

AGREEMENT FOR SALE

THIS AGREEMENT is made on day of Two Thousand _____

BETWEEN

SRI TAPAS BISWAS (PAN-ACWPB7304E) son of Late Subodh Chandra Biswas, by faith Hindu, by occupation Service, residing at 33/71, Nabin Chandra Das Road, P.O. Noapara, P.S-Baranagar, Kolkata—700090, hereinafter referred to as the “**OWNER/VENDER**” (which term or expression shall unless excluded by or repugnant to the context to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) the owner is represented by his constituted attorney **ASHIM KUMAR DEY (PAN-AECPD6632B)** son of late Anil Chandra Dey by faith – Hindu, by occupation Business, residing at 9, Mata Manmohini Nagar, P.S.-Baranagar, Kolkata 700108 vide deed no. 150601797 for the year 2017 registered at Additional District Registrar, cossipore, Dum Dum, 24 Pgs(N) of the **FIRST PART**.

CHARIOT REALTY & INFRA LLP(PAN-AAIFC7760P) a partnership firm having its office at 9, Mata Manmohini Nagar, P.S.-Baranagar, Kolkata 700108, represented by its partner **ASHIM KUMAR DEY** son of late Anil Chandra Dey by faith-Hindu, by occupation Business, residing at 9, Mata Manmohini Nagar, P.S.-Baranagar, Kolkata 700108, here in after referred to as the “**DEVELOPER**”(which terms or expression shall unless excluded by repugnant to the context be deemed to mean and include its successors-in office and assigns) of the **SECOND PART**.

AND

(1)_____son of _____, by Occupation-_____residing at _____, herein after called the “**PURCHASER**” (expression shall unless excluded by or repugnant to the context be deemed to mean or include his heirs, successors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS the owner herein seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 2 cottahs 8 chittacksat Mouza- Noapara, P.S. Baranagar under Baranagar Municipality, Holding No. 180, at 33/71, Nabin Chandra Das Road, Kolkata—700090, under additional district sub registry office at cossipore Dum Dum, in the district – 24 parganas(North) More fully and particularly described in the schedule hereunder written and herein after called the said **PROPERTY**.

WHEREAS one Late Subodh Chandra Biswas a registered deed of conveyance registered at the sub-registry office at cossipore, Dum Dum recorded in book no. I, volume no.23, page no. 134 to 137, being no. 914 for the Year 1964 purchased a Bastu plat measuring 2 Cottahs 8 Chittacks of land with very old two storied brick build structure at Mouza- Noapara, P.S. Baranagar, Touzi no. 173, Khatian no. 113, Dag no. 122 & 124 and plot no. 33/71 from Suburban Estates Privet Limited.

AND WHEREAS said Subodh Chandra Biswas by a registered deed of gift dated 23.04.2008 registered at the office of the A.D.S.R. Cossipore Dum Dum in book no. I, volume no.87, page no. 323 to 330, being no. 3408 for the Year 2008 made gift and transferred of the said 2 Cottahs 8 Chittacks of land at 33/71, Nabin Chandra Das Road, Kolkata—700090 in favour of **MR.TAPAS BISWAS**.

AND WHEREAS the developer entered into aregistered development agreement registered at A.D.S.R. Cossipore Dum Dum Being no. I-1774 with the owner dated 14.03.2017 to construct building consisting of several flats and parking/shops spaces and accordance with the plan to be sanctioned by the Baranagar Municipality on the terms and conditions and considerations mentioned therein.

AND WHEREAS the developer is also authorised to enter into an agreement for sale with the intending purchaser and receive advance and balance consideration money from them.

AND WHEREAS the developer is constructing the building on the said property consisting of several flats/parking spaces/ shop spaces according to the sanctioned plan.

AND WHEREAS the owner/Vendor and developer agree to sell and the purchaser agrees to purchase one flat being flat no. _____ on the _____ floor, measuring with proportionate and

built up area _____ sq. ft. more or less, at 33/71, Nabin Chandra Das Road, Kolkata—700090, more fully particularly described in the second schedule hereunder written and together with proportionate share and interest on the land described in the first schedule at or for the consideration of Rs. _____ (Rupees _____ only) GST extra fixed.

NOW THIS AGREEMENT WITNESSETH and it is mutually agreed as follows: -

- 1) The owner/vendor and developer agree to sell and the purchaser agrees to purchase one flat no. _____ on the _____ floor, measuring with proportionate and built up area _____sq. ft. at 33/71, Nabin Chandra Road, Kolkata—700090, more fully particularly described in the second schedule hereunder written and together with proportionate share and interest on the land described in the first schedule at or for the consideration of Rs. _____ (Rupees _____) only GST extra fixed.
- 2) The purchaser has already paid before the execution of this agreement a sum Rs. _____ (Rupees _____) the receipt of which the developer will be admits and acknowledges. The purchaser shall pay the 1st instalment of Rs _____ (Rupees _____ only) within 10th April'2018. 2nd instalment of Rs. _____ (Rupees _____ only) within 10th September'2018 and balance amount will be paid before possession of the said flat. Time is the essence of this agreement/contract.
- 3) The developer shall complete the construction of the said flat and shall make it tenantable and habitable in all respect within twelve months.
- 4) The owner/vendor and developer and the developer shall provide a clear and marketable title in respect of the said flat.
- 5) The owner/vendor and developer and the developer shall execute the registered deed of conveyance in favour of the purchaser whenever called upon to do with the purchaser.
- 6) The purchaser shall not do or cause to be done anything whereby the construction of the said building or any part thereof is in any way hindered or impeded with and if for any neglected or default on the part of the purchaser or become any act or commission on the part of the purchaser or become any act or commission on the part of the purchaser. The developer and/or owner are restrained from construction of the said building then in that event prejudice to such other rights which the developer and the owner/vendor shall be entitled to liquidate damage being the predetermined damages or loss may be suffered or incurred by the developer and/or the owner/vendor.
- 7) The purchaser shall not cause any objection or interruption to the construction and/or completion of the construction of the said building or interruption to the construction and/or completion of the construction of the said building or and any part of the said premises and shall not claim any part of the said premises and shall not claim any right whatsoever or howsoever on the neighbouring or adjacent unities/constructed portions and hereby further agrees and that the said unit shall be completely by through the developer and by nobody else.

- 8) After six months of taking possession of the said unit is taken over by the purchaser the purchaser shall not be entitled to raise any dispute against or claim any money from the developer or the owner on account of any constructional defect in the said unit or in the building.
- 9) All deeds and documents will be prepared only by the advocate appointed by the developer. And all necessary fees, registration charges and official expenses for the said deed of conveyance shall be paid by the purchaser.

10) MANAGEMENT AND MAINTENANCE AND COMMON ENJOYMENT

From the date of possession of the purchaser covenants.

- a) To observe and perform the rules and regulations restricted from time to time in force for the use and management of the building and in particular the common areas and installations.
- b) Co-operate with the developer and the management and maintenance of the premises and formation of the association.
- c) To allow the developer and with or without workmen to enter into the said unit at all reasonable times for construction and completion of building and the common purposes and to view and examine the cost conditions thereof.
- d) To let out or part with the possessions of the unit only after or information in writing to the developer of full particulars of the occupants and purchase will give it is being clarified that in case of sale only prior information will be necessary of its intention to transfer and purchaser not be required to disclose the consideration or terms of sale or other particular in advance.
- e) To use the said flat only for the purpose it is constructed unless otherwise permitted by the vendor by the association after it is formed.
- f) Not put a plate or letter box or neo sign board in the common areas on the outside of the building save at places be approved or provided by the developer provided however nothing contained herein shall prevent the purchaser to put the name plate outside the said flat.
- g) Not to decorate the exterior of the building other than the manner decided by the developer in writing or in the manner as near as may be in which it was previously decorated.
- h) Not to allow or permit to allow storing any goods articles or things in the staircase landing lobby or other areas of the building.
- i) Not to commit or permit to be committed any alteration or changes in pipes conducts and other fixtures and fittings services of the building and the said unit.
- j) To use and enjoy the common areas and installations only to the extent required repaired for ingress to and from the said unit with mean materials and utilities.

- k) Upon being required by the developer to so to do apply for and/or early as possible separate electric meter or electricity connection and in respect of the said flat and until the same to be obtained the developer shall provide or cause to be provided reasonable quantum of electricity from its own arrangement and install electric sub meter at the said flat and the purchaser shall pay all charges for electricity and other utilities consumed in relating to the said unit.
- l) To pay and bear the common expenses and other outgoing in respect of the premises proportionately and the said unit wholly.
- m) To pay municipal and other rates, taxes and impositions in respect of the said building and the premises proportionately and the said unit wholly it is being clarified so long the said unit is separately assessed by the municipal authorities the purchaser has to deposit the amount reasonably required by the developer towards the purchaser liability for such rates, taxes and impositions (after taking possession).
- n) To pay for electricity and other utilities consumed in or relating to the said unit.
- o) Not to keep any inflammable goods in the said unit except cooking gas.
- p) Main gate to the premises and the building.

CONSTRUCTION SCHEDULES FOUNDATION WORK: -

R.C.C. Column Foundation (1:2:3)

NATURE OF CONSTRUCTION

R.C.C. Column Structure.

ROOF FINISH

R.C.C. Roof slab with roof tiles.

DOORS AND WINDOWS: -

All doors will have sal wood frame work and flash door shatters. And entrance door shatter will have designed, toilet door and frame will have P.V.C. All wooden doors will be painted with two coats of synthetic enamel paint over a coat of primer. All doors provided with standard fittings like tower bolt, handle door stopper etc. Entrance door will have "Godrej Locks". All windows will be fully aluminium section, including glass panel with necessary fitting & fixtures M.S. Grill will be fixed in all the windows.

FLOORING: -

All bedroom, Dining Rooms and Drawing rooms would be furnished with vitrified 2"X2" Tiles, toilets and kitchen would be furnished with tiles and walls of toilets

would have 60" height glazed tiles dado over the skirting. And staircase will be fitted of white or green marble.

SANITARY AND PLUMBING: -

Toilets would be matching size shower, two bib cock, one gazer point and would be fitted with one W.C. with Indian type commode with low P.V.C. system all inside and outside plumbing lines are moulded P.V.C. & W.C. with one Indian type commode with low P.V.C. system Two bib cock, one standard size basin in dinning or bathroom as desired by the flat owner two bib cock in the kitchen.

KITCHEN: -

Non Modular Kitchen will be provided without Chimney & gas oven.

ELECTRICAL WIRING: -

Concealed copper electrical wiring in all flats with T.V. cable lines will be provided with the following electrical point with moulded switches.

BEDROOM	: 3 Light Points : 1 Fan point : 1 Plug Point (5 amp) : 1 A.C. Point (only one room).
DINING & DRAWING	: 1 Light points. : 1 Fan points. : 1 T.V. Point with two 5 Amp Plug Point. : 1 Plug Point (15 Amp) : 1 Plug Point (5 Amp)
KITCHEN	: 1 Light Point. : 1 Chimney Point.
COMMON TOILET & W.C.	: 1 Light Points. : 1 Exhaust Fan & 1Gazer point in common toilet.
VERANDAH	: 1 Light Point.
ENTRANCE	: Doorbell point and light point.

WATER SUPPLY: -

Overhead water tank attached with connection of deep tube well (P.V.C.) with submersible pump and municipal supply line at ground floor.

PAINTING: -

Inner and outer wall will be coated with wall putty. Outer wall colour will be provided with weather coat.

VERANDAH GRILL: -

M.S. 1" X 3" hollow pipe will be provided on brick work in such verandah.

EXTRA WORK

For all extra works and fitting as desire purchaser shall have to bear the cost calculation and 50% of the calculated cost have to be deposited before starting of work.

DATE OF COMPLETION

This said unit shall be completed within twelve months. The time may be extended due to force majeure act of god, injunction other reasons beyond the control of the developer.

COMMON EXPENSES

1. **MAINTENANCE:** - All expenses for maintaining white washing painting, repairing, renovating and replacing the common areas and installations including the other walls of building.
2. **OPERATION:** - All expenses for running and operating all machinery/equipment and installation comprised in the common area and installations including lift, water pump, with motor and including the cost of repairing, renovating and replacing the same.
3. **STAFF:** - The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.
4. **ASSOCIATIONS:** - Establishments and all other expenses of the association including its formation office establishment and miscellaneous expenses and also similar expenses of the developer or any agency looking after the common purpose until handling over the same to the association.
5. **RESERVES:** - All creating of fund for replacement, renovation and/or other periodic.
6. **OTHER:** - All other expenses and outgoing including litigation expenses as are incurred by the developer and/or association for the common purpose.

THE FIRST SCHEDULE ABOVE REFERED TO: -

ALL THAT piece and parcel of bastu land measuring 2cottahs and 8 chittacks be the same little more or less together with building standing there on lying and situated at 33/71, Nabin Chandra Das Road, Kolkata—700090, under additional district sub registry office at cossiporeDum Dum in the district 24 Parganas north together with all easement right all right appertaining there to butted and bounded in the manner following: -

ON THE NORTH : 16 ft. Wide Municipal Road
ON THE SOUTH : 12 ft. Wide Municipal Road& House of Hari Pada Acharya.
ON THE EAST : 12 ft. Wide Municipal Road
ON THE WEST : House of Smt. Jharna Kanjilal.

ALL THAT flat being flat no. 1B on the 1st floor measuring with proportionate and built up area 1026 sq. ft. more or less consisting of two rooms one dining cum drawing space. one balcony, one kitchen, one Puja room and two toilets at "**SHIVALAY**" at 33/71, Nabin Chandra Das Road, Kolkata—700090 together with proportionate share and interest in the land described in the first schedule together with common part portion together with all easement rights appertaining there to butted and bounded in the manner following: -

ON THE NORTH : 16 ft. Municipal Road
ON THE SOUTH : 12 ft. Wide Municipal Road& House of Hari Pada Acharya.
ON THE EAST : 12 ft. Wide Municipal Road.
ON THE WEST : Flat no. 1A

IN WITNESS WHEREOF the purchaser of this presents hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESS: -

1. **SIGNATURE OF OWNER/VENDOR**

SIGNATURE OF THE DEVELOPER

2. **SIGNATURE OF THE PURCHASER**

Received of and from the within named purchaser within mention sum of
Rs. _____ (Rupees _____ only) as per given below.

MEMO OF CONSIDERATION

Rs. _____ (Rupees _____ only) received in cash on _____ vide
M.R. No. _____

WITNESS

SIGNATURE OF DEVELOPER

1.

2.

Prepared by A. Kala

Advocate.