



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

80AB 371687

AGREEMENT

THIS AGREEMENT FOR SALE is made on this the day of in the year 2023 by and between :

1. SRI TAPAS BANERJEE (PAN : AIVPB7620A) 2. SRI JAYANTA BANERJEE (PAN : AEFPB5923C) 3. SRI ANUPAM BANERJEE (PAN : ALWPB9982H) all sons of Late Sunil Kumar Banerjee, 4. SMT. PURNIMA MUKHERJEE (PAN : CTLPM7649M) W/o Late Bhutnath Mukherjee, all by faith Hindu, citizenship Indian, residents of : Radhanagar Road, Near Bombhola Kali Mandir, P.O. Radhanagar Road, Burnpur, Pin-713325, P.S. Hrapur, Dist. Paschim Bardhaman hereinafter jointly and severally called the "FIRST PARTY/LAND OWNERS" (which expression shall unless excluded by or repugnant to the context include each of their heirs, successors, legal representatives and assigns) of the FIRST PART.

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କ୍ରମ ନଂ: ୨୨୨୨୨୨୨୨
ଖଣ୍ଡଗିରି ମହାବିଦ୍ୟାଳୟ,
ଖଣ୍ଡଗିରି, ଓଡ଼ିଶା
ପଠକର ନାମ: ଶ୍ରୀ ଶ୍ରୀ ରାମଚନ୍ଦ୍ର ମହାପାତ୍ର
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ଶ୍ରୀ ରାମଚନ୍ଦ୍ର ମହାପାତ୍ର

(2)

The First Party are represented by their constituted attorney SUDHA CONSTRUCTION a proprietorship firm, represented by its proprietor Sri Shibu Roy S/o Late Subodh Chandra Roy, by faith Hindu, by occupation business, resident of : Gouranga Sen Sarani, P.O. Radhanagar Road, P.S. Hirapur, Dist. Paschim Bardhaman empowered by General Power of Attorney being Deed Nos. 230502253 and 230502251 respectively for the year 2022 of Asansol Addl. Dist. Sub Registry Office.

AND

SUDHA CONSTRUCTION' (PAN : AFOPR6367Q) a proprietorship firm, represented by its proprietor Sri Shibu Roy (PAN : AFOPR6367Q) S/o Late Subodh Chandra Roy, by faith Hindu, by occupation business, resident of : Gouranga Sen Sarani, P.O. Radhanagar Road, P.S. Hirapur, Dist. Paschim Bardhaman hereinafter referred to as the DEVELOPER/SECOND PARTY (which term or expression shall unless excluded by or repugnant to the subject or context include its executors, successors-in-office, administrators, representatives and assigns) of the SECOND PART.

AND

1. SRI/SMT. S/o W/o D/o
2. SRI/SMT. S/o W/o D/o
both by faith Hindu, citizenship Indian, by occupation, residents
of :
....., Dist. Paschim Bardhaman hereinafter called the
"PURCHASERS/THIRD PARTY" (which term or expression shall unless excluded by or
repugnant to the context, be deemed to mean and include all their heirs, successors, legal
representatives and assigns) of the THIRD PART;

WHEREAS one Abharani Banerjee W/o Late Sunil Kumar Banerjee was the lawful and rightful owner of the land measuring 2652.49 sq. feet comprised in R.S. Plot No. 2177 situated in Mouza : Santa, P.S. Hirapur, Dist. Burdwan at present Paschim Bardhaman which said Abharani Banerjee purchased by a registered Deed of Sale being Deed No. 7286 for the year 1981 of Asansol Sub Registry Office from Girija Prasad Chattopadhyay S/o Late Annada Prosad Chattopadhyay and others for valuable consideration as mentioned in the said Sale Deed.

AND WHEREAS after such purchase while owning and possessing the said property aforesaid Abharani Banerjee raised and erected a single storied pucca building in accordance with sanctioned building plan and the said land has been duly and correctly recorded in the name of aforesaid Abharani Banerjee in the L.R. Record of Right of Mouza Santa, P.S. Hirapur;

AND WHEREAS said Smt. Abharani Banerjee gifted the said property to her three sons i.e. the First Party/Land Owners Nos. 1 to 3 by three different registered Deed of Gift being Deed Nos. 6894, 6893 and 6895 respectively all of Asansol Addl. Dist. Sub Registry Office and the said lands have been duly and correctly recorded in the name of the First Party/Land Owners Nos. 1 to 3 under L.R. Khatian Nos. 6994, 6991 and 6993 respectively being L.R. Plot No. 2075 of Mouza Santa, P.S. Hirapur;

AND WHEREAS in the circumstances the First Party Nos. 1 to 3 are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said landed property as detailed hereinabove and which are more fully mentioned in schedule 'A' below;

WHEREAS one Abharani Banerjee W/o Late Sunil Kumar Banerjee was the lawful and rightful owner of the land measuring 2652.49 sq. feet comprised in R.S. Plot No. 2177 situated in Mouza : Santa, P.S. Hirapur, Dist. Burdwan at present Paschim Bardhaman which said Abharani Banerjee purchased by a registered Deed of Sale being Deed No. 7286 for the year 1981 of Asansol Sub Registry Office from Girija Prasad Chattopadhyay S/o Late Annada Prosad Chattopadhyay and others for valuable consideration as mentioned in the said Sale Deed.

AND WHEREAS after such purchase while owning and possessing the said property aforesaid Abharani Banerjee raised and erected a single storied pucca building in accordance with sanctioned building plan and the said land has been duly and correctly recorded in the name of aforesaid Abharani Banerjee in the L.R. Record of Right of Mouza Santa, P.S. Hirapur;

AND WHEREAS said Smt. Abharani Banerjee gifted the said property to her three sons i.e. the First Party/Land Owners Nos. 1 to 3 by three different registered Deed of Gift being Deed Nos. 6894, 6893 and 6895 respectively all of Asansol Addl. Dist. Sub Registry Office and the said lands have been duly and correctly recorded in the name of the First Party/Land Owners Nos. 1 to 3 under L.R. Khatian Nos. 6994, 6991 and 6993 respectively being L.R. Plot No. 2075 of Mouza Santa, P.S. Hirapur;

WHEREAS the First Party/Land Owner No. 4 is the lawful and rightful owner of the land measuring 2675.81 sq. feet comprised in R.S. Plot No. 2177 situated in Mouza : Santa, P.S. Hirapur, Dist. Paschim Bardhaman which the First Party/Land Owner purchased by a registered Deed of Sale being Deed No. 7285 for the year 1981 of Asansol Sub Registry Office from Girija Prasad Chattopadhyay S/o Late Annada Prosad Chattopadhyay and others and the said land has been duly and correctly recorded in the name of the First Party/Land Owner No. 4 under L.R. Khatian No. 6140 being L.R. Plot No. 2075 of Mouza Santa, P.S. Hirapur;

(5)

AND WHEREAS in the circumstances the First Party Nos. 1 to 4 are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said landed property as detailed hereinabove and which are more fully mentioned in schedule 'A' below;

AND WHEREAS by virtue of a registered Development Agreement or Construction Agreement being Deed Nos. 230502246 and 230502243 respectively and General Power of Attorney being Deed No. 230502253 and 230502251 respectively all for the year 2022 of Asansol Addl. Dist. Sub Registry Office, the Land Owners/First Party have already delivered possession of said lands more fully mentioned in schedule 'A' below in favour of the Developer/Second Party for developing the 'A' schedule land by constructing a multistoried (G+4 storied) building. And by executing the above noted Development Agreement and General Power of Attorney, the Land Owners/First Party engaged the Developer/Second Party in this regard to promote/develop the said land by raising a multistoried (G+4 storied) pucca building named and known as 'SHRESTHA APARTMENT' upon the said lands consisting of various self-contained residential flats/parking space by making the entire financial investment in the matter of raising the said constructions in accordance with a building plan duly sanctioned by the Authority of Asansol Municipal Corporation vide Building Permit No. SWS-OBPAS/1101/2022/1743 and particulars of the said land, building, and premises are more fully mentioned in schedule 'A' hereunder written;

AND WHEREAS in view of such financial/monetary investments made by the Second Party in erecting the said multistoried building, the Second Party has derived an interest over the entire constructional portion of the said building and

(6)

as such in order to avoid all future complication as well as to perfect the title of the Purchaser/s in regard to the property hereby sold to them the Second Party is also executing this Deed as a Co-Seller simultaneously with the First Party.

AND WHEREAS the Party of the First Part and Second Part being in urgent need of money to meet their legal requirements and expenses declared and expressed their intention to sell and transfer one self contained residential flat being Flat No. on the floor of the said apartment/building containing superbuilt area of sft with one number four wheeler/two wheeler parking space in the floor in the 'A' schedule Apartment/building which is more fully mentioned in schedule 'B' hereunder written along with common rights and facilities over the common portions, areas, structures, installations etc. which are more fully mentioned in schedule 'C' below;

AND WHEREAS the Third Party having come to know of such intention and declaration of the Party of the First Part and Second Part proposed and offered to purchase the 'B' schedule property;

AND WHEREAS after mutual discussions between the parties, total value/consideration for the schedule mentioned property has been settled and fixed at Rs..... (Rupees.....) only and the party of the First Part and Second Part considering the said price as fair, proper, reasonable and highest according to market value prevailing in the locality agreed to sell, convey and transfer the schedule mentioned property unto and in favour of the Third Party at and for the said total price of Rs. on the terms and conditions mentioned hereinbelow;

(7)

AND WHEREAS in view of such offer and acceptance the Third Party have paid this day a sum of Rs./- (Rupees) only to the Second Party as an advance, and towards partly payment of the said total price and receipt of the said advance amount is hereby admitted and acknowledged by the Second Party;

NOW THIS DEED WITNESSETH :-

1. That the Third Party/Purchaser has examined the Plan, title of the owners in the land thoroughly satisfied himself about the same and undertakes that he shall not raise any question or objection with regard thereto in future.
2. The Third Party agreed to acquire the said Flat No. on the floor having super built up area of sq. ft in the said building @ Rs. per sft. along with one car/two wheeler parking space in the common parking space at ground floor for Rs. for a total consideration of Rs. (Rupees.....) only for the flat specifically described in 'B' schedule and for the undivided common facilities provided in the building as shown in the sanctioned plan.
 - i) On or before the execution of these presents has paid towards cost of land share common facilities and construction thereto totalling a sum of Rs. (Rupees) only being part payment of the total consideration money, which sum the developer has received this day from the purchaser and the balance sum shall be paid in the following manner :-

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- i) Booking Money : Rs. 1,00,000/- (Rupees one lakh) only.
- ii) At the time of Agreement : 20% (inclusive of Booking money)
- iii) On ground floor roof slab : 20%
- iv) On first floor roof slab : 15%
- v) On second floor roof slab : 15%
- vi) On third floor roof slab : 10%
- vii) On fourth floor roof slab : 10%
- viii) At the time of Hand Over : Rest Amount

The total value for any extra work has to be paid in advance.

The whole of the consideration money Rs. (Rupees
.....) only for undivided proportionate
share in the common facilities as well as built up area shall be payable by the purchaser
to the first party. All payment shall be made in favour of 'SUDHA CONSTRUCTION'

3. The party of the First Part and Second Part shall transfer the 'B' schedule
property along with common facility to the Third Party or his/her nominee by
a proper Deed of Conveyance to be prepared by the Second Party through their
advocate/Deed Writer at the cost and expense of the Purchaser.

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4. That the terms and conditions and covenants for the comfortable use of the common facilities and maintenance thereto be incorporated in the Deed of Conveyance and the Third Party shall not raise any objection thereto and shall observe the covenants thereof along with other flat owners and occupiers.
5. The Third Party will get the 'B' schedule property hereof and the apartment be styled as "SHRESTHA APARTMENT".
6. It is agreed that the First Party and Second Party will execute and register Sale Deed in favour of the Purchaser or his nominee just with the delivery of possession of 'B' schedule property in finished condition within 24 months from execution date of this Agreement. Be it is agreed that all cost relating to the stamp duty and registration fee and cost thereto will be borne by the Purchaser and registration process will be complete within 24 months from the date of execution of this Deed of Agreement.
7. The Purchaser shall be bound to pay the instalment as stated hereinabove and any failure thereto even inspite of demand made by the third party by giving a notice in writing affording fifteen days time the first party and Second party shall have the right to cancel the agreement and to sell the flat to any other party and the purchaser/second party will get back the money advanced so far after full completion of the total building/ apartment and the first party will deduct Rs. 10,000/- (Rupees Ten thousand) or minimum of 10% which ever is higher from the advance money.
8. The facilities to be in the 'B' schedule .
9. Any tax duties, levies imposed by Govt. of India or State Govt. or Semi Govt. Offices has to be borne by the Purchaser as for e.g. service tax, sales tax, GST etc.

(10)

10. A separate payment for the cost of getting electricity service connection from W.B.S.E.D.C.L. have to be borne by the Purchasers (cost of transformer, cable) along with ancillary cost of getting the service line upto the individual meter.

11. A separate cost for getting the bulk water supply from the Municipality/PHE has to be borne by the Purchaser proportionately along with bulk supply fees and cost of laying pipe connection from the main source upto the underground reservoir.

SCHEDULE - I (Description of Common Areas)

The common areas and facilities mentioned hereafter in this agreement shall include :

1. Corridors lobbies, stairs, stair ways entrance to and exit from the building.
2. Installation of common service like water, sewerages etc.
3. Pump Motor room, Electric Meter room, Darwan's room in the ground floor of the building.
4. Underground water reservoir and the overhead water tank, lift.

SCHEDULE - II (Details of Constructions)

a) Water Arrangements : Water reservoirs of required capacity will be provided at the top of the roof underground reservoir of suitable capacity will be used for storage of Municipal water/underground water. One electrical pump with motor to be installed at the ground floor from the underground water reservoir and will be each of the flats for 24 hours with the help of pipelines.

b) Flooring : Marble (white)/tiles of 2' x 2' will be provided for the flats and the common areas like staircase will be finished with Tiles/Kota Stone.

c) i) Door : Sal wood frames/factory made chemically treated/seasoned finish flush door will be provided in all Doors. All the necessary fitting like locks, tower bolt, hatch bolts will be provided.

ii) Windows : Aluminium windows with glass panes with integrated M.S. Grill will be provided with all steel fitting.

iii) Kitchen : Kitchen will be provided with marble flooring and the working table will be provided with the green marble. A steel sink along with the bibcock will be provided. A wash area with bib cock will be provided under the sink and on the wall glazed tiles of 12'' x 18'' will be placed upto 2' from the tabletop.

d) Toilet : Floor will be of marble with ceramic glazed tiles upto a height of 5'0'' from the floor. One of the two toilets will have European type commode and other will be Indian type, water closet with finishing arrangement. One wash basin & sanitary fittings will be of white in colour.

e) Sal wood frames/factory made chemically treated/seasoned finish flush door will be provided in all Doors. All the necessity fitting like locks, tower bolt, hatch bolts etc. will be provided.

f) Wall : Brick masonry walls of thickness 200/125 mm as per the design and architecture

g) Wall Finishes : Ceiling & wall have a plaster 1/4 & 1/2 thick in cement, sand mortar ratio 1:4 and 1:6 respectively. All internal walls and ceiling will have plaster of Paris finish with cement primer coating. Decorative cements paints will be applied to all exterior parts of the building.

h) Electrical: West Bengal State Electricity Distribution Co. Ltd. will provide electricity. Individual flat owners will be provided with service line of 2KW capacity, electric meter as per the existing rules of the WBSEDCL on their own responsibility and their own cost.

All electric wiring will be provided with concealed.

Each bed rooms will be provided with one light point, two tube light points, one ceiling fan point, one 5 AMP plug point on switch board (PVC) make.

Drawing cum Dining Space : One light point, two tube light points, two ceiling fan points, one 15 AMP, one TV point and one 15 AMP refrigerator point.

Toilets : One light point, one exhaust fan point, one 5 AMP plug point, Immersion heater point.

Kitchen : One light point one exhaust fan point and one 5 AMP plug point.

Balcony : One light point.

Doorbell switch will be provided main entrance of each flat unit.

Any additional electrical work can only be provided only at extra cost.

j) Parking space : Limited number of car parking space will be available at an extra cost chargeable along with the flat price.

k) Additional amenities and extra items.

Any additional amenities/fixtures/fittings and extra item may be provided only at extra cost.

8. That at the time of final measurement after the completion of the building, the difference in costs under this agreement will be adjusted accordingly.

In case of dispute or disagreement in that behalf the certificate of the Developer/ Architect/Engineer shall be final and binding on both the parties hereto.

9. That Flat shall exclusively be used for residential purpose and the Purchaser/Third Party further covenants and undertakes as follows :

a) To pay all municipal taxes and rates or other imposition taxes proportionately on land and building together with amenities and facilities enjoyed and utilised in the common areas in the said building from the date of possession.

b) Not to do any acts or deed or thing whereby other owner's rights or prejudices are hampered in the use and enjoyment of common areas of the undivided share of this buildings.

c) Not to throw any rubbish or store any article in any part of common areas.

d) Not to carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said flat including common undivided area.

- e) Not to cause any nuisance or annoyance to the occupants of other flat in the said building in any manner whatsoever.
- f) Not to alter the exterior of the said flat.
- g) Not to alter the exterior of the said flat save in accordance with general scheme thereof as is or may be specified by the Developer in consent with the flat owners in general.
- h) Not to claim any partition or sub-division of common areas of said building and not to make any structural addition, alteration and modification of permanent nature. Not to claim any additional proportionate undivided part or share or right in the said land/portion which will remain unsold and the said unsold land/portion of the building will remain in possession of the first party and third party.
- i) To keep the said flat in good substantial repairs and conditions and free from damage and destruction.
- j) To observe and comply with all rules and regulations framed by the Committee to be framed by or amongst owners regarding the manner of use and enjoyment of the flats and common areas of the building constructed and for better and fuller enjoyment thereof. Be it mentioned that owners of the flat shall use and enjoy the common areas pump and including the roof with their own costs and with their own risk and responsibility and the First Party and the Second Party shall have no liabilities in the matter.
- k) That the Purchaser will regularly and punctually pay all cost charges and expenses payable by the Purchaser to the Committee formed amongst the Purchaser for the unkeement of the said building in the interest of the Purchaser.
- l) The Purchaser shall have the liberty to sell, transfer mortgage, lease or let out the said flat and interest hereunder subject to the over all conditions that the Third Party's transferee shall be bound and liable to observe and perform and carry out all terms and conditions and obligations on the part of the Purchaser to be observed or performed

under this Agreement, provided further only after the full payment of all payable amounts herein.

11. It is accepted if due to some unforeseen circumstances e.g. natural disaster/ calamities beyond the control of the human hand the completion of project is delayed for which the developer shall be in no way responsible.

12. That if the Third Party towards getting of the electricity service from the electricity authority in the said Apartment is compelled to install transformer and other electrical accessories connected to such transformer, the Purchaser is bound to pay proportionate share totalling to the cost to be incurred in equal share thereof along with the other owners of the said apartment. Water connection charge chargeable by Asansol Municipal Corporation in the said apartment shall be borne by the Purchaser along with other flat owners in equal share.

13. That the common property attached to the apartment to be looked after and managed by a society to be formed among the flat owners and all cost relating to the maintenance of the flat will be borne by the Purchaser in proportionate share as to be decided by the Society in its meeting and any deviation in respect of payment for such maintenance cost the society may terminate the common enjoyment right by the Purchaser.

14. Any tax duties, levies imposed by Govt. of India or State Govt. or Semi Govt. Offices has to be borne by the Third Party/Purchaser as for e.g. service tax, sales tax. GST etc.

16. That the Flat Owner's Association will be formed after sale/transfer of all flats of the proposed multistoried building.

17. That after mutual discussion between the first party/third party and the Flat Owner's Association, the watchman and scavenger shall be appointed by the first party. All remuneration payable to the watchman and the scavenger shall be equally borne by the occupiers/owners of the flat.

SCHEDULE 'A' OF THE PROPERTY ABOVE REFERRED TO :-

In the District of Paschim Bardhaman, P.S., Sub Division and A.D.S.R. Office Asansol, within Mouza Santa J.L No. 20 under the limits of Asansol Municipal Corporation, Ward No. 52 (new), 01 (old) all that land measuring 5328.3 sq. feet comprising part of R.S. Plot No. 2177 under R.S. Khatian No. 65 corresponding to L.R. Plot No. 2075 under L.R. Khatian Nos. 6994, 6991, 6993 and 6140 respectively including a proposed multistoried (G+4 storied) building/apartment under construction named and known as 'SHRESTHA APARTMENT' consisting of various self contained residential flat in each floor and parking space/office/shop etc. in the ground floor.

Butted and bounded by :

On the North : By 14 feet wide road thereafter property of Gita Rani Dutta.

On the South : By the property of Sati Ranjan Goswami.

On the East : By 18 feet wide Road.

On the West : By the property of Rajib Chatterjee.

SCHEDULE 'B' ABOVE REFERRED TO :

Within the same district, Mouza, P.S. etc. all that one self contained residential flat being flat No. on the floor of the 'A' schedule Apartment measuring super built up area 869 sft. consisting of 2 two bed rooms, 1 one dining cum drawing, 1 one kitchen, 2 two toilet, 1 one balcony with 1 one number two wheeler/car parking space in the ground floor along with common facilities as described in this agreement.

(16)

SCHEDULE 'C' ABOVE REFERRED TO :

(Common Portions)

1. Stair case up to the top floor.
2. Stair case landing up to the top floor.
3. Common passage, entrance and open space
4. Water pump, water pipes, water tank and other plumbings.
5. Electrical sub station, electrical wiring, lines, meters, fittings.
6. Drainage and sewers.
7. Boundary walls and main gate.
8. Lift.

IN WITNESS WHEREOF the parties hereto put their respective hands and seals in presence of following witness in the date, month and year written in the outset.

Witnesses :

1.

For self and as constituted attorney of
Tapas Banerjee, Jayanta Banerjee, Anupam
Banerjee and Smt. Purnima Mukherjee

2.

Signature of the Land Owner/Developer

Prepared by me and
printed in my office

Pijush Kanti Das

(Pijush Kanti Das)

Advocate

Enrl. No. WB/828/1973

Asansol Court

Signature of the Third Party/Purchaser