

AGREEMENT FOR SALE

**One Flat being No 4/F02 in the 4th Floor
Of “SHANTI SADAN- I”**

This DEED OF AGREEMENT, made on this the 25 day of Nov 2019

BY and BETWEEN

Mr. Asit Baran Dey S/O Late Nakshatra Dey, Mr. Amit Dey S/O Late Nakshatra Dey, Mrs. Mousumi Dey Sarkar W/O Ashim Kumar Dey all the above named person are by faith Hindu, resident of Purba Para, Near Chakraborty More, 1 NO. Mohishila Colony, Asansol-713303, Dist-Paschim Bardhman, W. B, herein after jointly and severally called the Vendors (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors-in-interest and/or assigns) of ONE PART. The First Party are represented by their constituted attorney **SIDDHIVINAYAKA REALTY LLP (PAN NO. ADEFS 9105 K)** a limited liability Partnership Firm represented by its Partner **MR. AMIT KUMAR RAI (PAN NO. ARUPR1718F)** S/o Sri Kailash Rai resident of 3/F-03, 3rd Floor, Radhika Apartment, Simultala, 1 No Mohishila Colony, PO Asansol-3, PS Asansol (South) District Burdwan (WB)

AND

SIDDHIVINAYAKA REALTY LLP (PAN NO. ***)** a limited liability Partnership Firm having its registered office at VISHNUPRIYA-I Apartment, Ground Floor, Simultala, 1 No. Mohishila Colony, PO Asansol-3, PS Asansol(South) District Burdwan represented by its Partner **MR. ***** (PAN NO. ARU****)** S/o Sri Kailash Rai resident of 3/F-03, 3rd Floor, Radhika Apartment, Simultala, 1 No Mohishila Colony, PO Asansol-3, PS Asansol (South) District Burdwan (WB) hereinafter called the Second Party/Developer (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs, executors, successors-in-interest and/or assigns) of the **Other Part..**

And

MR.*** (PAN- *****)** S/O *****.,jointly with Smt. SUPARNA MUKHERJEE W/O *****8 (PAN- *****)by occupation service&housewife, resident of J.K Nagar new mainas qtr, Po: Bidhan bag jemari,P.s: Raniganj,Dist- Paschim Bardhman, W.B-713337, hereinafter called the “THIRD PARTY” which expression shall unless repugnant to and contrary to the context include his heirs successors, representatives and assigns of the THIRD PART.

Whereas the Govt. of West Bengal with the intent to rehabilitate the Rufugees from East Pakistan now Bangladesh acquired land in Mouza Mohishila in the District of Burdwan under the provisions of L.D.P Act, 1948/LA Act-I of 1894 including the plot now in occupation of various refugees. Whereas the part of land measuring 6 katha in C.S plot no. 79(P) (LOP No 519) originally belonged to Nakshatra Dey who was the lawful owner of the piece of land which he acquired by a regd. Deed of Gift deed executed by the Governor of State of West Bengal by virtue of regd. Indenture Deed no. 104 for the year 1994 and said Nakshatra Dey raised his residential building upon the said land and the same was duly assessed in his name in the Assessment register of AMC and

Whereas Nakshatra Dey died on 02.05.1995 intestate leaving behind his three son Ashim Kumar Dey, Asit Baran Dey & Amit Dey as his only legal heirs and successors and subsequently said Ashim Kumar Dey died leaving behind his wife Mousumi Dey Sarkar as his only legal heirs and successors and thus they jointly inherited the share of said Nakshatra Dey as per present Hindu Law and

Whereas in this circumstances the First Parties are absolutely seized and possessed of or otherwise well and sufficiently entitled to the property fully mentioned in the schedule below AND

WHEREAS the above named in order to erect a multistoried building along with prepared a building plan and sanctioned the same through the authority concern namely the Asansol Municipal Corporation vide memo no. 368/BP/AMC/HO/18 & 367/SP/AMC/HO/18 dated 24.07.2018 and

Whereas the First Party on the one hand and the Second Party on the other hand have entered into an agreement by virtue of which the Second Party has been entrusted to develop the schedule mentioned land by making investment from its own fund as a developer/promoter on the terms and conditions as fully set out in the said Development Agreement and

Whereas after execution of the said Development Agreement, the Second Party started to make a multi-storied building under the name and style 'SHANTI SADAN-I' and the constructions of the said proposed multi storied building is under progress consisting of various self contained residential flats/parking space/garage/shops/offices etc. in accordance with the said site plan and building plan. Detailed of the said property are more fully mentioned and described in the schedule 'A' below and

AND WHEREAS the Third Party has made a proposal unto First Party for purchasing a residential flat being Flat No. **4/F02** having super built up area of **864** sft. on the **4th Floor** of the said building known as 'SHANTI SADAN-I' at Purba Para, Near Chakraborty More 1 No. Mohishila Colony Asansol more fully mentioned in the "B" schedule below and the consideration price of the said flat has been fixed Rs. ***** .(Rupees *****) only. Also

compulsory inclusion of Rs.*****/- (Rupees *****) for water & electric connection charges and Rs.*****/- towards 2 wheeler parking space, and GST plus Registration Expenses as applicable.

AND WHEREAS the parties hereto have agreed with the following terms and conditions

NOW THIS DEED WITNESSETH

- 1) That the Second Party shall complete the construction and finishing job of the residential flat described in the schedule 'B' as also other common parts of the building named "SHANTI SADAN-I" at its own investment, direct control & efficiency supervision over the flat.
- 2) That if the Third Party desires to have the construction of any additional work, fittings or fixture in respect of construction of the said residential flat, the Third Party shall have to pay the additional payment thereof unto the first party instantly on completion of the requested work.
- 3) That out of amount the Third Party has paid a sum of Rs. 1,00,000/- (Rupees one lac only) by Chuqe unto the First Party, as Booking money/advance amount, against the **flat booked** as mentioned in the 'B' schedule below.

It is agreed that the Third Party shall be bound to make the balance payment before the date of registration, failing which the total advance of the said residential flat by the Third Party will stand cancelled and in that event the amount duly paid by the Third Party as and when other party will deposit the money of the purpose of purchasing the said flat and the First Party shall have the liberty to re-allot or to make the said residential flat book in favour of other person.

It is further agreed that the booking of the said residential flat by the Third Party towards the said transaction shall be refunded unto the Third Party by the First Party after making delivery of the flat to the subsequent allottee.

- 4) That on Third party's failure to pay the balance amount of the total value of the flat within the stipulated time as mentioned earlier, this agreement will stand cancelled automatically and the First Party will not have any obligation to sell the flat to the other person and the First Party will have full right to sell the said flat to any other party without any further reference to the Third party.

- 5) That for such default of the Third party, the First Party shall have every right to deduct an amount equivalent to 20% of the total advance amount which might have been paid by the Third Party towards the said flat, the First Party will be bound to refund the balance amount payable, if any such advance, to the Third Party after the First Party receives the final payment in respect of the consideration price of the flat from any other person.
- 6) That the building of the entire ground floor including community hall, office etc. and roof of the top floor of the said building will remain exclusive property of the first party and the Third party including other purchaser of the flats in the said building shall have no right, title, interest, ownership, claim in respect of the same at any point of time.
- 7) That the First Party undertakes to deliver the flat mentioned in the schedule 'B' within 18 (Eighteen) months from the date of execution of this agreement and on first party's failure to hand over the possession of the same within such stipulated time, the First Party will be liable to pay an interest calculated @ 12% per annum on the total advance amount paid by the Second Party in terms of this agreement for the actual period of delay involves beyond the stipulated time.
- 8) That the Third Party shall have no right to nominate other person for purchasing the said flat i.e. the First Party on having the balance of the consideration money from the Third Party will sign and execute sale deed in favor of the Third Party.
- 9) That the terms and conditions and covenants of the conveyance and all further documents to be executed in pursuance thereof and the covenants thereof shall be such as decided by the First Party/Developer and the Purchasers. All the documents required to be executed by all or any one of or more of the parties hereto shall be got prepared by the Developer through his Advocate/ Deed Writer and the parties hereto and/or register and/or affirm the same including the conveyance or conveyances aforesaid at or before the Purchasers take possession of the flat and the Purchasers will bear all cost of registration charges including stamp duty, registration fees, preparation charges, and all incidental charges etc.
- 10) That the Purchasers doth hereby covenant with the First Party/ Developer that the said flat shall be used solely and exclusively for residential purpose and further covenants and undertakes as follows:-

- a. To pay from time to time after the delivery of possession of the proportionate share of all common expenses as well determined by the Association of Flat Owners or occupiers. In case of dispute the decision of the First Party/ Developer should be final.
 - b. To pay all Municipal rates and taxes and all other impositions that may levied on the said flat and proportionate share of land and other facilities and amenities enjoyed and utilized in the said flat and in common areas and facilities from the date of possession.
 - c. Not to do any act whereby and where under other owner and/ or occupiers of the said building and/or the said premises are or is any way affects and/or which affects or prejudices and the right of use and enjoyment of the undivided share in the said land and/or flat and/or the flats and/or common parts of the said building.
 - d. Not to carry on any obnoxious offensive illegal or immoral activity in the said flat in any other portions of the said building including common parts thereof or in any portion of the said premises.
 - e. Not to cause any nuisance or annoyance to the other occupants of other flats or the said building or any other portion of the said building at the said premises in any manner whatsoever.
 - f. Not to decorate or paint or otherwise alter the exterior of the said flat in any manner save in accordance with general scheme thereof as is or may be specified by the First Party/ Developer and thereafter by the flat owners Association.
 - g. Not to do anything whereby the other owners/occupiers of the said building at the said premises obstructed in or prevented from enjoyment their respective occupation quietly and exclusively and user or common areas of the said building jointly.
- 12) That the Third Party will not create any kind of objection in respect of the external work of the said building which may be undertaken by the First Party.
 - 13) That it is specifically mentioned that all the Flat owners shall bear the maintenance cost in proportionate share for each flat as mutually agreed by the Association of Flat owners and Developer.
 - 14) That after taking delivery of possession the Second Party shall pay the maintenance cost as mentioned herein above.

- 15) That the First Party shall make all arrangements for preparing the Deed of sale in respect of the sale of the said building flat as much so to get in registered and the cost of the registration including the cost of stamp, registration fees and lawyer's fees shall be borne by the Second Party (PURCHASER) First Party and the Second Party Shall also co-operate with the First Party for such job.

SCHEDULE 'A' ABOVE REFERRED TO:

District Burdwan, P.S. Asansol(S), J.L. No. 37, **Mouza- Mohishila**, CS Plot No 79, LOP No 519 corresponding to **LR & RS Plot No 79/3373** measuring an area of 6 Cottah 10 chattak of land under **LR Khatian No 3973, 3974 & 3975** which is butted and bounded as follows: of being lying and situated

ON THE NORTH : Tirtharaj Apartment
ON THE EAST : House of Pal Brothers
ON THE SOUTH : 20' Road
ON THE WEST : 23' Road

SCHEDULE 'B'

In the above District, Mouza, P.S. etc. all that one self contained residential flat being **Flat No. "4/F02"** on the **4th Floor** of the said 'SHANTI SADAN-I' G+IV multi storied residential Building, measuring super built up area of **864 Sft.** (Covered area **640 Sq. Ft.**) with consisting of Two bed rooms, one drawing cum dining, one kitchen, One balcony and two toilets with all fittings fixtures easement rights etc. excluding roof rights which will be a part of the 'A' schedule land of the said building.

Specifications of the said flat.

Specification of Material and Description of Common Features of Flat:

- BED ROOMS** : * Vitrified Tiles/Cut Size Marble Floor & Skirting. *Projected out Almirah space in one room.
*Electrical Points for each room: 2 Light Points, 1 Plug Point (5 Amp) & 1 Fan Point on ceiling.
- TOILET (2 Nos)** : *Marble/Tiles Floor & Skirting. *Glaze Tiles (5 ft) on wall over skirting.
(1 Attached commode (in & 1 Common) *1White Colour Indian pan (in common), 1White Colour European commode (in & 1 Common) attached).
*Fiber White Colour Cisterns *Corner Basins, *Common Tap fittings,
*Hot Water mixing Tap from Geyser in Attached Toilet.
*Electrical Points: 1 Light Point, 1 Exhaust Point in each & 1 Power Point (15 Amp) for Geyser in Attached Bath.
- KITCHEN** *Marble/Tiles Floor & Skirting & Full-length Green Marble Table-Top on one wall.
*Steel Sink. *R.C.C. Rack between Table-top & Floor. *Glazed Tiles (Ht. 2ft) on facing wall of Table-Top (excluding Window). *2 Nos. Water taps.
*Electrical Points: 1Light Point, 1Exhaust Fan Point & 1Power Point (15 Amp).
- DRAWING** : *Vitrified Tiles Floor & Skirting. *1 No. White Colour Wash Basin with Ht.2ft Glaze Tiles from basin-top on facing wall.
*Electrical Points: 2 Light Points, 2 Fan Points, 1 Plug (5 Amp), 1 Basin light, 1 Power Point (15 Amp) for Fridge.
- BALCONY** : *Vitrified Tiles Floor & Skirting.
*Electrical Points provided for 1 Light, 1 Plug Point (5 Amp) & 1 Fan.

Common Features of Flat:

- # Aluminum Sliding outside Windows with Glass Panes.
- # Wooden Frame & Water-proof Ply Flush Door for Bed-room & Main Door, finished with Wood primer.
- # P.V.C. Frame & Door for Toilet
- # Combined. Over-head Water-tanks. (15000 Ltr)
- # Water source: Well, 1 No. Under-ground Boring & Corp. BULK water-line (to be applied after Registration)
- # All Flats to be provided 2 KW Electrical Load from Individual Electric Meter.
- # Ceiling and walls of all Rooms finished with Plaster Parish with a coat of White Primer.
- # Electrical fittings on common space (Stairs, Landing, Entrance, Roof-top etc),
Calling Bell from Main Entrance Gate (Ground Floor) to Individual Unit.

SPECIFICATION OF MATERIALS & FITTINGS TO BE USED:

- | | | | |
|---|----|----|---|
| 1. CEMENT | - | - | -KONARK DHALAI SPECIAL |
| 2. RODS | - | - | TMT BAR |
| 3. SANITARY PIPES | - | - | SUPREME/FINOLEX or equivalent |
| 4. WATER PIPES | - | - | TATA MEDIUM G.I./SUPREME POLYMER
or equivalent |
| 5. WATER TAPS | - | - | EESCO / ESS ESS/JAQUAR/CERA or
equivalent |
| 6. COMMODOE/BASINS | -- | -- | PARRYWARE/ HINDUSTAN (WHITE) or
equivalent |
| 7. ELECTRICAL WIRES | - | - | HAVELLS or equivalent |
| 8. ELECTRICAL SWITCHES
& PLUG POINTS | - | - | CONA/PRETTY (WHITE) or equivalent |
| 9. OVER-HEAD WATER TANK | | | COMBINED CEMENTED |
| 10. DOOR FRAMES | | | (Main & Bed-room) -MALAYSIAN SAL |
| 11. DOOR (Main & Bed-room) | | | WATER-PROOF & TERMITE-PROOF
FLUSH DOOR |
| 12. DOOR & FRAME (Toilet) | - | - | - SINTEX or equivalent |

- FIXED CHARGES:**
1. For Common Transformer & Individual Electrical Meter
(For 2 KW)- Rs.30,000/-
 2. For Water-line Rs. 30,000/-

- EXTRA CHARGES:**
1. LOFTS, RACKS, ARCHS, TILES, COLLAPSIBLE GATE,
AC CONNECTION, CABLE TV etc.

2. Change/Alter of any Materials / Fittings mentioned in the above Specification such as Bathroom fittings, Tiles, Electrical Extra points, Inverter line etc. (Price difference / Extra Price will be charged)

IN WITNESS WHEREOF both the Parties execute this Deed of Agreement Sale in free mind, sound health and on fully knowing the contents thereof being read over & explained to them in vernacular on the date, month and year mentioned in the outset

Witnesses:-

1. Name:
Address:

.....
Signature of First Party.

Sign:

2. Name:
Address:

.....
Signature of Second Party

Sign:

2. Name:
Address:

.....
Signature of Third Party