

DEED OF AGREEMENT FOR SALE

THIS DEED OF AGREEMENT FOR SALE is made on this **22th** day of **NOVEMBER** 2019 (TWO THOUSAND AND NINETEEN) BETWEEN **(1) SRI MRINMOY SAHA, (PAN-AKQPS0919J)** SON OF SRI MANI MOHAN SAHA **(2) SMT. TULSI SAHA, (PAN-AKOPS9539G)** WIFE OF SRI MANI MOHAN SAHA, both are represented by power of Attorney holder and **for self (3) SRI MANI MOHAN SAHA, (PAN-AKOPS9538H)** SON OF LATE MUKUNDALAL SAHA, all residing at 95, Pilkhana Road, P.O. & P.S. - Berhampore, District - Murshidabad, hereinafter referred to as the "**Owners**" (which expression or term shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

M/S. Mukunda Abasan, a Partnership Firm having its Registered Office at 50/1 A.C.Road (South) , P.S. - Berhampore, P.O. - Khagra, District - Murshidabad, represented by its Partners **(1) Sri Mani Mohan Saha**, son of Late Mukundalal Saha, **(2) Smt. Tulsi Saha**, wife of Sri Mani Mohan Saha, **(3) Sri Mrinmoy Saha**, son of Sri Mani Mohan Saha and **(4) Smt. Prakriti Saha**, wife of Sri Mrinmoy Saha, all residing at 95, Pilkhana Road, P.O. & P.S. - Berhampore, District - Murshidabad hereinafter to be referred as "**Developers**" Tulsi Saha, Prakriti Saha and Mrinmoy Saha, the Partners nos. 2, 3 and 4 are represented by Partner no. – 1, **Mani Mohan Saha** who has been appointed as Constituted Power of Attorney holder by Deed no. **IV-149** dated 20.03.2013 (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its partners, representatives, heirs, executors, legal representatives and assigns) of the **SECOND PART**.

AND

SMT, SABITA PAUL PAN NO - AENPP8291F W/O SRI SANKAR CHANDRA PAUL by profession **Ex-Service women** residing at 46, KRISHNA NATH ROAD P.O. - BERHAMPORE , P.S. - BERHAMPORE ,Dist -MURSHIDABAD PIN - 742101 by caste and religion Hindu, and Indian citizen by birth, hereinafter referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include **her** heirs, legal representatives and assigns) of the **THIRD PART**.

WHEREAS the Property as mentioned in the following First Schedule below originally belonged to Sashi Bhusan Chowdhury. He died leaving Binoy Kumar Chowdhury Indu Bhusan Chowdhury Bibhuti Bhusan Chowdhury Govinda Bhusan Chowdhury as his four sons. So they have inherited the property in equal shares.

WHEREAS Binoy Kumar Chowdhury died leaving son Bidyut Kumar Chowdhury and wife Hironbala Chowdhury as his legal heirs.

WHEREAS Bibhuti Bhusan Chowdhury died leaving wife Ratan Moni Chowdhury as his legal heirs.

The R.S Record stands in the names of Indu Bhusan Chowdhury, Govinda Chowdhury, Bidyut Kumar Chowdhury, Hironbala Chowdhury, Ratan Moni Chowdhury according to their respective shares. Indu Bhusan Chowdhury died leaving three sons Nagendra Bhusan Chowdhury, Mrigendra Bhusan Chowdhury, Debendra Bhusan Chowdhury, daughter Chhabi Rani Basak, wife Hironmoyee Chowdhury. Govinda Chowdhury during his lifetime executed a will in favour of Bidyut Chowdhury. Thereafter all the abovementioned co-shares of the following First Schedule property executed a deed of partition being no 6853 dt 19-07-1981. By virtue of such deed of partition Arati Dutta got 2 acre out of 2.59 acre in plot number R.S -32/291 and entire 262 dec in plot no-R.S 32 with specification.

Arati Dutta sold 66 dec out of her share with specification to Mrinmoy Saha, the Owner cum- vendor no -1 by a registered Deed of sale No-856 dated 9-3-2007. So Mrinmoy Saha, the Owner cum- vendor no -1 became the owner of the 66 dec of property. His name has been recorded in L.R.R.O.R. Mrinmoy Saha prepared a layout Map in respect of the property. One of the Layout Plot is marked "C" measuring 15.11 dec.

Mrinmoy Saha Gifted 3.3 dec out of Layout Plot "C" to his mother Tulsi Saha the first part no -2 by a registered deed of Gift no. 7466 dated 22-5-2018.

Mrinmoy Saha Gifted 3.3 dec out of Layout Plot "C" to his Father Mani Mohan Saha the first part no -3 by a registered deed of Gift no. 4671 dated 11-5-2018. So the First Part have become the Owner of the 15.11 dec of Property in Lay out Plot no - C. The First Part no - 1 also the Owner of Lay out Plot no - C/1

So the First Part become the absolute Owner of the following First Schedule property. The following First Schedule property has been converted from PUKUR to VITI vide Conversion Case no-, 40/XII/DL&L.R.O (M)2017, AND vide Conversion Case no - 74/XII/DL&L.R.O (M)2017,

The First Part rent have been paid to State West Bengal and the Property has been mutated in the office of the Berhampore Municipality in the names of the First part.

The First Part amalgamated the Lay out Plot no - C & C1 into one block which has been mentioned in the First Schedule below and they intended to develop the property by raising **one separate (B+G+5) storied** bulding having **Tower no- 9** over the following First Schedule property i.e. over **17.5 dec** of property and for that reason they were looking for prospectivs developer.

AND WHEREAS the First Part with an intention to construct **Basement plus Six** storied building on the First Schedule Property and the First Part entered into an Agreement with the Developer i.e. the Second Part on for developing the said Property by constructing building as per Plan sanctioned by **Berhampore Municipality vide sanction No. 121 dated 11.05.2018** later a revised plan has been sanctioned by Berhampore Municipality vide no **No. No. 591 dated 10/12/2018**

AND WHEREAS the Owner-Cum-Vendor and Developer agreed to sale a Flat **Tower No- 9** measuring **777 sq.ft Carpet Area bearing no. IV -G** on the **4th Floor** of the building and **a open car parking space measuring 105 sq.ft.** situated on the **Basment** of thebuilding which has been constructed over the First Schedule Property which has specifically been described in the Second Schedule below. alongwith **a 2-wheeler space on the Common Portion of the Basment.**

AND WHEREAS the Purchaser agreed to Purchase a **Flat** to be constructed on the First Schedule Property alongwith a car (light) parking provision and **2-wheeler space**, which is mentioned in the Second Schedule, for **Rs. 31,42,500/- (Rupees Thirty one Lakh Forty two Thousand Five hundred only)** for the Flat premises and **Rs 3,00,000/- (Rupees Three Lakh only)** for the car parking provision on the **Basement** and **Rs 30,000/- (Rupees Thirty Thousand only)** for the **one 2-wheeler space** provision on the **Basment**. Total Sum of **Rs. 34,72,500/- (Rupees Thirty four Lakh seventy two Thousand Five hundred only)** The Owner-Cum-Vendor and Developer covenant with the Purchaser to the effect that upon receiving the sum of **Rs 7,29,225/- (Rupees Seven Lakh Twenty Nine Thousand Two Hundred and Twenty Five only)** as advance out of the Total Consideration money of **Rs. 34,72,500/- (Rupees Thirty Four Lakh seventy two Thousand Five hundred only)** . the First Part and the

Second Part will execute a Deed of Agreement for Sale and thereby agreed that upon receiving balance consideration money as per terms and conditions mentioned in Schedule Sixth below AND the First Part and Second Part would execute Deed of Sale for conveying the Ownership of the said Flat and **open car parking space and one 2-wheeler space** of the Basement Proportionate undivided impartible share in the land to the Purchaser on the terms and conditions prescribed in this Agreement.

AND WHEREAS

- A. In this Indenture unless it be contrary or repugnant to the Context.
- i. The Purchaser shall mean and include their respective heirs, executors, administrators, legal representatives and/or assigns.
 - ii. The Land shall mean the land more fully described in the First Schedule hereunder written.
 - iii. The building shall mean the (B+G+5) or more storied building comprising of self contained Flats and shoprooms.
 - iv. Proportionate or Proportionate share or proportionately shall mean the shares fixed and settled to be the Purchaser's share in the Land the common portion and in all other common rights and liabilities including common expenses.
 - v. The Common Portion shall mean the common portions comprised in the building and specified for the Purchaser and more fully described in the Third Schedule hereunder written.
 - vi. The Common Expenses shall mean the expenses described in the Fourth Schedule hereunder written and to be borne by the Purchaser along with other occupiers of the building.
 - vii. The Co-owners shall mean all persons who have agreed to Purchase own Units/Flats/Shops in the proposed building.

- viii. The Plan shall mean the building plan for construction of the proposed building duly sanctioned by the Authorities of Berhampore Municipality.
- B. The Purchaser hereto after satisfying himself about the right, interests and title of the Land Owner in respect of the land as well as the Flat constructed by the Developer as per Agreement entered into with the Owner.
- i. The First Part and the Second Part will construct the complete (G+5) or more storied building as per sanctioned **vide sanction No. 121 dated 11.05.2018** later a revised plan has been sanctioned by Berhampore Municipality vide no **No. No. 591 dated 10/12/2018** sanctioned by the Berhampore Municipality and shall plan, design, supervise and construct on the said land described in the First Schedule below as per specification mentioned in Schedule Fifth hereunder, the First and the Second Part shall not violate the Municipal building rules and also cannot change the design and construction of the Flat and garage.
- ii. That the First Part and the Second Part represented before the Purchaser that the said Flat premises is free from all encumbrances. That the First Part agreed to sell the Second Schedule Property/ Flatss to the Purchaser.
- iii. That the Purchaser agreed to purchase the said Flat , **a open car parking space and one 2-wheeler space** as mentioned in the Schedule below of the said building proposed to be constructed on the land mentioned in the First Schedule at a total price of **Rs. 34,72,500/- (Rupees Thirty four Lakh seventy two Thousand Five hundred only)** The said Flat and **4-wheeler space** intended for sale has not yet been booked earlier to any person.

- iv. That the Purchaser hereto duly inspected and seen the building Plan approved by the Berhampore Municipality and has no objection thereto.
- v. That the First Part agreed to sell the Flat, **a open car parking space and one 2-wheeler space** mentioned in the Second Schedule below to the Third Part at a consideration **Rs. 34,72,500/- (Rupees Thirty four Lakh seventy two Thousand Five hundred only)**
- vi. That the Purchaser has paid **7,29,225/- (Rupees Seven Lakh Twenty Nine Thousand Two Hundred and Twenty Five only)** by cheque as advance out of the said Flat and garage total consideration money **Rs. 34,72,500/- (Rupees Thirty four Lakh seventy two Thousand Five hundred only)** by cash/draft and the First Part and the Second Part do hereby acknowledge that payment from the Third Part.
- vii. That the Balance consideration money of the said Flat , **a open car parking space and 2-wheeler space** , the sum of **Rs. 27,43,275/- (Rupees Twenty seven Lakh Forty Three Thousand Two Hundred & Seventy Five only)** shall be paid by the Purchaser to the First Part and the Second Part as per terms mentioned in the Sixth Schedule below.
- viii. That the Flat must be completed with all the facilities as mentioned in Para-II of the Fifth Schedule hereunder within 31.03.2021
- ix. Until delivery of the Flat to the Purchaser hereto the Vendor shall exclusively be entitled to use and possess the Flat and every Part thereof.
- x. That the First Part and the Second Part shall deliver the possession of the Flat mentioned in the Second Schedule below within 31.03.2021. and shall execute and Register the Deed of Sale in

respect of the Second Schedule Flat in favour of the Purchaser on or before 31.03.2021

- xi. That if the First Part and the Second Part fail to complete the construction of the aforesaid Flat along with common areas within the stipulated time, i.e. within 31.03.2021 Then the Third Part is not bound to purchase the Flat and in that case the First Part and the Second Part will return back the amount with Bank Interest already taken as advance price of that Flat. But if the Vendor and the Purchaser mutually agrees then the aforesaid stipulated period can be extended upto a further period of
- xii. That the First Part is hereby legally bound to transfer the said Flat completely and absolutely to the Purchaser on fulfillment of all obligations within and on the failure on the part of the First Part to fulfill their part of obligation i.e. Executing Registration of the Deed of Sale of the Flat mentioned in the Second Schedule below, the Purchaser will be at liberty to enforce specific performance of contract by instituting legal proceeding or at their option may use for recovery of the price which the Second Part has paid to the First Part.
- xiii. That if the Purchaser fails to pay the consideration money within stipulated period as mentioned in the Sixth Schedule below, the First Part will then have the liberty to cancel the present Agreement by giving a one-month notice upon the Purchaser, the Third Part and the First Part shall refund the amount to the Purchaser after deducting 10% of the amount already paid and the First Part will also have the liberty to sell out the said Flat to anybody at his sweet will.
- xiv. Upon delivery of the unit the Purchaser shall be entitled to use and possess the same and every Part thereof exclusively.

- xv. That the Purchaser shall pay consideration money to the First Part and the Second Part within the stipulated period which is described in the Schedule Sixth below.
- xvi. All Costs, Charges, Expenses for Stamp Duty Registration and Fees for transfer mentioned herein above in favour of the Purchaser shall be borne and paid by the Purchaser absolutely.
- xvii. That the Second Part shall be entitled to use the Staircase, Common Passages for ingress and egress to the Flat mentioned in the Second Schedule below from the Main Road.
- xviii. The Form and the mode of transfer and the forms, terms and condition and covenants of the Deed of Conveyance and all documents to be executed in pursuance hereof shall be drawn, settled and finalized by the Advocate to be appointed by the Owner-Cum-Vendor and the Developer.
- xix. All letters or notices issued by the Vendor to the Purchaser shall be sent to the address of the Purchaser as mentioned under the present Agreement.
- xx. As per the Developer's Agreement between the First Part and the Second Part the consideration money of the Flat can be paid by the Third Part to the Second Part and the Second Part shall receive the payment on behalf of the First Part.
- xxi. That with prior permission of the Municipality the First Part and the Second Part shall have the right to construct other floor or floors over the (B+G+5) storied building to be constructed over the First Schedule Property without damaging the structure of the existing building. The Third Part cannot raise any objection in that respect.
- xxii. The Purchaser shall have to pay the G..S.T on payment of each installments.

xxiii. That pond is situated on the adjoining to the First Schedule property. But as the Developer shall have no right over the pond So the purchaser shall have no right over the same.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF PROPERTIES)

District - Murshidabad, P.S. - Berhampore Town, Mouza - Khagra Jaychandra, J.L. No. - 95, Sub-Registry Office at Berhampore, rent payable to the Collectorate of Murshidabad on behalf of the State of West Bengal.

<u>Khatian No.</u>	<u>Plot No.</u>	<u>Nature</u>	<u>Area</u>
R.S. 56	R.S. 32	Viti	17.5 dec.
L.R. 52	L.R. 107		Lay out Plot no - C & C1
Present L.R. 3844			appertaining to holding no. 7/1, A.C., By Lane-11, out of which Tower number 9 within Berhampore Municipality.

SECOND SCHEDULE

ALL THAT a finished and complete Flat having **measuring 777 sq.ft Carpet Area bearing no. IV -G** more or less **Tower No - 9** on the **4th Floor** of the Building named as "**Jorapukur Residency**" consisting of **2** bedrooms, **1** drawing-cum-dining room, **1** kitchen, **2** bathrooms, **1** balcony together with the common portions and common facilities and **an open car parking space measuring 105 sq.ft. (approx.)** bearing **no. IV - G** on the **Basment** and **a 2-wheeler space on the Common Portion of the Basment measuring 10 sq.ft** of the (B+G+5) storied building appertaining to holding no. 7/1, A.C.Road, By Lane-11, within Berhampore Municipality

Part - II

(The undivided impartible Proportionate Share in Land and Common Portion agreed to be sold to the Purchaser)

ALL THAT and undivided impartible Proportionate Share and/or interest in the Land described in the First Schedule hereinabove written and the common portions described in the Third Schedule bereinafter written with all other common rights and liabilities.

THE THIRD SCHEDULE ABOVE REFERRED TO

(THE COMMON PORTION)

1. Entrance and exits, internal roads and passages.
2. Staircases, lobbies and landings.
3. Drains, sewers and pipes from the building to the septic tank/duct.
4. All inside and outside brick works of the building excepting the Units and Flat measuring or Apartments.
5. Electrical wirings, Fittings and other Accessories for lighting the staircase and other common areas.
6. Water and Sewerage evacuation pipes from the unit to the drains and sewers common to the building.
7. Main gate of the building and boundary for the same.
8. Roof of the building may be used by each Flat Owner and also their families but they cannot construct or install any Structure thereon at any time.
9. Water Pump with Motor and Water Distribution Pipes (save those which are inside and exclusively for Flat) for Water Supply arrangements.
10. Lift.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

1. All costs of maintenance, operating, replacing, repairing, white-washing, painting, decorating, re-decoration, reconstructing, lighting

of the common portions and the common areas in the land and lift in the proposed building including their outer walls.

2. The Insurance Premium insuring the proposed building, if any.
3. Municipal Tax and other levies rates in respect of the land and the proposed building except those separately assessed on the Purchaser.
4. Creation of Funds for replacement/renovation and/or other periodic expenses.
5. The expenses for funding and operating of all Machinery Equipments and installations for common facilities and utilities including the cost of repairing, renovating and replacing the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Consideration Money Payable for the Flat/Unit and the undivided impartible proportionate Share of Land)

The Consideration Money payable by the Purchaser to the First Part for construction of the Flat/Unit and the common areas/portions together with an undivided impartible proportionate share in the Land be fixed and settled **Rs. 31,42,400/- (Rupees Thirty one Lakh Forty two Thousand Four hundred only)** for the Flat premises

The Final Total Consideration Amount will be determined after finished Flat

THE SIXTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATION)

It will be a careful blend of technology, aesthetics and economy for same and secured home to live in style and comfort in the neighbourhood of a developed residential area with all modern amenities and comfort.

STRUCTURE

It will be a R.C.C. frame structure with raft foundation & concrete diaphragm wall in the basement of M-20 Mix (1:1.5:3) & Fe 415 grade of steel as per Indian Standard Code of practice and building Rules.

WALLS

25 cm, 20 cm, 12.5 cm and 7.5 cm thick brick walls in cement mortar (prop. 1:6, 1:4, 1:3) with first class brick.

FLOOR, DADO AND SKIRTING

All the floor and dado with skirting of kitchen of toilet etc. will consist of marbles and Tiles in the first floor to fifth floor including common areas and staircase unless otherwise designed by the Flats owner.

DOORS AND WINDOWS

Siliguri Sal Wood frames and teak wood shutters, polishing complete and fitted with tinted glass in windows.

ELECTRIFICATION

Concealed wiring in conduit pipes with adequate conductors, 15 Ampere power points for geysers, A.C., refrigerator etc. and approved operating switched and equipments.

SANITARY & PLUMBING

There will be concealed water supply pipe line with glazed white vitreous china wares of Hindware or Parris' and Jaguar Brand C.P. sanitary and water supply fittings.

WATER SUPPLY

The complex will have its own water supply system with submersible pump, R.C.C. overhead tanks etc.

KITCHEN

The kitchen will have marble top table, Stiel sink.

GRILLS

All the window and balconies will have M.S. ornamental grills.

WALL FINISHING

Interior Surface : Rendered with cement Plaster and Putty

STAIRS & ELEVATORS

There will be two staircases and one lift exclusively for the residential Flat.

Mode of Payment

- i) Before Agreement for Sale **Rs 7,29,225/- (Rupees Seven Lakh Twenty Nine Thousand Two Hundred and Twenty Five only)** of the value is deposited.
- ii.) 1st Instalment : 10% of the value within 10 days after completion of the 1st floor roof casting
- iii) 2nd Instalment : 10% of the value within 10 days after completion of the 2nd floor roof casting
- iv) 3rd Instalment : 10% of the value within 10 days after completion of the 3rd floor roof casting
- v) 4th Instalment : 10% of the value within 10 days after completion of the 4th floor roof casting
- vi) 5th Instalment : 10% of the value within 10 days after completion of the 5th floor roof casting
- vii) 6th Instalment : 10% of the value within 10 days after completion of the finished and complete Flats
- viii) Rest amount at the time of Registration of the Deed of Sale for the Flats mentioned in the Second Schedule.
- ix) All the payments will have to be made by an A/c payee cheque/demand draft/payorder in favour of “**Mukunda Abasan**”

The annexed page of this Deed of Agreement for Sale contains the photographs of the FIRST PART, the SECOND PART and the THIRD PART and also contains their fingerprints which shall be treated as a part of this Deed.

IN WITNESS WHEREOF the OWNER-cum-VENDOR, DEVELOPER and PURCHASER have hereunder set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED SEALED AND DELIVERED
BY THE PARTIES ABOVE-NAMED
in presence of

1.

Signature of the FIRST PART

2

Signature of the SECOND PART

:

Signature of the THIRD PART

Typed by me :