

ANNEXURE 'A'
AGREEMENT FOR SALE

[See rule 9]

This Agreement for sale ("AGREEMENT") entered into at [.....] on [.....]

BY AND BETWEEN

"MAA BHABATARINI REALTOR PVT. LTD.", PAN-AAICM9919R a Company incorporated under the Companies Act, 1956, having its Registered office at Village-Podrah, Post Office-Podrah P.S. Sankrail, Howrah-711109, being Represented by its Managing Director **SRI MONAJ MONDAL (PAN-AYDPM1205A)**, son of Late Sudhir Kumar Mondal, by faith Hindu, by occupation Business, residing at Village and Post Office Podrah, Police Station Sankaril, District Howrah-711109 (hereinafter referred to as "**Owner/Vendor**") (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors & permitted assigns) of the **First Part**;

4567-
0452
9158

AND

(FOR INDIVIDUALS)

.....(PAN CARD NO.....) son/wife/daughter of
....., by faith, by Nationality Indian, by occupation,
residing at

OR

(FOR FIRMS)

.....
.....
.....
.....

(FOR COMPANIES)

.....
.....
.....
.....

JOINTLY WITH

.....
.....
.....
.....

*(To be filled up, if the allotment is in the joint names

(Strike out whatever is not applicable)

hereinafter jointly and severally referred to as the '**Vendee(s)**' (which expression shall unless it be repugnant to the context or meaning thereof mean & include his/her/its heirs, executors, administrators, successors and legal representatives, permitted assigns) of the **SECOND PART**.

WHEREAS

- A.** The "A" Schedule mentioned property hereunder written along with other property totaling measuring about 40 decimals originally belonged to one Surendra Nath Naskar who while seized and possessed in the said property died intestate leaving behind his only wife Smt. Sarojini Bala Naskar as his only legal heir and successor who became the absolute Owner and Occupier of the said property by way of inheritance from her husband. Thereafter said Sarojini Bala Naskar while seized and possessed in the said property during her life time she executed a Deed of Settlement in favour of Shyamal Naskar, Nirmal Naskar and Bimal Kumar Naskar which was registered in the Office of District Registrar at Howrah and recorded in Book No. I, Volume No. 80, pages from 98 to 102, Being No. 3705 for the year 1976. Thereafter said Sarojini Bala Naskar died and after her death according to the terms of the said Deed of Settlement said Shyamal Naskar, Nirmal Naskar and Bimal Kumar Naskar became joint Owners and occupiers of the said property each having their undivided 1/3rd share thereof.
- B.** Thereafter said Bimal Kumar Naskar died unmarried and after his death his undivided 1/3rd share in the property was devolved upon his two brothers namely Shyamal Naskar and Nirmal Naskar and thereafter said Shyamal Naskar and Nirmal Naskar transferred the landed property measuring about 4.6 decimals in favour of Fani Bhusan Naskar, son of Late Panchanon Naskar by way of a Deed of Exchange dated 17th October, 2012 which was registered in the Office of A.D.S.R. Ranihati, Howrah and recorded in Book No. I, CD Volume No. 13, pages from 3212 to 3222, being No. 4687 for the year 2012;
- C.** Thereafter said Fani Bhusan Naskar while seized and possessed in the said property sold, conveyed and transferred the "A" Schedule mentioned property hereunder written in favour of Smt. Mahua Sardar, wife of Sri Pintu Sardar by virtue of a registered Bengali Kobala dated 14th August, 2014 which was registered in the Office of A.D.S.R. Ranihati and recorded in Book No. I, CD Volume No. 10, pages from 4748 to 4760, Being No. 3482 for the year 2014 and after such purchase said Mahua Sardar mutated her name in the records of L.R. Settlement and thereafter said Mouha Sardar sold, conveyed and transferred the said property in favour of the present Owner/Vendor herein by virtue of a registered Bengali Kobala dated 21st February, 2017 which was registered in the Office of A.D.S.R. Ranihati, Howrah and recorded in Book No. I, Volume No. 0503-2017, pages from 26603 to 26623, Being No. 050301234 for the year 2017;
- D.** That by virtue of the aforesaid Deed of Purchase the present Owner/Vendor herein has become the absolute Owner and Occupier of the "A" Schedule mentioned property and it has mutated its name in the records of L.R. Settlement Department as well as Local Gram Panchayet.

- E.** The present owners while possessing the aforesaid property peacefully and uninterruptedly till date being desirous of developing the property as mentioned in the "A" Schedule hereunder written by raising multi-storied building thereon for residential and partly commercial purposes, and accordingly got sanctioned building Plan from the Howrah Zilla Parishad vide No. 282/032/HZP/EP-III Date 16.12.2019.
- F.** The Allottee has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project; and
- G.** [If the Project is to develop commercial/residential complex] The Allottee desirous of owning an apartment in the Project has offered to purchase [] square feet of undivided share in the Said Land, which is more fully described in Schedule B hereunder and engage the Promoter to construct an apartment as per the scheme formulated by the Promoter; and or
- H.** [If the Project is plotted development] The Allottee desirous of purchasing a Plot in the Project has offered to purchase a plot admeasuring [] square feet, which is more fully described in Schedule B hereunder; and
- I.** The Promoter has agreed to transfer the Schedule B property in favour of the Allottee subject to the terms recorded hereunder; and
- J.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be developed have been completed; and
- K.** The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Promoter and the Allottee mutually agree and covenant as follows:-

1. The Promoter agree to transfer and convey Schedule B hereunder in favour of the Allottee for a sum of Rs. [.....] (Rupees [.....] Only) („Consideration“) to be paid by the Allottee as per the schedule of payment mentioned in Schedule C hereunder.
2. [If any subsisting charge on the Schedule A property] The Promoter represent that there is an existing charge created over the Schedule A property with the [financial institute/bank] for availing project finance. However, the Promoter shall release the Schedule B property from the charge created and obtain suitable „Release & No objection certificate“ from the respective banks/financial institution and hand over the same to the Allottee within [.....] days from execution of this Agreement.
3. [Save as mentioned in clause 2 supra], the Promoter doth hereby covenant with the Allottee that the property agreed to be conveyed and transferred by the Promoter to the Allottee is free from all encumbrances and defects in title and that the Promoter have full and absolute power to convey and transfer Schedule B property.
4. [If the Project is to develop commercial/residential complex] The right of the Allottee to purchase the Schedule B property shall be subject to the Allottee engaging the Promoter for construction of his/her apartment through the Promoter by entering into a Construction Agreement in accordance with the scheme of development formulated by the Promoter.

5. [If the Project is to develop commercial/residential complex] The Allottee agrees that the execution of the Construction Agreement with Promoter and timely payment of installments as per the payment schedule in the respective agreements executed under the scheme of development shall be condition precedent for purchase of the Schedule B property.
6. The Allottee without the prior written consent of Promoter shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of sale deed for the Schedule 'B' property.
7. That the Promoter hereby further covenant with the Allottee that the Promoter shall not encumber, create a charge over or otherwise deal with the property described in the Schedule 'B' hereunder or any part thereof in a manner contrary to the terms of this Agreement. The Promoter hereto shall not enter into any agreement in respect of the property described in Schedule 'B' hereunder with any other person/s during the subsistence of this agreement.
8. That all payments to be paid under this Agreement by the Allottee to the Promoter, apart from the loan amount, shall be paid directly by the Allottee to the Promoter. Any loan amounts availed by the Allottee, shall be directly disbursed / released by the bank / financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee. Notwithstanding whether the loan is obtained or not, the Allottee shall be liable to pay to the Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amounts, the Allottee shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.
9. The Allottee hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter in an Assignment fee of [.....] % of Total Price („Assignment Fee“)
10. The Parties hereto agree and confirm that the execution and registration of the Sale Deed envisaged for conveyance of the Schedule B property to the Allottee shall be completed only on receipt of all monies due from the Allottee to the Promoter under this Agreement as well as other agreements, if any, executed between the Parties under the scheme of development.
11. Provided always it is hereby expressly agreed to by and between the Parties hereto that all agreements entered into between the Parties pursuant to the scheme of development are separate and distinct but default in one shall be construed as default in the other and the rights and obligations of the Parties shall be determined accordingly. Further the Parties agree and confirm that this agreement shall stand automatically terminated in the event of termination of any one of the agreements entered into between the Parties under the scheme of development.
12. The Allottee shall come forward for registration of this Agreement, at the request of the Promoter and all stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for registration of this Agreement and the sale deed in future, including additional stamp duty, if any, registration fee or any other charges that may be demanded by the appropriate authority present and future shall be borne to by the Allottee.
13. In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule C or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of 15 days to the Allottee is entitled to cancel this Agreement and re-allot Schedule B property to another party and the Allottee shall thereafter have no right, interest or claim over the Schedule B property. Consequent to such

termination, subject to deduction of the booking amount, the Promoter shall refund the monies collected from the Allottee within 45 days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee.

14. [If the Project is to develop commercial/residential complex] The Parties hereby confirm that this Agreement and the Construction Agreement of even date entered into by the Allottee shall co-exist or co-terminate.

15. That the Promoter shall pay land taxes (if applicable), levies, rents, public charges and other payable in respect of the property described in Schedule 'B' hereunder unto the date of Registration of the sale deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier. The Allottee shall be liable to pay the said taxes, rates, levies, etc., from the date of registration of Sale Deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier.

16. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

17. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post/ e-mail/ courier at their respective addresses specified below:

_____ (Name of Allottee) _____ (Allottee Address) M/s (Promoter name)
 _____ (Promoter Address) It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

18. That in case there are joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

19. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee is in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

20. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

21. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be,

and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement

22. This Agreement may only be amended through written consent of the parties

23. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws for the time being in force.

24. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____

25. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. *[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]*

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at *(city/town name)* in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE - A

(Description of the Total Land)

ALL THAT piece and parcel of Bastu Land measuring more or less 02 Cottahs 07 Chittaks 31 Square feet together with proposed building standing thereon named as ".....", comprised in R.S. Dag No. 1078 corresponding to L.R. Dag No. 1239 under R.S. Khatian No. 413 corresponding to new L.R. Khatian No. 6733 and situate within Mouza-Podrah, J.L. No. 38, Police Station-Sankrail, District-Howrah, within the ambit of Thanamakua Gram Panchayet, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Ranihati, together with right of user over the common passage and all sorts of other easement rights attached thereto, which is butted and bounded by :-

On the North : 10'feet wide common passage.

On the South : Part of R.S. Dag No. 1078.

On the East : Part of R.S. Dag No. 1078.

On the West : Part of R.S. Dag No. 1078.

SCHEDULE - B**(Description of undivided share of land/plot hereby agreed to be conveyed to the Allottee)**

ALL THAT piece and parcel of one self contained residential Flat being **Flat No. "....."** measuring about **Square Feet including super built up area on the Floor of the building with marble flooring (with lift facility) named as "....."** constructed over the amalgamated property mentioned in the "A" Schedule herein above written together with undivided, impartible proportionate share of the land underneath in the "A" Schedule mentioned property comprised in R.S. Dag No. 1078 corresponding to L.R. Dag No. 1239 under R.S. Khatian No. 413 corresponding to new L.R. Khatian No. 6733 and situate within Mouza-Podrah, J.L. No. 38, Police Station-Sankrail, District-Howrah, within the ambit of Thanamakua Gram Panchayet, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Ranihati. The Flat is butted and bounded as follows:-

On the North :

On the South :

On the East :

On the West :

SCHEDULE "C"
(Schedule of Payment)

Schedule of payments to be paid by the Allottee to the Promoter for delivery of SCHEDULE "B" PROPERTY:

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

SIGNED AND DELIVERED

For and on behalf of the within named

OWNER, through its Constituted attorney

Mr _____

In the presence of Witnesses :

- 1.
- 2.

SIGNED AND DELIVERED

For and on behalf of the within named

PROMOTER, through its Constituted attorney

In the presence of Witnesses :

Mr _____

- 1.
- 2.

SIGNED AND DELIVERED

For and on behalf of the within named

ALLOTTEE(S),

In the presence of Witnesses :

- 1.
- 2.

RECEIPT AND ACKNOWLEDGEMENT

The Allottee(s) has/ have paid a sum of Rs.(Rupees) on or before execution of these presents and the balance consideration is payable as per the Payment Schedule as agreed between the Parties and annexed to this Agreement.

WE SAY RECEIVED**PROMOTER**

MEMO OF CONSIDERATION

RECEIVED Rs. _____

/- (Rupees

) **only** towards the part consideration money in respect of the
Schedule mentioned Flat from the Purchasers herein in the manner as follows :-

<u>Date</u>	<u>Cheque No./ Cash</u>	<u>Bank Name</u>	<u>Amount</u>	<u>G.S.T.</u>
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Total Rs. _____ /-

WITNESSES :-

1.

2.

SIGNATURE OF THE CONFIRMING PARTY/DEVELOPER/

THIRD PART.