



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

14AB 180842

AUTHORIZED SIGNATORY

[Signature]

Sushya Patra
Usashi Realstates Pvt. Ltd.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the ^{7th} day of *October*.

Two Thousand and Seventeen (2017).

BETWEEN

Ahava Mukherjee

M/S. USASHI REALSTATES PVT. LTD. (Pan AAFCD0790C), a Company incorporated under the Companies Act. 1956, having its office at Premises No. 594/1, Dakshindari Road, "BimaAbasan", Flat No. E2/1, First Floor, Post Office - Sreebhumi, Police Station - Lake Town, 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

SRI ABHIJIT MUKHERJEE(PAN AIPPM6014M) son of Sri Ashoke Kumar Mukherjee, by faith - Hindu, by nationality - Indian, by occupation-Service, residing at Premises- House No.- 20, 18/2, Kalikapur, Police Station- Mukundapur, PO- Survey Park (Santoshpur), Pin Code No- 700099, District- South 24 Parganas,

A N D

SMT AHANA MUKHERJEE (PAN CVPPM0618C) daughter of Sri Abhijit Mukherjee, by faith - Hindu, by nationality - Indian, by occupation-Student, residing at Premises- House No.- 20, 18/2, Kalikapur, Police Station- Mukundapur, PO- Survey Park (Santoshpur), Pin Code No- 700099, District- South 24 Parganas, 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 09/04/2017 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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Supriya Patra
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Abhijit Mukherjee
Ahana Mukherjee

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.

Acceptance of Conditions Precedent: Notwithstanding anything contained in this 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.

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undertake/s and covenant/s not to raise any dispute, objection, hindrance, obstruction or claim with regard to the same or cause to be done such act, deeds or thing in connection therewith deriving the Vendor of its title or authority to sign, deliver, execute agreements, supplementary agreements, consents and other documents as may be required by the Vendor and do all acts deeds and things as may be required by the Vendor to more fully effectuate and implement the right, title and interest of the Vendor/the Developer.

11. **PURCHASER(S) FURTHER ACKNOWLEDGE/S, COVENANT/S AND ASSURE/S:**

(a) Before the date of execution hereof, the Purchaser(s) has/ have independently examined and got himself/herself/itself/themselves fully satisfied about the title of the Vendor to the said Premises and the Designated Unit and accepted the same and agree/s and covenant/s not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser(s) has/have also inspected the Building Plans in respect of New Building(s) and the location and area of the Designated Unit and agree/s and covenant/s not to raise any objection with regard thereto.

(b) The Purchaser(s) individually or along with the other Co-owners will not require to contribute towards proportionate share of the Common Expenses in respect of the Units or Parking Spaces or other portions which are not alienated or agreed to be alienated by the Vendor for a period of one year from the date of completion of the entire Building.

(c) That the Purchaser(s) will not be entitled to changes any exterior position of his/her/its/their flats /units any manner whatsoever without consent of the Vendor herein and /or the Concerned authority.

12. **FORCE MAJEURE:**

The period for construction or delivery of possession of the Designated Unit by the Vendor to the Purchaser(s) and the compliance of all other obligation by the Vendor shall always be subject to the fact that the Vendor is not being prevented by Force Majeure or by reasons and circumstances beyond the control and capacity of the Vendor or due to statutory provisions or Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO. The Vendor shall strive to its best to deliver possession of the designated unit as schedule but the same may get postponed due to Force Majeure and other unavoidable circumstances beyond the control and capacity of the Vendor, such delay in delivery of possession shall be condoned without any pecuniary burden or compensation upon the Vendor herein. Force Majeure shall include storm, tempest, fire, flood, earth quake and other Acts of God or Acts of Government, Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said Premises by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipment's in the market and any other reason beyond the Vendor's/the Developer's control.

13. **MISCELLANEOUS:**

(a) The Vendor shall be entitled to apply for and obtain and/or raise financial assistance from Banks, Financial Institutions, Non Banking Financial Institutions for construction of the said Housing Complex or any part thereof by way of mortgage or charge of or otherwise creating a lien on the said Premises or any part or share thereof and/or any Flat/Unit in the Building at the said Premises in addition thereto and/or in substitution thereof provided however that any such mortgage, charge or lien, if it relates to the Designated Unit shall be redeemed by the Vendor by way of repayment of the loan prior to the execution of Deed of Conveyance by the Vendor in favour of the Purchaser(s) in terms hereof.

(b) The Purchaser(s) proportionate undivided share in the land of the plinth of Designated Block shall be the proportion in which the built-up area of Designated Unit may bear to the built-up area of all Units in the Designated Block. The Purchaser(s) proportionate share in

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Pvt. Ltd.

Sashi

Ashmit Mukherjee
Ahana Mukherjee

other matters shall be proportion in which the built-up area of the Designated Unit may bear to the built-up area of all the Units in the Building. It is clarified that while determining the proportionate share of the Purchaser(s) in the various matters referred herein, the decision of the Vendor on any variations shall be binding on the Purchaser(s).

(c) The Purchaser(s) agree/s to register this Agreement and to bear and pay all stamp duty, registration fee and allied expense in connection therewith and the Vendor hereby agrees to be available for registration of the same.

(d) The Purchaser(s) shall be and remain responsible for and to indemnify the Vendor and the Association against all damages, costs, claims, demands and proceedings occasioned to the said Premises or any other part of the New Building or to any person due to negligence or any act, deed or thing made done or occasioned by the Purchaser(s) and shall also indemnify the Vendor against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Vendor or any of them as a result of any act omission or negligence of the Purchaser(s) or the servants, agents, licensees or invitees of the Purchaser(s) and/or any breach or Non-observance, Non - fulfillment or Non - performance of the terms and conditions hereof to be observed, fulfilled and performed by the Purchaser(s).

(e) Any delay or indulgence by the Vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser(s) shall not be construed as waiver of any breach or Non-compliance by the Purchaser(s) nor shall the same in any way or manner prejudice the rights of the Vendor.

(f) The nominated Advocate of the Vendor herein will prepare all documents like as Agreement for Sale, Deed of Conveyance or any other Deeds in respect of the said Designated Unit and the Purchaser(s) will be responsible to pay the fees of the said Advocate as and when demanded by the Vendor before execution and/or registration of the said documentations.

(g) This Agreement is in written format and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both Parties. The Purchaser(s) acknowledge/s upon signing of this Agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Vendor or its agents, servants or employees other than what is specifically set forth herein.

(h) So far as specific allotment of Flat or Bungalow is concerned, the Vendor shall have the right to enter into Supplementary Agreement with a view to total clarity/transparency and the Purchaser(s) in that case shall have to enter into the said Supplementary Agreement without raising any objection or disputes and it is mentioned herewith that the Vendor will be liable to mark the respective Flat Number after sanctioned of the building Plan/Plans.

(i) On default of payment within the stipulated time under this Agreement for Sale the Vendor herein always be empowered to allocate the Flat in any other location within the said Housing Complex and in that event the Purchaser(s) shall have no right to claim actual location of his/her/their Flat.

14. ADJUDICATION OF DISPUTES:

If any disputes and differences arise by and between the Parties hereto in any way relating to or connected with the Designated Unit and/or this Agreement and/or anything done in pursuance hereof, the same shall be referred for arbitration to such person as be nominated by the Vendor. It is agreed by and between the Parties hereto that the said Sole Arbitrator shall have the power to pass and give both interim order and award and/or award in one or more lots and to proceed in a summary manner with regard to adjudication of the disputes and differences between the Parties which shall be final and binding on the Parties hereto. The Arbitration shall otherwise be governed by the provisions of the Arbitration and Conciliation Act, 1996 as modified from time to time and the Arbitration shall be held at Kolkata only.

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Supriya Peira

Flat Number
Shona Mukherjee

15. NOTICE:

Unless otherwise expressly mentioned herein all Notices shall be served to the Parties by hand or sent by registered post or speed post with acknowledgement due to at the address of the other Party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address of return of the cover sent by registered post without the same being served. The intending Purchaser/s shall get his/her/its/theirs complete address registered with the Developer/ Vendor at the time of executing this Agreement and it shall be his/her/its/theirs responsibility to inform the Developer in writing about all subsequent changes.

16. JURISDICTION:

Only the Civil Courts within the Ordinary Original Civil Jurisdiction of the High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions and proceedings between the Parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SAID PREMISES)

The Said Premises shall mean, refer and include land and/or land to be purchased by the Vendor for its housing projects named and styled as "KING TOWN-NEW TOWN". The Vendor herein has already seized and possessed various plots of land for the purpose of its said Housing Project named and styled as "KING TOWN NEW TOWN" being **ALL THAT** piece or parcel of land measuring about 1150 (Proposed) decimals laying and situated at Mouza - Jirangacha, J.L. No. 25, Pargana - Balanda, Touzi Nos. 586, comprised in R.S./L.R. Dag Nos : 46, 45, 47, 49, 43, 44, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123 appertaining to various Khatian under the Police Station of Kassipore (formerly Bhangar) within the limits of Bhagabanpur Gram Panchayet, Dist: 24 PGS(S) are being acquired/purchased and in accordance to its plan for the said Housing Project. The vendor herein have already started construction work at the said premises named and styled as "**KINGTOWN NEW TOWN**".

THE SECOND SCHEDULE ABOVE REFERRED TO:

(DESIGNATED UNIT)

(FLAT/BUNGALOW)

ALL THAT piece or parcel of one self-contained residential **2BHK** Flat having a total covered area of **466.34 Sq.ft. (covered area of the Flat 346.6 Sq.ft. plus added common covered area of 99.74 Sq.ft.)** more or less which includes proportionate share of the Ground Floor pathway (entry to the tower) and total floor lobby entire stair lobby, lift area, meter room, stair, lift covered at the roof, overhead tank consisting of **2(Two)** Bed Rooms, **1(One)** Drawing cum Dining Space, **1(One)** Kitchen, **1(One)** Toilet, **1(One)** W.C., **1(Open)** Open Terrace, on the **1st Floor South Facing** of the said proposed Building of the Housing Complex known as "**KING TOWN NEW TOWN**" together with the undivided importable proportionate share of the land underneath the said building including all other common service areas, amenities and facilities to be appended thereto in accordance with the Building Plan to be sanctioned hereafter from the competent Authority.

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Abhishek Mukherjee
Abana Mukherjee

prejudice to the other remedies available against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay the Maintenance-In-Charge, interest at the rate of 1.5% .per month of all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-In-Charge, shall be entitled to:

- (a) Disconnect the supply of electricity to the Designated Unit.
- (b) Withhold and stop all other utilities and facilities (including lift, generator, water, etc.) to the Purchaser(s) and/or the Designated Unit.
- (c) To deemed and directly realize and/or other amounts becoming payable to the Purchaser(s) by any Tenant or licensee or other occupant in respect of the Designated Unit.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(EXTRAS AND DEPOSITS)
(EXTRAS)

1. The Purchaser(s) shall pay to the Vendor 1.5% (one point five percent) of the total Government prescribed Market Value towards the Advocate fees and/or legal charges of the Vendor/the Developer's Advocate for preparation of this Agreement for Sale and the Sale Deed to be executed in pursuance hereof (out of which 50% of the payment against legal charges will be paid at the time of execution of this Agreement for Sale and the rest of the payment will be paid at the time of registration of the Deed of Conveyance).

Legal Charges:-

Society Formation of Each Flat	Rs. 2,000/- extra
Legal Charges at the time of this Agreement for Sale	Rs. 1,000/- extra
Legal Charges at the time of Final Deed of Conveyance Registration	Rs. 1,000/- extra
Legal Charges for Registration	1.5% of the total Government prescribed Market Value

2. In addition to the abovementioned amounts, the Purchaser(s) shall also pay to the Vendor the following amounts:-

(a) In case the Purchaser(s) request/s any additions or alterations and/or change in the layout or specifications with regard to construction of the said Unit in excess of those specified in this Agreement, then without prejudice to the right of the Vendor to refuse or deny the same, in case the Vendor/the Developer, in its sole discretion agree to do the same or any part thereof, the Purchaser(s) shall be liable to pay upfront the full costs, charges and expenses for the Vendor doing the same.

(b) Security Deposit and the expenses as may be required by West Bengal State Electricity Regulatory Authority or other electricity provider for individual meter in respect of the Designated Unit directly with West Bengal State Electricity Regulatory Authority or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.

(c) All Stamp Duty, Registration Fees and Allied Expenses on Execution and Registration of this Agreement for Sale and of the Sale Deed or Deeds and other documents to be executed and/or registered in pursuance hereof.

(d) Goods and Service or any other statutory charges/levies by any name called, if applicable and payable on construction of the Designated Unit or on the transfer thereof

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Supriya Patra
Toshi Realstates Pvt. Ltd.

Attn: Mr. Anand Mukherjee

and/or on any amount or outgoing (including Maintenance Charges) payable by the Purchaser(s) in respect of the Designated Unit.

(e) The aggregate sum towards the amenities charges in totaling to **Rs. 2,00,000/- (Rupees Two Lac)** only shall be paid by the Purchaser(s) to the Vendor as follows :-

Wi-Fi Installation Charges	Rs. 5,000/-
Power Backup	Rs. 25,000/-
Additional Development	Rs. 45,000/-
Fire Fighting	Rs. 25,000/-
External Development	Rs. 20,000/-
Club Membership Charge	Rs. 30,000/-
External Electrification	Rs. 10,000/-
Road Development	Rs. 40,000/-
TOTAL :-	Rs. 2,00,000/-

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(CONSIDERATION)

The consideration payable by the Purchaser(s) to the Vendor for the designated Unit shall be as follows:

- (a) Consideration money for the said Flat/ comprised in the Designated Unit of **Rs. 9,59,631/- (Rupees Nine Lac Fifty Nine Thousand Six Hundred Thirty One)** only @ **Rs. 2150/-per Sq.ft.** and **Rs. 2,00,000/- (Rupees Two Lac)** only for the said Open Car Parking Space for the said Flat and **Rs. 2,00,000/- (Rupees Two Lac)** only for amenities charges that is in total amount of **Rs. 13,59,631/- (Rupees Thirteen Lac Fifty Nine Thousand Six Hundred Thirty One)** only excluding **Service Tax and other taxes.**

THE EIGHTH SCHEDULE ABOVE REFERRED TO
(PAYMENT PLAN)

PAYMENT SCHEDULE OF THE SAID FLAT/UNIT/CAR PARKING SPACE

- a) 15% of total price being a Token Amount at the time of booking.
b) 10% of total price within 45 days from the date of booking.
c) 10% of total price at the time of the foundation.
d) 10% of total price on casting of 1st Floor Slab.
e) 15% of total price on casting of 2nd Floor Slab.
f) 10% of total price on casting of 3rd Floor Slab.
g) 10% of total price on casting of 4th Floor Slab.
h) 10% of total price at the time of brick works, plaster and other internal works.
i) 10% of total price at the time possession and/or registration of the Deed of Conveyance whichever is earlier.

(Note:- The Purchaser(s) will be bound to pay the additional charges at the time of possession and/or registration of the Deed of Conveyance in respect of the said Flat/Unit/Bungalow under this Agreement for Sale, whichever is earlier)

ALTERNATE SIGNATORY
Supriya Patra
Usashi Realstates Pvt. Ltd.

Attest
Alana Kulkarni

RECEIPT

RECEIVED of and from the within named Purchaser(s) the within mentioned sum of **Rs. 3,11,635/- (Rupees Three Lac Eleven Thousand Six Hundred Thirty Five)** 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.	022128		09.04.2017	19,139	861
2.	022129		17.04.2017	1,55,024	6,976
3.	022140		16.07.2017	1,15,746	13,890
		Total		2,89,909	21,727
				3,11,635	

(Rupees Three Lac Eleven Thousand Six Hundred Thirty Five Only)

WITNESSES:

1.

2.

AUTHORIZED SIGNATORY

Supriya Patra
Usash/Rohitates Pvt. Ltd.

Signature of the Vendor