interest in the land underneath which shall remain joint for all times with the other co-owners who may hereafter or heretobefore have acquired title and interest in the land and in any flat in the building. It is being hereby further declared that the interest in the land is impartible.
16. That the Purchasers may at their own costs and expenses install a personal meter from the CESC Ltd. telephone and other amenities and bear all the expenses for the same. That the Owner/Owners shall in no way be responsible if the supply of electricity is hindered and/or delayed due to the act of CESC Ltd. and/or other authorities.
17. The roof of the ultimate floor of the demise premises shall always be the common property for the use of all the flat owners and/or unit holders of the said premises of the Owner's /Owners' Allocation if any part of the building remains unsold but none has any right to make any further construction thereupon.
18. That the Purchasers shall have the right to the respective site of the common partition wall demarcating the said Flat from another adjacent thereto and shall be entitled to repair and maintain the same but shall not be entitled to damage or open door or window on the same encroaching the privacy of the adjoining flat owners.
19. That the Purchasers' common right and facilities and the common expenses therefore has been set out in **Schedules 'D' & 'E'** hereunder written.
20. Upon payment of the purchase money at the time and in the manner aforesaid and tender of the sale deed the Owner/Owners and/or the Developer shall execute a conveyance of the said property with proper covenants for title peaceful enjoyment non-encumbrance and further assurances in favour of the Purchasers or the Purchasers' nominee or nominees.

21. That the name of the building complex shall be \_\_\_\_\_.
22. That the liability towards the grievances of the purchasers of the flats of the demise premises is limited upto 1 (one) year from the date of handing over and/or registration of the last unit on the remaining property of the demised premises whichever is later.
23. The final value of the Flat shall be settled on the actual measurement at the time of giving possession or registration whichever is earlier.
24. The Association among the flat owners shall be formed as per the Rules & Regulations of the W.B.O.A. Act, 1972. The Developer shall give every support in forming the said Association.
25. In case the Owner/Owners fail to deliver the said Flat by \_\_\_\_\_ in that event the Owner/Owners will pay by way of compensation to the Purchasers 12% per annum on deposits/advance as per section 9(2) of W.B.B. Act 1993.

**SCHEDULE `A' AS REFERRED TO HEREIN ABOVE**

**ALL THAT** the piece and parcel of land measuring \_\_\_ **bigha/s** \_\_\_ **cottahs** \_\_\_ **chittacks** \_\_\_ **sq.ft.** (be the same a little more or less) lying and situated at **Premises No.** \_\_\_\_\_ under Sealdah Sub-Registration office along with all easements rights thereto free from all encumbrances lying and situated within the local limits of Kolkata Municipal Corporation which is butted and bounded in the following manner :

NORTH -  
 SOUTH -  
 EAST -  
 WEST -

**SCHEDULE 'B' AS REFERRED TO HEREIN ABOVE**  
**(Particulars of requirements under the West Bengal Act XX of 1993)**

**A. Particulars of the land :**

1. Location of the land : District: South 24 Parganas  
P.S. \_\_\_\_\_ under jurisdiction of KMC  
Ward \_\_\_\_ being Premises No. \_\_\_\_\_
2. Measurement :
3. Ownership of land :
4. Developer :
5. Encumbrances : The property is free from all encumbrances.
6. Location of the Flat :
7. Total covered area :
8. Description & measurement of each room : As per enclosed separate sheet.
9. Constructional details : As per sanctioned plan.
10. Particulars of electricals and sanitary arrangement : As mentioned in Schedule 'C'.
11. Particulars of items of common use : As mentioned in Schedule 'D'
12. Total price payable for the flat at the time of executing the Conveyance Deed. : \_\_\_\_\_/- details of which are as follows :

Flat \*\* on the **&&&&& floor** having **\$\$\$\$** sq.ft. of super built-up / built up / covered area @ Rs. \_\_\_\_\_/- per sq.ft. inclusive of **###** covered / open car parking space on the ground floor.

Rs.

13. Particulars of site plan and building plan duly approved by the appropriate authority. - K.M.C. Sanctioned Plan No. \_\_\_ dt. \_\_\_\_\_ valid upto \_\_\_\_\_.
14. Particulars of permission for construction under Section 3 of the Act. - Permitted by the Authorized Officer u/s 3 of the West Bengal Building (Regulation of Promotion of Construction & Transfer by Promoters) Act, 1993 vide Permission No. \_\_\_\_\_ dated \_\_\_\_\_.
15. Proposed date of execution of the conveyance of the Flat by the Developer to the Purchasers. - On or before \_\_\_\_\_.
16. Proposed date of making over of possession of the Flat by the Developer. - \_\_\_\_\_ provided the Purchasers pays the entire consideration of the said Flat whichever is earlier.

**SCHEDULE 'C' ABOVE REFERRED TO HEREIN ABOVE**  
**(SPECIFICATIONS)**

**RESIDENTIAL APARTMENT :**

**Structure :**

R.C.C. frame structure within fill brick.

**Elevation :**

A unique blend of oriental and modern architecture.

**External finish :**

Blending of cement base paint and other decorative finish.

**Paintings :**

Inside the Flat one coat plaster of Paris wooden glazed windows and grills and doors two coats synthetic enamel painting.

**Interior staircase :**

Kota stone finish.

**Flooring :**

Passage / Common area	-	Marble tiles
Living / Dining / Kitchen / Bathrooms.	-	Marble slabs
Bedroom	-	Marble tiles
Kitchen	-	Black granite finish
DOORS	-	Flush doors with extra decorative main door.
WINDOWS	-	Wooden / Aluminium
Toilets / Bathroom	-	Ceramics tiles upto door height.
Electrical arrangement	-	24 points inside the Flat Stair light and one point on the roof.
	-	Automatic electronic tripping.

**Copper wire :**

i) Make	-	Rajnigandha make
ii) Gauge	-	1/18, 3/22, 1/22, 1/20

**Switches :**

i) Make	-	Anchor Switch (Roma)
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**OTHERS:**

1. Fire fighting equipment in common area
2. Intercom & telephone line.
3. Car washing facility with the car park.
4. Automatic pump switch.
5. Water proofing roof with roof tiles.
6. Ceramic tiles in bathrooms with Jaguar fittings.
7. Deep tube well & pumps.
8. Cable connection.
9. Professional maintenance afterwards by a professional organized maintenance company.

N.B.:- Brands and materials may be changed as per desire of the Purchasers and for such changes prior written consent from the Purchasers' end should reach the Developer. The extra expenses for such change must be paid to the Developer in advance. The Purchasers will not make any changes under any circumstances affecting the elevation of the building.

**Sanitary arrangement :**

<b>SL. NO.</b>	<b>PARTICULARS</b>	<b>QNTY</b>	<b>ITEM</b>	<b>SIZE IN INCHES</b>	<b>MAKE</b>
1.	All bathrooms (each)	1	Commode & Cistern (light colour)	Std.	Parry
		1	Basin (light colour)	20" x 16"	Parry
		1	Basin Mixer	C.P.	Jaguar
		1	2-in-1 wall mixer	C.P	Jaguar
		3	Angular stop cock	C.P	Jaguar
		1	Bib cock	C.P	Jaguar
		1	Shower with arm	C.P.	Jaguar
2.	Kitchen	1	Sink	20" x 16"	Reputed brand as per availability.
		1	Bib cock	½"	C.P. Jaguar
		1	Sink cock	½"	C.P. Jaguar

**SCHEDULE 'D' AS REFERRED TO HEREIN ABOVE  
(COMMON RIGHTS)**

1. Staircase on all the floors of the said building.
2. Staircase landings on all the floors of the said building.
3. Common passage including the main entrance on the floor leading to the roof i.e. the ultimate floor is common to the purchasers of the Owner's/Owners' Allocation in the said building.
4. Water pump and water tank, under ground reservoir, overhead tank and water supply line.
5. Electric service line and electric main line wiring electric for pump installed in the building and in the meter room.
6. Meter room.
7. Drainage and sewers.
8. Boundary walls and main gate.

9. Such common parts areas equipments installations fixtures fittings and spares in or about the said building as are necessary space are to or use occupancy of the said Flat in common.
10. The ultimate roof of the newly constructed building as per sanctioned plan of the Kolkata Municipal Corporation shall be jointly used by the purchasers of the Owner's /Owners' Allocation.
11. Any type of celebration and or social function on the roof needs prior approval of the association. No noise is to be made after 10 p.m. and the association has the right to stop the same. All cleaning and other charges will be paid by the concerned Flat owner at his/her/its/their own cost.
12. When the roof needs repairs the Purchasers shall be deemed to pay a fair sum along with the others.

**SCHEDULE `E' AS REFERRED TO HEREIN ABOVE**  
**(COMMON EXPENSES)**

1. The expenses for maintaining repairing redecorating etc. of the building and in particular the roof water tanks gutters and rain water pipes of the building water pipes and electric wires in under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of other flats and parking space and the main entrance passages landings and staircases of the building and the boundary walls of the building compounds terraces etc.
2. The cost of clearing and lighting the passage landings staircase and other parts of the building so enjoyed or used by the Purchasers as aforesaid.
3. The cost of working and maintenance of water connection lights lifts pump and other services.
4. The costs of the salaries of clerk bill collectors sweepers watchmen etc. as may be appointed by the apartment owners.
- 5 . Municipal and other taxes.
6. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

**SCHEDULE `F' AS REFERRED TO HEREIN ABOVE**  
**(DEPOSITS)**

1. Rs. 10/- per sq.ft. towards the Purchasers' proportionate share of expenses and outgoings as deposit.
2. Rs. 2,500/- towards share money application/entrance fee and the Purchasers share of expenses in connection with the formation of the Holding Organisation.
3. Actual amount calculated on the basis of bills produced by the Owner/Owners before the Purchasers towards electric deposit on per sq.ft. basis payment of deposit money to Kolkata Electric Supply Corporation Ltd. or any other amount which may be determined by the Owner/Owners (to be calculated) after ascertaining the actual sums to be deposited.
4. Rs. 7/- per sq.ft. on account of the legal documentation fees shall be paid by the Purchasers if the Purchasers engage the Owner's /Owners' Lawyer for making the necessary documents such as agreements and conveyance. In case the Purchasers want to engage their own Lawyer in that event the Owner/Owners will not charge legal fees @ Rs. 7/- per sq.ft.
5. Actual amount to be determined/calculated at the rate prevailing on the date of execution on account of stamp fee registration and other legal expenses before taking the possession.
6. The aforesaid amounts of deposit shall not carry any interest and will remain with the Developer until the conveyance deed in respect of the land is executed in favour of the Purchasers/Association or the Holding Organization and shall be made over to the Association of Flat Owners deducting therefrom the actual expenses incurred an account of which shall be submitted by the Owner/Owners to the Association of Flat Owners and the account as submitted by the Owner/Owners shall be final conclusive and binding on the Purchasers and the Purchasers shall not be entitled to dispute the same.
7. Sinking fund as shall be determined by the Owner/Owners before the Owner/ Owners hand over the possession of the Flat to the said Purchasers.

**IN WITNESS WHEREOF** the parties hereto have put their hands seals and signatures on the day month and year first above written.

SIGNED SEALED and DELIVERED  
by the **OWNER / OWNERS** at Kolkata  
in the presence of :

**WITNESS :**

SIGNED SEALED and DELIVERED  
by the **PURCHASERS** at Kolkata in the presence of :

**WITNESS :**

SIGNED SEALED and DELIVERED  
by the **DEVELOPER** at Kolkata in the presence of :

**WITNESS :**