

Ratan Kumar Bagchi

NOTARY
GOVT. OF INDIA



- ★ **Professional Address :**
Room No. -3, Bar Association
Siliguri Court, Ph. : 0353-24305091
- ★ **Chamber Cum Residence :**
Raja Ram Mohan Roy Road (1st Lane)
Hakimpara (Beside Rajdoot Club)
Siliguri, Dist. Darjeeling, W.B.
- ★ **Residence :**
"BAGCHI BARI"
Himachal Sarani, Haiderpara
Near Brahmakumaries
Siliguri, Dist. Jalpaiguri, W.B.
Cell : 094340-87175, 094342-35044

Serial No. _____

04 APR 2019
Date _____

Notarial Certificate

(Pursuant to section 8 of the Notaries Act. 1952)

TO ALL WHOM THESE PRESENTS shall come I, *Sri Ratan Kumar Bagchi*, duly authorised by the Government of India to practice as a NOTARY do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective Signatories and as also by Mr./Mrs./Miss *Mangisham Kedia*..... Advocate, as to the matters contained therein, presented before me.

Accordingly to that this is to certify, authenticate and attest that the annexed instrument "A" is the:

"Deed of agreement for Sale"

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure to serve and avail as needs or occasions shall or may required for the same.

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of the office at Siliguri on this the _____ day of _____ the year of Christ 2019.



RATAN KUMAR BAGCHI
NOTARY
Govt. of India
Regd. No. 7084
Siliguri, Dist. Darjeeling

The Executant/s is / are identified by me :

04 APR 2019

Advocate



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Z 988884



Shital Real Estate Developers Pvt. Ltd.



AGREEMENT FOR SALE




Ratan Kr. Bagchi
NOTARY
Govt. of India
Regd. No. 7054
Siliguri, Darjeeling

04 APR 2019

AGREEMENT FOR SALE

THIS INDENTURE MADE THIS THE
 _____ Day of _____ 2019



MISS ANURADHA BISWAKARMA (Pan no: CGBPB6536K) D/O. Late Mohan Biswakarma, Christian by religion, Indian by Nationality, Service by Occupation, Resident of Upper Gumba Hatta, Below C.E Hostel, Tripai Road, Kalimpong, District Kalimpong, Pin: 734301, in the State of West Bengal, hereinafter called the "**PURCHASER**" (Which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

"SHITAL REAL ESTATE DEVELOPERS PRIVATE LIMITED" (P. A. No. AAUCS0976J), a Private Limited Company, incorporated under the companies Act 1956, having corporate Identity Number:- 17012WB2014PTC199323, for the year 2013-2014, having its Registered Office at C/O-Hemant Kumar Mittal, 1st Floor-A, Jonaki Arunalo Apartment, M. N. Saha Sarani, Siliguri, P.O & P.S-Pradhan Nagar, Dist. Darjeeling, Pin-734003, represented by one of its Director **SRI HEMANT MITTAL** S/O Sriendra Kumar Mittal, Hindu by Religion, Business by Occupation, Citizen by Indian, residing at M. V. Road, Park Location, Ward No. 13, Kurseong, P.O. & P.S-Kurseong, Dist. Darjeeling, Pin-734203, in the State of West Bengal, hereinafter called the "**VENDOR**" (Which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors-in-office, representatives, administrators and assigns) of the **OTHER PART**.



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Shital Real Estate Developers Pvt. Ltd.

Sri Hemant Mittal
 Director



WHEREAS the Vendor is the absolute owner in possession of all that piece and parcel of land measuring **17.15 (Seventeen Point One Five)** Decimals, appertaining to R. S. Plot No. **26** corresponding to L. R. Plot No. **28**, recorded in R.S. Khatian No. **97**, corresponding to L. R. Khatian No. **333**, situated at Mouza-**UDAYSINGH**, J. L. No. **51**, Pargana- Patharghata, Police Station- Matigara (Now Pradhan Nagar), Addl. Dist-Sub Registry Office Siliguri-II at Bagdogra, District-Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. 1, CD Volume No. 0403-2017, pages from 49589 to 49606, being Document No.040302491, for the Year 2017, registered at Addl. Dist. Sub-Registry Office Siliguri-II at Bagdogra, Dist. Darjeeling, executed by **SRI KANAK LAL DUGAR**, S/O Late Ganesh Mal Dugar of Sevoke Road, Siliguri, P.O & P.S-Siliguri, District-Darjeeling, as fully described in the schedule "A" herein below.

AND WHEREAS thereafter the Vendor recorded the aforesaid land in its name in the record or rights at the Office of B.L. & L.R.O, Matigara & shall ever since one L.R. Khatian, being Khatian No. 822 was framed in the name of vendor, as per provision of W.B.L.R Act 1955.

AND WHEREAS thereafter the Vendor converted the aforesaid land into Group Housing Complex from the present position of the land i.e. Rupni, vide conversion, being Case No.CN/2017/0401/801, vide memo No. 190/1(3), date 19/01/2018.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance & Record or Rights & Conversion Vendor became the sole absolute and exclusive owner of the aforesaid land measuring 17.15(Seventeen Point One Five) Decimals, more particularly described in the schedule- 'A' given hereunder, having permanent heritable and transferable right, title and interest therein.

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AND WHEREAS the said "SHITAL REAL ESTATE DEVELOPERS PRIVATE LIMITED" (Vendor of these presents) being desirous of constructing a (G+3) i.e. Four Storied Residential Apartment on the aforesaid plot of land measuring 17.15 (Seventeen Point One Five) Decimals more particularly described in the schedule- 'A' given hereunder, has started constructing a residential Apartment. The Plan prepared for which was approved by the Patharghata Grampanchayat, being Plan no: 119/MPS, VIDE ORDER NO: 140/ Champ/ MPS/PL, DATED: 08/03/2019, for (G+3) i.e. Four Storied residential Building.

AND WHEREAS the Vendor has formulated a scheme to enable a person/Party intending to have own unit or premises in the said building along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

AND WHEREAS the Vendor is in process of construction of the said building, divided into several independent units/premises along with the common facilities, particularly described in the Schedule-C, given herein under.

AND WHEREAS the Vendor has now firmly and finally decided to sell and offer for sale to the purchaser one Flat Space measuring **840 Sq. Ft (CARPET AREA) + 168 Sq. ft. (Super Build- up area) = Total 1008 sq. ft.** at Ground Floor, Flat no: F (1), Block "A" of a (G+3) i.e. Four Storied Residential Apartment more particularly described in the Schedule-'B' given hereinafter for a Valuable Consideration of Rs.26,00,000/- (Rupees Twenty Six Lakhs) only, free from all encumbrances and charges whatsoever.

AND WHEREAS the Purchaser has learnt the intention of the Vendor to sell the aforesaid Flat fully described in the schedule 'B' below approached the Vendor and offered to Purchase the above referred one Flat Space measuring **840 Sq. Ft (CARPET AREA) + 168 Sq. ft. (Super Build- up area) = Total 1008 sq. ft.**, at Ground Floor, Flat no: F(1), Block "A" of a (G+3) i.e. Four Storied Residential Apartment more particularly described in the Schedule-'B' given hereinafter for a Valuable Consideration of Rs.26,00,000/- (Rupees Twenty Six Lakhs) only.

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AND WHEREAS the Vendor finding the said offer of the purchaser lucrative and profitable, has accepted the same and agreed to sell to the purchaser the said one Flat Space measuring **840 Sq. Ft (CARPET AREA) + 168 Sq. ft. (Super Build- up area) = Total 1008 sq. ft.**, at Ground Floor, Flat no: F (1), Block "A" of a (G+3) i.e. Four Storied Residential Apartment more particularly described in the Schedule-'B' given hereinafter for a Valuable Consideration of Rs.26,00,000/- (Rupees Twenty Six Lakhs) only.

AND

NOW THIS AGREEMENT WITNESSES AS FOLLOWS: -

- a. That the vendor shall construct G+3 storied building over the Schedule-"A" mentioned land in accordance with the approved / sanctioned building plan, Plan No:119/MPS,VIDE ORDER NO: 140/ Champ/ MPS/PL, DATED: 08/03/2019.
- b. That the Vendor shall sell the schedule - "B" mentioned FLAT SPACE to the purchaser from the Schedule "A" mentioned land.



- c. That the purchaser shall pay **Rs.26,00,000/- (Rupees Twenty Six Lakhs)** only for Flat No: **F (1) AT GROUND FLOOR, BLOCK "A"**, measuring in Total **1008 sq. ft.** including (super built up area), as full consideration money/sale price to the vendor for the schedule - "B" mentioned flat space, and proportionate undivided share in the schedule-"A" land for the proportionate share in the stair case and super build up area.
- d. That the sale transaction including Registration and Delivery or Handover of the physical possession of the schedule-"B" mentioned Flat shall be completed within JULY'2021 from the date of execution of this agreement, and the same may be extended due to some unavoidable circumstances.

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- e. That the vendor shall sign and execute the sale deed and present the same before the Registration Authority for registration as soon as the payment mentioned in SCHEDULE - C of this agreement will be made to the vendor.
- f. That the purchaser hereby covenant with the Vendor that he/she shall have no claim upon the Vendor as to the construction quality of the materials used or standard of workmanship in the construction thereof including the foundation of the building and/ or development, installation, erection, and construction of the common lighting, security guard, sanitation, etc.
- g. It is agreed by the purchaser that he/she shall have no right, title, interest, claim, demand whatsoever or howsoever in respect of the other part or portion of the said land or premises or building(s) excepting the common passage, parts, staircase, leading upto the Flat mentioned and described in Schedule "B" hereunder written and also the purchaser agrees that the Vendor shall have liberty and right and entitlement to deal with or transfer or dispose of in respect of the other parts of the said land or premises and building including the roof, terrace, parking area and exterior portion of the said flats.
- h. That the purchaser shall not be entitled to get the possession of the schedule - "B" mentioned flat from the vendor, till the full & final payment as specified in SCHEDULE - C of the this agreement are cleared. The vendor undertake to deliver the physical possession of the Schedule-"B" flat to the purchaser as soon as the final payment will be made to the Vendor by the purchaser as mentioned in "SCHEULE - C" hereunder.
- i. The Vendor shall handover the Possession of the said flat only after receiving full & final payment & also after completion of the Registration of the said flat. The Vendor shall intimate the purchaser for taking the Possession of the said flat after its completion, and then the Purchaser shall be liable to make payments of the Maintenance charges from the day onwards.



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- j. The purchaser has seen the specifications, drawings and building plans displayed in the office of the vendor showing the proposed buildings on the project land and the same may be changed at the instance of the sanctioning authorities or the vendor during the course of construction or otherwise.
- k. That if any extra/additional works are done by the vendor in the schedule-"B" flat at the request of the purchaser then the vendor shall be entitled to get remuneration and costs for such additional works, as may be fixed by the vendor with the purchaser.
- l. That the purchaser hereby agrees and undertake to take all necessary steps for obtaining separate Electricity connection from W.B.S.E.D.C.L. for the Schedule-"B" mentioned flat and all expense for such connection shall be borne by the purchaser.
- m. That if the vendor fails to complete the construction works of the schedule-"B" flat within the time as specified herein above, then the vendor shall be liable to pay interest @ 1% per month, to the purchaser on the amount already paid by the purchaser to the vendor till the schedule-"B" flat is delivered.
- n. That if the purchaser fails to pay the sale price/consideration money for the schedule-"B" flat to the vendor violating the terms of payment mentioned in SCHEDULE "C" of this agreement, then the purchaser shall be liable to pay interest @ 1.5% per month to the vendor on the amount defaulted to pay. If the purchaser fails to pay the default amount with interest @1.5% per month, within three months of such default then the vendor shall have every right to cancel this agreement keeping 10% (Ten Percentage) of the total amount as compensation out of the total amount as may be paid by the purchaser.
- o. That the purchaser hereby covenants to keep the schedule "B" mentioned flat and the partition walls, sewer drains, all types of pipes, fitting and appurtenances thereto belonging in good working condition and tenable repair and condition and in particular, so as to support shelter and protect the other parts of the said building and also the rights, interest and privileges of the occupants of the other portions of the said building.



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- p. That the purchaser shall not throw or accumulate any dirt, rubbish, garbage or permit the same to be thrown or allow the same to be accumulated in his schedule-"B" mentioned flat or any portion of the said building or in the vicinity thereof.
- q. That all letters, receipts or notice will be sent by the vendor to the address of the purchaser as written herein above under registered post with A/D and in that event said letter, receipts and notice will be deemed to be duly served upon the purchaser.
- r. That the vendor agree that if the minimum number of the persons required to form a Co-operative Society of the said building "MARUTI SQUARE", the vendor shall within two months from the date of Intimation of the Possession of the flat shall submit an application for registration of such society, and all purchaser shall join for its formation.
- s. That all disputes and differences between the parties arising out of this agreement and/or in relation thereto shall/will be within the exclusive jurisdiction of Siliguri court only.

That the purchaser shall have every right to use the common facilities with the vendor & other co-owners of the said building.

That the Purchaser shall bear all liabilities related to taxes, such as Service Tax, GOODS AND SERVICE TAX (GST), Vat, or any other taxes levied by the government or any other departments from time to time for the purchase of the said scheduled Flat.

- v. That the Purchaser shall take the registration of the said sold flat through the advocate arranged by the vendor.
- w. That if any agreement is cancelled the taxable amount is not refundable.
- x. That the Purchaser has to apply for mutation for proportionate shares of land immediately through the vendor after registration.

Note: Extra works at the cost of the Purchaser on prior payment.

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SCHEDULE-'A'

(Description of Land on which the (G+3) i.e. Four Storied residential building stands)

All that piece or parcel of vacant land measuring **17.15 (Seventeen Point One Five) Decimals**, appertaining to R. S. Plot No. **26** corresponding to L. R. Plot No. **28**, recorded in R.S. Khatian No. **97** corresponding to L. R. Khatian No. **822**, situated at Mouza-**UDAYSINGH**, J. L. No. **51**, Pargana-Patharghata, Police Station-Matigara (Now Pradhan Nagar), Addl. Dist-Sub Registry Office Siliguri-II at Bagdogra, District-Darjeeling.

The said land on which the Four Storied building stands is butted & bounded as follows:-

- | | | |
|--------------|---|--|
| By the North | : | Land of Anand Kumar Prasad & Nibha Prasad. |
| By the South | : | Land of Anand Kumar Prasad & Nibha Prasad. |
| By the East | : | 20 Ft. wide Non Metal Road. |
| By the West | : | Mahbart High School. |



SCHEDULE-'B'

(Flat hereby agreed for Sell)

ONE Residential Flat, measuring **840 Sq. Ft (CARPET AREA) + 168 Sq. ft. (Super Build-up area) = Total 1008 sq. ft. at Ground Floor**, Flat no: **F (1)**, Block "**A**" of a (G+3) i.e. Four Storied Residential Building, name "**MARUTI SQUARE**" including the common proportionate area and together with proportionate undivided share in the Schedule-"A" land including the right of common usage with the Vendor and/or other similar Purchaser of corridor, staircase, passage, ways, shafts, and other facilities for common use with other concerned including roof, terrace and common space and common appurtenance.

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(COMMON PROVISIONS AND UTILITIES)

1. Staircase and staircase landing on all floors.
2. Common entry of the building.
3. Water pump, water tank, water pipes and common plumbing installation.
4. Drainage and Sewerage.
5. Boundary Wall and Main Gate.
6. Such other common parts, area and equipments installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time and excluding roof, terrace and common space and common appurtenance but including right of common usage with the Vendor and/or other similar Purchaser of corridor, staircase, Passage, ways, shafts and other facilities for common use with other concerned.

Shital Real Estate Developers Pvt. Ltd.

 Director

(Common Expenses)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, equipments and installation, comprised in the common portions including electrical transformer including the cost of replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.

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4. Cost of insurance premium for insuring the building and/or the common portions.
5. Panchayat tax and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser).
6. Costs of formation and operation of the service organizations including the office expenses incurred for maintaining the office thereof.
7. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
8. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.

All other expenses and/or outgoing as are incurred by the Vendor and/or the services organization for the common purposes.

SCHEDULE 'C'

PAYMENT TERMS:

- **Booking money** : Rs.1, 00,000/= (One lakh) only to be adjusted with further payments.
- **1st Installment** : 20% within 15 days from the date of booking out of the total consideration money with adjustment of the booking amount.

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- 2nd Installment : 20% after completion of roof casting of sold flat no: F (1).
- 3rd Installment : 20% after completion brick wall of sold flat.
- 4th Installment : 20% after completion of flooring / tiles filling of sold flat.
- 5th Installment : 20% Balance on or before the day of registration of the sold flat.

IN WITNESS WHERE OF THE VENDORS & PURCHASER does hereunto set his hand on the day, Month and Year first above written.

WITNESSES:-

Shital Real Estate Developers Pvt. Ltd.

Shital
Director

VENDORS

PURCHASER



Ratan Kr. Bagchi
NOTARY
GOVT. of India
Regd. No.-7084
Siliguri, Darjeeling

Drafted & Printed in my office
As per instruction of the party

Manoj Kumar Kedia
(Manoj Kumar Kedia)
Advocate, Siliguri
Regn No. WB/94/1997

04 APR 2019