



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

14AB 3051

AUTHORIZED SIGNATORY
S. Supriya Patra
Supriya Patra
Usahi Realstates Pvt. Ltd.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the 6th day of January

Two Thousand and Eighteen (2018).

BETWEEN

*Received By Company
Original Agreement for sale
14/10/2019*



own, Kolkata - 700 048, District - North 24 Parganas, being represented by its Constituted Attorney namely **MR. SUPRIYA PATRA** (having PAN BCSPP3301E), son of Sri Asis Kumar Patra, residing at Village- Radhapur, Post Office - Madhabpur, Police Station - Bhupatinagar, PIN Code - 721626, District - PurbaMedinipur, hereinafter called and referred to as the "**VENDOR AND/OR DEVELOPER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **ONE PART**

A N D

EQBAL MAHAL SURAIYA BEGUM (PAN AGECEB0056D) wife of Neyamatullah Mondal, by faith - Muslim, by nationality - Indian, by occupation - Service, residing at Premises- House No.- 12/8, Old Police Line Road, Gora Bazar, Berhampore, Police Station- Berhampore, PO- Gora Bazar, Pin Code No- 742101, District- Murshidabad, hereinafter jointly and/or severally called and referred to as the "**PURCHASER /PURCHASER (S)**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their respective heirs, executors, administrators, representatives, successors-in-office and assigns) of the **OTHER PART**.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

HOUSING PROJECT: The Housing Complex will always be known as "**KING TOWN NEW TOWN**" and the Bungalows and Buildings to be constructed within the said Premises will be in phases of the said Housing Complex.

Background

Absolute Ownership: The Purchaser herein shall have absolute ownership of the said flat under consideration on or after execution and registration of Deed of Conveyance in favour of the owner free from all encumbrances and in peaceful possession thereof.

Development Agreements / Construction Agreement: For the purpose of developing and commercially exploiting the Said Premises by constructing building thereon and selling various flats/spaces therein (**Units**), the Vendor has entrusted the work of Development / Construction of the said Premises to the Contractor, on the terms and conditions recorded in agreements in writing therein.

Announcement of Sale: The Vendor has formulated a scheme and announced sale of Units to prospective purchasers (**Transferees**).

Application and Allotment to Purchaser: The Purchaser(s) herein has/have by his/her/its/their Application dated 20/04/2017 applied for allotment of the Designated Unit under consideration and the appurtenances in the said Housing Complex. The Purchaser upon his/her/its/their full satisfaction of the Vendor title and authority to sell, applied for purchase of the said Flat and appurtenances and the Vendor / Developer has allotted the same to the Purchaser, who in due course entered into this agreement on this day of signing of this presents, for purchase of the Said Flat And Appurtenances, on the terms and conditions contained herein.

Construction of Said Building: The Vendor along with the Contractor has initiated the construction of the Said Building.

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presents, the Purchaser confirms that the Purchaser has accepted and agreed that the following are and shall be the conditions precedent to this presents:

Understanding of Scheme by Purchaser:The Purchaser undertakes and covenants that he/her/its/ theirhas/have understood and accepted the under mentioned scheme of development:

(a) **Development of Said Premises, Said Complex named and styled as KING TOWN NEW TOWN and its adjoining other housing projects by the vendor herein:**The Vendor intends to develop the entirety of the said premises, the said complex and the other adjoining Projects in due course and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.

(b) **Extent of Rights:**The rights of the Purchaser is limited to the ownership of (1) the Said Flat (2) the Land Share (3) the right to park in the Parking Space (if any) (4) in the common portions (5) the share in said club and (6) the User Rights in the specified facilities and the Purchaser hereby accepts the same and shall not under any circumstances raise any claim of ownership on any of the Specified Facilities.

(d) **Common Portions Subject to Change:**The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Vendor, to accommodate its future plans regarding the Said Housing Project and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any objection or hindrance thereto.

(e) **Only User Rights in Specified Facilities:**The Purchaser shall only have User Right in the Specified Facilities and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Specified Facilities.

(f) **No Land Share in Specified Facilities:**The Specified Facilities which are located in the Said Premises shall always be deemed to be excluded from the area of the Land Share which is being transferred to the Purchaser and shall not under any circumstances extend to and include such part. The Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard.

(g) **Location of Specified Facilities:**The Specified Facilities may either be located within the Said Premises or may be located in other portions of the project area and/or may be part of the other adjoining projects. If some of the Specified Facilities are located in other portions of the Housing project and/or are part of the other adjacent projects, then and in such event such part on which the Specified Facilities are located shall be deemed to be the extended area of the project.

Satisfaction of Purchaser:The Purchaser undertake to the Vendor that the Purchaser is completely acquainted with, fully aware of and is thoroughly satisfied about the title of the Vendor, right and entitlement to develop the Said Premises, the Sanctioned Plans, all the background papers, the right of the Vendor to grant this presents, the scheme of development described above and the extent of the rights being granted in favour of the Purchaser and the negative covenant mentioned above and/or the Said Agreement and/or elsewhere in this presents and the Purchaser hereby accepts the same and shall not raise any objection with regard thereto.

Rights Confined to Said Flat And Appurtenances:The Purchaser undertakes to the Vendor that the right, title and interest of the Purchaser is confined only to the Said Flat And Appurtenances and the Vendor is entitled to deal with and dispose off all other portions of the Said Building, the Said Premises and the Said Complex to third parties at the sole discretion of

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RECEIPT

RECEIVED of and from the within named Purchaser(s) the within mentioned sum of **Rs. 3,05,000/- (Rupees Three Lac Five Thousand)** only as an earnest/advance money including proportionate Service Tax under this Agreement for Sale as per Memo below:-

MEMO OF CONSIDERATION

Sl. No.	Cheque No. / Cash	Bank & Branch	Date	Principal Amount (Rs)	S.Tax Amount (Rs)
1.	Cash		20.04.2017	14,354	646
2.	574828		28.04.2017	1,57,895	7,105
3.	574829		19.07.2017	1,11,607	13,393
		Total		2,83,856	21,144
				3,05,000	

(Rupees Three Lac Five Thousand Only)

WITNESSES:

1.

2.

*Received by Company
Original Agreement for Sale
17/10/2019*



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[Signature]
Supriya Patra

Usashi Realstates Pvt. Ltd.

Signature of the Vendor