



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

26AB 540

**==:AGREEMENT FOR SALE:==**

This Agreement for Sale is made on this 10<sup>th</sup> day of December, 2019.

**BY & BETWEEN:-**

M/S – TREENAYANI DEVELOPER a Proprietorship firm having registered office at 39/1/1/A Thakurbati Street, P.O –Serampore , P.S - Serampore, Dist – Hooghly, Pin – 712201 represented by its sole prop. SRI SIDDHARTHA MUKHERJEE (PAN NO AECPM6884N) S/O- late Biswanath Mukherjee by faith Hindu Indian Citizen by profession Business residing at 39/1/1/A Thakurbati Street, P.O –Serampore , P.S - Serampore, Dist – Hooghly, Pin – 712201( W.B) hereinafter called and referred to as the OWNER (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its and each of its heirs, executors, administrators, representative / or assigns) of the FIRST PART.

AND

M/S – TREENAYANI DEVELOPER a Proprietorship firm having registered office at 39/1/1/A Thakurbati Street, P.O –Serampore , P.S - Serampore, Dist – Hooghly, Pin – 712201 represented by its sole prop. SRI SIDDHARTHA MUKHERJEE (PAN NO AECPM6884N) S/O- late Biswanath Mukherjee by faith Hindu Indian Citizen by profession Business residing at 39/1/1/A Thakurbati Street, P.O –Serampore , P.S - Serampore, Dist – Hooghly, Pin – 712201( W.B) hereinafter called and referred to as the DEVELOPER(which expression shall unless excluded by or repugnant to the subject or context be deemed to include its and each of its heirs, executors, administrators, representative / or assigns) of the SECOND PART.

AND

SRI NABA KUMAR DEY (PAN NO.-ALLPD 7949 M) S/O- Late Prasad Chandra Dey, by faith Hindu, Indian Citizen by profession-Service, residing at 57 K.M.Sha Street, P.O. & P.S – Serampore , Dist – Hooghly, Pin – 712201 ( W.B) hereinafter called PURCHASER (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his and each of his heirs, executors, administrators, successors-in-office and assigns) of the THIRD PART.

**WHEREAS ALL THAT** piece and parcel of Bastu land measuring 05 Cottah 10 Chittak 03 Sq.ft with R.T.shed measuring about 300 sq. ft lying and situated at Mouza – Serampore, J.L. No.- 13, comprised in R.S. Dag No. 3439 under R.S. Khatian No. 1593 corresponding to L.R. Dag No. 4362 under L.R. Khatian Nos.

7131, 8804 & 8879 being Municipality Holding No. 46/A, P.G.Bhaduri Sarani with in the ambit of Serampore Municipality under P.S. & A.D.S.R. Office Serampore, Dist Hooghly morefully described in the "A" Schedule below was originally owned and possessed by five brother namely Pratima Dutta , Dhanapati Dutta & Pashupati Dutta.

**AND WHEREAS** the said Pratima Dutta , Dhanapati Dutta & Pashupati Dutta while were in actual khas posesion of the A schedule mentioned property sold, transferred conveyed the same in favour of Sri Nagarmal Agarwal son of Late Matadin Agarwal by virtue of a registered Deed vide Book No.-I, Volume No.-126, pages 129 to 133 Being No.6483 for the year 1967 which was duly registered at A.D.S.R. Serampore, Dist- Hooghly.

**AND WHEREAS** said Sri Nagarmal Agarwal became the actual owner of the schedule mentioned property and having right, title and interest on the same.

**AND WHEREAS** while were said Sri Nagarmal Agarwal actual possession of the "A" schedule mentioned property sold, transferred conveyed the same in favour of **M/S TREENAYANI DEVELOPER** by strength of registered Deed Of Sale was duly registered before DSR-II, Hooghly , recorded in Book No 1, Vo;l No 0602- 2018, written on the pages from 26158 to 26182 being No. 1176 for the year 2018 .

**AND WHEREAS** said **M/S TREENAYANI DEVELOPER** became the actual owner of the schedule mentioned property and recorded its name in the record of Serampore Municipality and also recorded its name in the record of B.L&L.R.O, Serampore- Uttarpara Block and having right, title and interest on the same.

**AND WHEREAS** the Owner /Developer for the purpose of Construction (G+4) storied building has taken sanctioned building plan from the local Serampore Municipality being vide sanctioned No.-975 of 2018-19, B.O.C. dated 28.02.2019 and sign dated 16.04.2019 and as per sanctioned plan the Owner/Developer has already started construction on the "A" schedule property.

**AND WHEREAS** the Developer in exercise of his rights under the said Agreement have offered to sell one Flat on the First Floor, to the Purchaser in said new building.

**AND WHEREAS** the Party hereto of the Third Part having satisfied with the Title deed and other documents have agreed to purchase B Schedule property a complete residential Flat and the particulars of the said residential flat is given as under:-

**A. The said FLAT will be located on the First Floor.**

**B. Super Built Up Area 610 Sft.(More or Less) including super built up area 25%.**

**C. Floor- Verified Tiles.**

**D- Wall- Cemented plaster with Paris.**

**E. FLAT No- 102.**

**F. The Total Consideration money of Rs. 16,70,000/- (Rupees Sixteen Lakhs Seventy Thousands)**

**AND WHEREAS** the parties hereto of the First and Third Part have unanimously agree that after completion of entire construction if it is found that area of the space is varied to Less or Excess the same may be adjusted as per fixed rate (Per Sft) accordingly.

**: TERMS AND CONDITIONS :**

1.That the First Party and Confirming Party herein declare, that the First Party is the absolute owner of the property in Schedule "A" which is not subject matter of any litigation, mortgage, lien, acquisition and the First Party have good salable and marketable title to the property.

2.That the First Party and Confirming Party shall answer all the question to the Purchaser if any dispute is found by the Purchaser, regarding the title to the property.

3.That the First Party and Confirming Party shall supply to the Purchaser the Xerox copy of Deed, Settlement Record, Municipal tax receipts and copy of sanction plan at the time of execution of this agreement for investigation of marketable title to the "A" Schedule property.

4. That the Purchaser shall pay Rs. 16,70,000/- (Rupees Sixteen Lakh Seventy Thousand) only for the "B" Schedule flat to the Confirming Party in following manner :

- a) Rs. 5,00,000/- (Rupees Five Lakh) only has paid as booking .
- b) 20% of the total price at the time of executing this Agreement (including advance money)
- c) 25% of the balance amount after completion of foundation up to plinth level.
- d) 20% of the balance amount after completion of roof casting of first floor.
- e) 20% of the balance amount after completion of brick work and inside plaster of the said flat.
- f) 10% at the time of the completion of the Marble flooring of the said flat. Balance 5% of the balance amount after finishing , possession and registration.

5. That the price shall be made by the Purchaser calculated on super built up area and super built up area shall be calculated @ 25% on covered area.

6. That if the Purchaser likes to do any extra work ,shall have to pay extra charges to the Confirming Party and for said extra work , the Purchaser shall have to make request in writing to the Confirming Party , before starting of brickwork and after completion of brickwork no request of extra work will be entertained.

7. That for extra work Purchaser shall have to pay the entire charges in advance to the First Party and Confirming Party who will estimate the cost of said work , if the amount is not paid in advance , Purchaser will not get the benefit of extra work.

8. That all the cost and expenses for provision and erection of transformer (if necessary) shall be charged as extra and the said amount shall be borne by the flat Owners in equal proportion .

9. That if in any case , C.E.S.C. suggests for installation of transformer , in that case , the said transformer will be treated as common to all the flat owners.

10. That in failure to pay the consideration money in terms of this Agreement, the Purchaser shall have to pay 5% as damages per month for delayed payment.

11. That if the Purchaser fails to comply with the aforesaid mode of payment, he will be served with a notice of demanding the payment of the defaulted amount with 15% interest within 15(fifteen) days from the date of demand, failing which this agreement will be treated as cancelled and/or terminated and the Purchaser shall get refund of the amount deposited by him, after deducting 25% of the total payment made by the Purchaser within 1(one) month from getting new booking of such flat from third party without interest, but if any payment for extra work is made, that amount shall not be refunded and the Purchaser shall not be entitled to claim the same.

12. That for providing electric meter, the Purchaser shall have to pay separate cost for installation of meter which will be provided in common meter space of the proposed "A" Schedule building.

13. That the Confirming Party shall make all arrangements of water supply in "B" Schedule flat from overhead tank, installing motor pump and the Purchaser shall enjoy the water facility commonly with other co-owners, subject to payment of proportionate maintenance charges.

14. That the Purchaser shall pay:

i) Any sort of tax including GST, which will be claimed by the Govt. in respect to "B" Schedule flat.

ii) The stamp duty, registration fees and all other Incidental fees for completion of registration of "B" Schedule flat together with proportionate share of land underneath of the building.

iii) Cost and charges of the Advocate.

iv) The incidental fees for execution of agreement and for supplying documents related to the property as well as to the project.

15. That the possession of "B" Schedule flat shall be given to the Purchaser within 18 (eighteen) months from the date of execution of this agreement subject to realization of all payment in respect to the "B" Schedule flat.

16. That the Purchaser within 2 (two) months from the date possession shall pay all charges and cost for registration as to be estimated to the Confirming Party for of sale, if the Purchaser fails to pay & complete the registration and if any building tax is imposed by the Govt., the Purchaser shall be liable to pay both for First Party and Confirming Party and Purchaser is at liberty to complete the registration of Deed before the said period of 2 (two) months.

17. That the Purchaser after taking possession shall pay proportionate municipal taxes to the Confirming Party or if imposed, shall be paid by the Purchaser directly to the Municipality, for non-payment of tax, Purchaser's "B" Schedule flat will be liable to the Municipality.

18. That the Purchaser since the date of possession, shall pay maintenance charges on the super built up area to the Confirming Party, so long the Confirming Party is not handing over the charges to the Association of flat owners of "A" Schedule building.

19. That so long completion of sale is being not made, the Purchaser shall not be entitled to encumbrance the "B" Schedule flat without the written consent of the Confirming Party and also shall not be entitled to deliver possession to the Third party, either by letting out or by any means, in violation will be liable to pay damages.

20. That if any dispute arose between the First Party, Confirming Party and the Purchaser, shall mutually settle the same, in failure, may refer to the arbitration and each party can appoint one arbitrator and failure to settle, can take shelter before the court of law.

21. That both parties shall co-operate one another in all matters.

22. That all correspondence in the address given made by registered post with A.D. shall be considered as served.

23. That all definition of land, building plan etc. shall be applicable as defined In West Bengal Apartment Ownership Act, 1972(up to amendment).
24. That the purchaser shall use the "B" Schedule flat exclusively for the residential purpose and shall not change the purpose of user.
25. That the purchaser shall be bound to join with the Flat Owners" Association for maintaining of the "A" Schedule building and shall be abide by the rules & regulation to be framed by the Association.
26. That the purchaser shall not cause any damages of any common portion as mentioned in the Schedule below and shall not keep any things, goods, articles in common portion and also shall not cause any obstruction in peaceful enjoyment of common area of other co-owners.
27. That the purchaser herein shall not create any obstruction and disturbances in peaceful use of common area , common passage , common enjoyment etc. to be provided for the benefit of all owners of the building.
28. That the purchaser at his own cost shall maintain inside of his purchased "B" Schedule flat. All exterior portion shall be maintained by paying proportionate cost and charges.
29. That for enjoyment of common water through overhead tank proportionate charge is to be paid , in failure to pay the same ,the Confirming party or the Association shall have liberty to stop supply of water giving 7 days prior notice in writing AND the purchaser shall not be entitled to sue for the same and will not be able to claim water facilities for non -payment of charges.
30. That the purchaser shall be bound to join with the Flat Owners " Association and shall abide by the rules and regulations to be framed.
31. That the Purchaser shall not be entitled to raise any objection for completion of building and also shall be bound to allow the workmen in "B" Schedule Flat, if required for maintaining of water, sewerage connection, etc. of the "A" Schedule building.



That the Purchaser shall not be entitled to claim any right, title, interest beyond the proposed purchased "B" Schedule flat and shall not be entitled to claim any right on other portion of the building. The Purchaser shall be entitled to use the common area, path, passage for enjoyment of purchased "B" Schedule flat without causing any disturbances to the other co-owners.

33. That the name of the multi-storied building shall remain unchanged forever.

34. That the common portions of the building are mentioned in the "C" Schedule, the specification of the "B" Schedule flat is mentioned in the "D" Schedule and the common expenses are mentioned in the "E" Schedule below.

35. That the both parties are entitled to sue for Specific Performance of Contract against one another.

36. That after completion of sale of all flats, shops, garages etc. the Confirming Party is at liberty to handover all deeds, documents, plan etc. to the Association.

37. That the purchaser of flat shall be entitled to enjoy the roof commonly with other flat owners, but no individual roof will be provided to the Purchaser.

38. That the Purchaser after registration of the "B" schedule flat shall be entitled to make application for mutation of his name to the local Municipality.

**: SCHEDULE (A) ABOVE REFEREED TO (TOTAL PROPERTY):**

**ALL THAT** piece and parcel of Bastu land 05 Cottah 10 Chittak 03 Sq.ft with R.T.shed measuring about 300 sq. ft lying and situated at Mouza – Serampore, J.L. No.- 13, comprised in R.S. Dag No. 3439 under R.S. Khatian No. 1593 corresponding to L.R. Dag No. 4362 under L.R. Khatian Nos. 7131, 8804 & 8879 being Municipality Holding No. 46/A, P.G.Bhaduri Sarani with in the ambit of  
Office Serampore Dist Hooghly

**Total Property Butted & Bounded By:-**

**On The North :-**P.G.Bhaduri Sarani.

**On The South :-**Property of Sri Shyam Behari Agarwala.

**On The East :-**Municipal Passage.

**On The West :-** Property Of Sakuntala Agarwala.

**: SCHEDULE B ABOVE REFEREED TO:( FLAT AREA):-**

All THAT Piece and parcel of one completely FLAT being No-102, measuring more or less 610 sft super built up area on the First Floor, of the GYAEETREE Apartment lying at holding No. 46/A, P.G,Bhaduri Sarani under Serampore Municipality along with undivided proportionate share of underneath land of A Schedule property together with proportionate share of common service area.

**The Flat Butted & Bounded By:-**

**On The North :**Open to Sky..

**On The South :-** Flat No.-103.

**On The East :-**Open to Sky.

**On The West :-**Flat No.-101 & Lift & Stair Case.

**"C" SCHEDULE COMMON MAINTENANCE**

1.The cost of maintaining, replacing, white-washing painting, rebuilding, decorating the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace, landing, stair case of the building structures, main water pipes motor pumps, tube-well, and electrical wire, sewerage, drains, transformer and all other common parts of the fixtures fittings and equipments in under or upon the building enjoyed or used in common by the occupier thereof.

2. The cost of cleaning and lighting the main entrance, passage, landings, staircase, main walls and other parts of the building as enjoyed or used in common by the occupiers hereof.
3. The salaries of caretaker, chowkidars, plumber's sweepers etc, if employed.
4. The cost of working repairs, replacement and maintenance of lights, works including all other service charges for services rendered in common to all other occupiers.
5. Municipal and other Taxes.
6. All electricity charges payable in common for the said building.
7. Such other expenses, including printing and stationary as also all litigations expenses incurred in respect of any dispute with the Municipality or any other authority/Government/Insurance company in relating to the same as deemed by the committee will be entrusted with the management and up keep the said building.

" D" SCHEDULE (COMMON PORTION)

- A. Common paths, passages and main entrance to the premises and the building becoming boundary and main Gates.
- C. Drainage and Sewerage and all pipes and other installations for the same except only those as are installed within the exclusive area of any unit and/or exclusively for its use. Common Durwans living area (if any)
- .D. Low tension and/or high tension electrical installation and its room (if any) all electrical wirings and other fittings excluding only those are installed with the exclusive area of any unit and/or exclusively for its use.).
- E. Stair case landings and /or midland on all floors of the building.
- H. Water pumps, water pump rooms, water reservoir (save only those which are exclusively within and for use of any unit) in and /or to in respect of the building.

I. Such other common parts, areas, equipments, installations units in common but the co-owners including the roof and/or terrace and parapet walls of the building

**"E" SCHEDULE**

The common service as stated above shall be declared before the competent authority under West Bengal ownership Apartment Act, 1972 as amended up to date. AND after purchase the Purchasers of the all flat shall comply with the provisions of W.B.O.A. Act, 1972 as amended up to date in form 'C' Apartment Ownership Association Act.

**"F" SCHEDULE (USER OF THE FLAT COMMON PORTION)**

A. To keep the flat and every part thereof and all fixtures and fittings therein exclusively for the unit properly shall keep neat and clean condition.

B. To use the common portion and area quietly and peaceably only for the purpose of residence.

**"G" SCHEDULE (THE PURCHASERS SHALL NOT DO)**

a) To obstruct the Association after formation for maintaining any acts relating to common purpose.

b) To violate any terms and conditions and rules and regulation for maintenance of the building.

c) To injure, or harm or causing any damages any common portion or other unit of the building by making any alteration or withdrawing any support or otherwise.

d) To carry and store obnoxious injurious, dangerous inflammable articles or things and also shall not use the unit for any illegal and immoral purpose.

e) To do or permit anything to be done causing nuisance and annoyance to the occupants of the other units of the said building or adjoining building

f) To put and affix any signboard Hoarding name plate or other things in the common portion but shall not prevent displaying a decent nameplate hoarding in the out side of the main door of the flat.

- g) To keep or store any offensive, combustible, obnoxious, nacreous or dangerous articles in the flats.
- h) To affix or draw any wires cables, pipes from and to or through any common portion of the outside wall of the building or other flats.
- i) To keep any heavy articles or things which likely to damage the floor or operation any machine or machineries other than home appliance
- j) To plant by storing earth on the roof and also shall not give any extra load either by erecting any wall inside the unit or by any means.
- k) To fix any mobile phone tower on the roof of the 'A' schedule property.

#### "H" Payment Mode

1. Rs. 5,00,000 ( Ten Lakhs) at the time of signing Agreement.
2. Balance 30% at the time of R.C.C.work.
3. Balance 30% at the time of brick work started.
4. Balance 20% at the time of roof casting .
5. 20% at the time of before Registration or Possession.

#### MISCELLANEOUS:

That as between the party hereto of the First Part and/or the Association and the PURCHASER or the party hereto of the other part shall indemnify and keep each other save, harmless, claims, demands, costs, proceedings and actions, arising due to an any non-payment or other default in observance of the terms and condition hereof as contained in this schedule.

#### PROVISION

That any time hereafter and upon payment of all the dues of the party hereto of the First Part and/or the Association hereunder and upon the due observance the performance of the terms and conditions as are on the part of the Purchaser to be paid observed and performed the Purchaser shall/will be entitled to transfer the said Unit by way of nomination sale, lease, mortgage, charge let out or part with

the possessions of the Unit and the said undivided share in the land comprised in the portion and the common portion.

**PROVIDED HOWEVER AS FOLLOWS:**

A. That the party hereto of the First Part shall/will not be a party to any such nomination, transfer, lease, mortgage, charge and/or letting out as aforesaid.

B. That any such nomination transfer, lease, mortgage, charge and/or letting out shall be subject to the terms and conditions contained in this agreement as are on the part of the Purchaser to be paid observed and performed.

C. That the Purchaser shall/will pay the entire amount to be so increased by the Municipal Tax rates and taxes as may be the occasion due to the aforesaid.

D. That the Purchaser shall not for any reason whatsoever obstruct the party hereto of the Second part in completion or of construction of any part of the building not withstanding any temporary inconvenience to the Purchaser in enjoyment of the Unit and the common portions.

E. That the Purchaser shall/will have taken and be deemed to have taken delivery of the Unit of the date of delivery and as from such date of delivery, the Purchaser shall/will become liable to pay proportionate share of the common expenses in respective of when the Purchaser take actual delivery of the Unit.

**-: POSSESSION :-**

Possession of Flat shall be given on completion of the said portion at a time and said Possession of Flat shall be given within 18 months.

**BUILDING SPECIFICATIONS, FITTINGS & FIXTURE**

All construction work right from design and execution of structural work, sanitary , plumbing , electrical installation , fire fighting arrangement etc, including the material used for the aforesaid work must executed / done as per provision stated under

A. Super Structure: Brick wall, Main Door/Doors flush type door confirming with good quality Sal wood frame of appropriate size.

B. All doors to be painted with high-gloss synthetic enamel paint as suitable company lock will be provided in main doors and other doors respectively including decorative type handle.

C. Aluminium Anodize: Sliding windows with glass sheet & M.S Grill will be provided.

Flooring: Verified Tiles

D.Toilets: Ceramics tiles upto 5 feet 6 inch Feet height, Dado upto the height of lintel and wash basin, commode and other sanitary ware of market made, white shade. All stopcock bib cock, all taps, concealed pipe lines of hot and cold water will be made from medium pipe.

E.Kitchen: Gas oven slab & other table tops will be done by Black stone, stainless steel sink and glazed tiles upto the height of 2 Feet over Gas Oven.

F.Staircase & Lobby: Authentically designed with natural stones.

Internal finish work: Plaster of paris on wall and ceiling with primer.

G.External Finish: Acrylic paint or equivalent.

H.Water Supply: Uninterrupted Municipality supply, Deep Tube well if permitted by appropriate authority will be provided.

I.Electrical Works: Fire proof Copper wire with appropriate core in concealed conduit, switch and power plug.

J.Dining: white wash basin will be provided in dining room.

K. All electric line will be concealed of Copper made. 2 light points, one fan point & one plug point will be provided in each bedroom. 2 light point, one fan point & two plug point will be provided in dining cum drawings room. In each toilet & kitchen, one light point & one exhaust point will be provided. One calling bell point & one light point will also be provided outside the main door.

N.B. External work will be done by contractor as per specification.

IN WITNESSES WFEREOF the parties put each of their hands and seal on the day month and year first above written.

Witnesses :-

TREENAYANI DEVELOPER

Proprietor

SIGNATURE OF THE OWNER

TREENAYANI DEVELOPER

Proprietor

SIGNATURE OF THE DEVELOPER WITH SEAL

*Naba Keemar Dey*  
SIGNATURE OF THE PURCHASER

**MEMO OF CONSIDERATION**

RECEIVING Rs. 5, 00, 000/- (Rs. Five Lakhs) by a/c Payee cheque of \_\_\_\_\_ Bank, \_\_\_\_\_ branch being Cheque No.- \_\_\_\_\_ as an advance amount from the total consideration amount.

Signed sealed and delivered in presence of

Witnesses:-

1.

Of

2.

Of

TREENAYANI DEVELOPER

Proprietor

Signature of the Developer with Seal

Drafted by :-

Advocate Serampore Court

Typed By:-

Serampore, Hooghly.