

**AGREEMENT TO SALE OF FLAT**

**Mouza – Shankarpur, J.L. -109, P.S. -New Township,**

**Flat No- 00, Area 0000Sq.Ft.**

**Sale Value Rs.00, 00,000/- ,**

**UnderJemua Gram Panchayat.**

THIS AGREEMENT TO SALE is made on this the .....day of  
..... 2018 (Two Thousand and Eighteen).

**BETWEEN**

**Abheenandan Real Infra Ventures LLP [PAN-ABEFA0645G]**, 9/12, Lal Bazar Street, Room No-13, 1<sup>st</sup> Floor, Block-A, Police Station- Hare Street, P.O.-Lal Bazar, Kolkata, West Bengal, Pin-700001, Indiarepresented by one of its Designated Partner- Sri Pravin K Sirohia, S/o Mohan Lal Sirohia by faith- Hindu by nationality- Indian by Occupation- Business resident of 48/2/1, Dr.Suresh Sarkar Road, P.O.:- BeniaPukur, P.S.:Entaly, Kolkata-700014, HEREINAFTER referred to as the **LAND OWNER& DEVELOPER** ( which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its heirs, executors, administrator, legal representative and assigns ) of the **FIRST PART**

**AND**

(1) Mr. [PAN-]S/o Sri .....& Mrs. .... [PAN- .....] , W/o. Mr. ....by faith Hindu, byoccupation - Service, by Nationality - Indian resident of ....., ....., .....,P.O- .....,P.S.-....., Dist-....., PIN:- 000000. HEREINAFTER called and referred to as the '**PURCHASER** (Which term and expression shall unless excluded, by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **SECOND PARTY/ SECOND PART.**

**And Whereas** the Party of the First part is the owner and possessor of the land as described in the schedule below which has been acquired by him through registered deed of sale being deed No I- 020601716 for the year 2016,registered at ADSR Durgapur.

**And Whereas** the purchaser who was in quest of such property approached the developer for purchase of a flat and the developer has agreed to sale the schedule mentioned flat to the purchaser on the following terms and conditions.

**WHEREAS:**

The following terms and expressions shall, in these presents, have the respective meanings assigned to them herein-below unless the same be contrary or repugnant to

the subject or context hereunder.

- A.1 **ARCHITECT(S):** Shall mean such Architect(s) whom the Developer may from time to time, appoint as the Architect(s) of the Building.
- A.2 **BUILDING :** Shall mean the Building/s to be constructed, erected, promoted, developed and built on the premises by the Developer herein in pursuance of the Development Agreement and shall include all constructions to be made on the premises from time to time.
- A.3 **BUILT-UP AREA/COVERED:** Shall in relation to the Unit / Flat shall mean the plinth area of that Unit / Flat (including the area of bathrooms, balconies and terrace, if any, appurtenant thereto and also the thickness of the walls (external or internal), the columns and pillars therein provided that if any wall, column or pillar be or pillar shall be included in each such Unit/Flat).
- A.4 **PARKING SPACE:** Shall mean the space on the Ground Floor of the building/s as also in the open space surrounding the Building that may be marked by the Developer herein for parking as chargeable basis.
- A.5 **DEVELOPER:** Shall mean **Abheenandan Real Infra Ventures LLP** and its successors, successors-in-interest and assigns.
- A.6 **FORCE MAJEURE :** shall include natural calamities, act of God, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, notice or prohibitory order from Panchayat or Municipality or any other statutory Body or any Court, Government Regulations, new and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Owners herein and the Developer herein
- A.7 **LAND/Devolution of the Title of the property :** ALL THAT piece and parcels of Raiyoti land measuring an area 10.5 cottahs comprising within appertaining to R.S. Khatian No.- 339, L.R. Khatian Nos.- 2214, Comprised in R.S.Plot No.-125, L.R.- 379&388 Bastu of Mouza- Shankarpur, J.L.No-109, P.S. New Township, A.D.S.R. Office- City Centre Durgapur-16 & Sub-Division- Durgapur, District- Burdwan within the limit of Jemua Gram Panchayat, which is purchased by Land Owner **Abheenandan Real Infra Ventures LLP**, its Designated Partner- Sri Pravin K Sirohia, S/o Mohan Lal Sirohia and others by way of registered deed of Sale, vide Sale Deed No. I- 020601716 for the year 2016 duly registered at office of the A.D.S.R. Durgapur Dist-Burdwan and the Present one of the owner has recorded his name in L.R. Record of rights and also converted the character of land to

Bastu(Commercial Residential Building),and seized owned and possessed of and/or otherwise well and sufficiently entitled with free from all encumbrances as fully described in the FIRST SCHEDULE written herein below.

1. Originally property was 77 decimal standing in the name of ShyamapadaMukhopadhyay S/O late SasadharMukhopadhyay which he purchased from a piece of land measuring 180 decimal under R.S. Plot No.-125, L.R. 293, 379 & 388 being Khatian No.-339 of Mouza Shankarpur J.L. 109 of P.S.- New Township . Actually land was 72 decimal.

2. ShyamapadaMukhopadhyay sold that property to Gouri Dutta D/O late Pravaschandra Dutta on 21.09.1990 vide sale deed No.- 5832 which is registered in Book I, Vol. 75, Page 156 to 158 of ADSRO Durgapur.

3. Gouri Dutta then sold that property to three different persons jointly who mutated their name in their favour in Govt. record as under in the year 1990 which is recorded in Book I, Vol. 04 , page 101 to 104 of ADSRO DGP in deed No. 128 of 01.11.2001.

- 1) Arjun Ruidas - 024 decimal recorded in L.R. Khatian 905
- 2) FatikRuidas - 024 decimal recorded in L.R. Khatian 906
- 3) LatuRuidas - 024 decimal recorded in L.R. Khatian 907

4) After death of Arjun Ruidas on 19.10.2014 his five legal heirs inherited the property as under-

- 1) Wife - Mala Ruidas
- 2) Son - BiplabRuidas
- 3) Son - SubhaRuidas
- 4) Son - Shanti Ruidas
- 5) Son - Joy Ruidas

5)In the meantime Gouri Dutta filed a case in the court of Judicial Magistrate, Durgapur against the above said parties in the year 2002. She filed another case on 12.12.2012 against the same parties.

6) In the meantime holder of the above said property entered into a registered Agreement for sale of the same property with Subhash Chandra Das S/O late Bimal Das at agreed price of Rs. 1, 07, 50,000/- in July 2013.

7) A deal was done between the holder of the property , Gouri Dutta, who had filed the case and Subhash Chandra Das to sale the property to Abheenandan Real Infra Ventures LLP at agreed price of 58.80 lac and pay the amount to all the three parties as under to compromise the case.

- 1) Subhash Chandra Das- 21.50 lac
  - 2) Gouri Dutta - 25.00 lac
  - 3) Holder of the property- 12.30 lac
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- Total 58.80 lac

8) They all executed agreement for sale vide Registered Agreement for sale deed no.- I- 020600351 of ADSRO Durgapur on 21.01.2016 registered in Book I, Vol – 0206 – 2016 Page 5133 – 5168 and final sale deed was executed on 15.03.2016 at ADSRO Durgapur in Book -I, Vol – 0206 – 2016 ,page 27811 to 27844 vide sale deed No.- 020601716 .

9) Abheenandan Real Infra Ventures LLP, got mutated its name in the BL & BLRO Faridpur under khatian 2214 for 17 decimal of land equivalent to 10.5 katta of land which was classified as danga land on 8.8.2016 and paid the govt. rent under receipt No 6507201 dt 01.09.2016 . Later on 23.12.2016 land was

converted to Bastu (Commercial Housing Complex) for two different L.R. Plot No.- 388, 379 . ADDA permission for commercial Housing was obtained on 22.11.2016. Fire control permission was obtained on 08.11.16.

10) A G+7 (Eight storied) building plan was passed by Jemua GP on 31.08.16 vide case No.- 05/2016-17

- A.8 **PLAN:** Shall mean the sanctioned and / or approved meeting No. 05/2016-17, Dated 31/08/2016, of the Building/s sanctioned by Jemua Gram Panchayat and shall also include variations/ modifications, alterations therein that may be made by the Owners herein and/or the Developer herein, if any, as well as all revisions, renewals and extensions thereof, if any.
- A.9 **PREMISES :** Shall mean ALL THAT piece and parcels of Raiyoti land measuring an area 10.5 cottahs comprising within appertaining to R.S. Khatian No.- 339, L.R. Khatian Nos.- 2214, Comprised in R.S. Plot No.-125, L.R.- 379 & 388 Bastu of Mouza- Shankarpur, J.L.No-109, P.S. New Township, A.D.S.R. Office- City Centre Durgapur-16, & Sub-Division- Durgapur, District- Burdwan within the limit of Jemua Gram Panchayat.
- A. 10 **TERMINATION/CANCELLATION OF AGREEMENT:** If the Second Party cancelled the schedule mention Flat, then the agreement will stand as cancelled and the first party will refund the amount as taken advance after deducting 25% excluding of taxes of the agreed consideration of the Flat value and the same will be refunded until & unless the said schedule mention flat is not sold out to any other party. That it is also agreed that the amount which will be refunded after deducting the 25% of the flat value will not bear any interest.
- A.11 **PURCHASER/S :** That the term masculine gender will include feminine gender or vice versa.

WHEREAS the party hereto of the First Part herein is also the absolute owner of the Land and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of the Land as defined in above

AND WHEREAS the land owner and developer agreed to sign all documents required for conveying the flats to the intending PURCHASER/S with proportionate share of land at the cost of intending PURCHASER/S.

AND WHEREAS the land owner and developer hereby-also agreed to sign all deed of sale / conveyance of the flat in favor of the PURCHASERS / second part and the owner also declares that he shall have no objection in the, matter of realization of advance amount from the PURCHASERS / second part.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows:-

1. That the developer will construct and complete the multistoried flat building including the flat as mentioned in Section-A as per sanctioned plan with specification as mentioned in Section-C below.
2. That the Developer has represented before the PURCHASER that the Land and the flat as proposed to be sold mentioned in Section-A is free from all encumbrances and lispendens. The Developer shall arrange common installation of the entire flat building for which proportionate additional cost to be paid by the PURCHASER and those installations and arrangements are specified in Section-B below.
3. That the Developer has hereby agreed to sell and the PURCHASER has agreed to purchase the Flat as mentioned in Section-A for Rs- 00,00,000/-, That apart from the cost of the flat the purchaser will have to pay GST @00% amounting to Rs- 0,00,000/- and the total price of the flat has been fixed at Rs.00,00,000/- (Rupees .....). Only and the PURCHASER have paid booking amount Rs.000000/. (Rupees ..... ) only including GST on ....., by cheque ..... Bank, ..... Branch, being No-..... receipt of which is acknowledged by the developer and the rest amount shall be paid by the PURCHASERS in the manner as stated in Section-F below.
4. That on completion of the flat, it shall be handed over to the PURCHASERS and registered deed of sale shall be executed at the cost of the PURCHASERS for conveying the flat.
5. That any additional work, fittings or fixtures will be desired by the Purchasers will be provided at an additional cost and extra money on account of that shall have to be paid by the second party to the first party.
7. That the Purchasers shall not invite any other contractor forgetting any job done during subsistence of this agreement with the Second party and the First Party shall have the right to disallow to carry out any job by any such Contractor/Developer so long this agreement between the first party and the second party remain in existence.
8. That the Purchasers along with other owners will form a Society and all the owners of the flat shall bear the cost of the maintenance of the common facilities as to be agreed by them.

9. That the purchaser will have to bear all the expenses of the registration of the said Flat i.e. (stamp duty, registration fees, legal fees of the flat value) in respect of sale or transfer of ownership of the apartment, and the registration and agreement to sale will be done by the Advocate of the Developer.
10. That after transfer of the said flat the purchaser will be at liberty to change their name in municipal office or in any other office in respect of the said flat and the Purchaser will have the liberty to sell or transfer, mortgage, assign the schedule below flat to any other person.
11. That this Agreement is Valid till the schedule mentioned flat is handed over to purchasers or being cancelled by either of the parties.
12. That the parties of these present further have agreed, the following:-

**HAND OVER TIME:**

The estimation date of making Unit/s/Flat/s /Car Parking Space/s/and space/s Owners the said Unit/s/Flat/s/Car Parking Space/s / and Space/s ready for the purpose of delivery of possession is 30 months with a grace period of 6 (six) months and also subject to Force Majeure.

**PENALTY CLAUSE:**

In case that PURCHASER clear all the dues amount in due time and the DEVELOPER failed to hand over the complete possession of the premises, then DEVELOPER will pay an interest as per Banking rules on the entire amount or pay

On the other hand if the DEVELOPER is ready to hand over the possession of the entire premises / Flat within the due time of 24 month & the PURCHASER failed to clear the entire amount in time then the PURCHASER will be compelled to pay the interest on the balance amount of contract value as per Banking rules until the dues amount is recovered from the PURCHASERS by the DEVELOPER.

The PURCHASER shall have common rights to the common area with other flat owners of the entire building which are mentioned in Section E below.

## **SECTION-A**

All that one self-contained residential flat being No. **Flat-0/0**, on the 2<sup>nd</sup> Floor the building known as "**IDENTITY**" area of 0000 Sq. ft. more or less out of which consisting of three bed rooms, drawing cum dining room, Kitchen, two toilet, one balcony TOGETHERWITH undivided and importable share/interest in the land underneath the said building constructed upon the property beside a 120 Sq.Ft Car Parking in the Ground Floor of the Building under Jemua Gram Panchayat within appertaining to R.S. Khatian No.- 339, L.R. Khatian Nos.- 2214, Comprised in R.S. Plot No.-125, L.R.- 379 & 388 Bastu of Mouza- Shankarpur, J.L.No-109, P.S. New Township, A.D.S.R. Office- City Centre Durgapur-16, & Sub-Division- Durgapur, District- Burdwan within the limit of Jemua Gram Panchayat.

## **SECTION B:**

### **COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY THE PURCHASERS/S)**

1. Electrical installations relating to transformer for receiving electricity from the Electricity Authority Rs- 1, 00,000/-.
2. Other facilities or installations, if any provided for the common use of the Unit/Flat of the premises and not covered by Section A hereinabove.
3. Water Supply charges per flat of Rs-45,000/ will be paid by the purchaser and GST will be charge as per applicable rules of the I.T authority. (For Municipal Connection) if required.
4. Stair case, upto the top floor landing upto lobbies of all the floors
5. Lift
6. Water Reservoir, Septic Tank etc.
7. Boundary Wall, and the main gate
8. Entrance & Exit.
9. Roof Terrace & open Space.
10. Drainage and Sewerage lines and other installations for the same (except only those as are installed within exclusive area of any Unit and/or exclusively for its use).
11. Common Passage, entrance, lobby, and electrical wirings fittings meters utility space etc.



12. Water Supply, water pump, underground water pipes, underground water reservoir tank, overhead water tank, septic tank, water pump space, water reservoir, electric motor pump etc.

13. Such the common parts, area equipment, installations, fittings, fixtures and space in or about the land and the building as are necessary for the passage to and/or user of the units in common by the owners.

**SECTION - C**

**SPECIFICATION**

Door	All door will be made by solid core Flush Door 30mm thick.
	Door inside the kitchen & bathroom will be P.V.C. door i.e. one no. for Kitchen room & 2 nos. for Bathroom.
Toilet	Commode & O. T. Pan are to be fixed of white colour in toilet room.
Kitchen	Kitchen slab will be Green marble, Floor Semi Glazed Commercial tiles, Stainless Steel sink, counter level upto 2 Feet height Glazed Ceramic tiles
Windows	Aluminium Anodized Glazed Sliding Windows with 4mm thick Glass
Floor	Entire floor will be Semi Glazed Ceramic Commercial tiles fittings.
Interior & Exterior Finish	Inside of the rooms will be Wall Putty finished, door – wood primer, Exterior- Weather Coat paint Berger/Asian Paints
Electrical	Concealed Wiring, using copper core wires in PVC pipes
Water pipeline	Concealed PVC Pipe Line with CP (Brass) fittings
Base Structure Wall	R.C.C. Foundation Framed Super Structure Outside 8" thick, Inside 5" Thick.
Water supply	Water Supply (Ground Water/Submersible)
Lift	OTIS Elevators and Equipment or equivalent Brand
Power Supply	Durgapur Projects Limited

## **SECTION-D**

### **The First Schedule above referred to (The Land) :**

ALL THAT piece and parcels of Raiyoti land measuring an area 10.5cottahs comprising within appertaining to R.S. Khatian No.- 339, L.R. Khatian Nos.- 2214, Comprised in R.S. Plot No.-125, L.R.- 379 & 388 Bastu of Mouza- Shankarpur, J.L.No- 109, P.S. New Township, , A.D.S.R. Office- City Centre Durgapur-16, & Sub-Division- Durgapur, District- Burdwan within the limit of Jemua Gram Panchayat.

#### **BUTTED AND BOUNDED BY:**

ON THE NORTH : Part of R.S.Dag NO 125  
ON THE SOUTH : 200 Feet SardarBallav Bhai Patel Road  
ON THE EAST : 15 Feet City Park Road  
ON THE WEST : 15 Feet City Park Road

### **The Second Schedule above referred to :**

#### **Part-I (The unit)**

All that one residential Flat No. 0/0 (3BHK) at 2<sup>nd</sup>Floor of the said G+7 storied building constructed within the first schedule land within the jurisdiction of Jemua Gram Panchayat in the name and style "IDENTITY" measuring super built area of a little more or less 0000 Sq. ft., consisting of three bed rooms, one drawing cum dining room, one kitchen, two bathrooms cum toilets and One Balcony with Car parking of 120 Sq.Ft at Ground Floor. Floor Type –Tiles. Proposed use- Residential.

Bounded as Under:

North- Flat 2D, South- Front Open Space, East-Open Space of Set Back Area. West-Flat 2A.

#### **Part-II**

**One Four Wheeler Parking space (Ground Floor/120 Sq.Ft)**

#### **Part-III**

The undivided impartible proportionate share in the land and common portions agreed to be sold to the PURCHASERS.

AIL that an undivided impartible proportionate share and /or interest in the land described in the First Schedule hereinabove written and in the common portion described in the Fifth Schedule hereinafter written and all other common rights and liabilities.

**Section - E ( common area )**

1. Paths passages and driveways in the premises other than those reserved by the Developer for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Developer for use of any Co-owner.
2. The spaces within the building comprised of entrance, staircase and landings of floors.
3. The foundation, columns, beams, structures, main wall, boundary wall, gates of the premises, building and space landing to building.
4. The installation of common service such as drainage and sewerage system in the premises, rain water pipe system, water supply arrangement, electric connection and also other civic amenities available in the said premises.
5. Overhead reservoir of the building, pump, well, electric meter and installation in common space, lift, pipes and all apparatus and installation in the premises for common use.
6. All other areas and installation facilities and amenities, which are intended for common use in the building/apartment.

**TERMS OF PAYMENT**

Total cost of the Flat comes to Rs. 00000000/- (Rupees Thirty Four Lac Sixty Eight Thousand & Eighty) Only PURCHASER have to be paid to the DEVELOPER herein in the following manner.

Sl. No	Legends	Percentage (%)	Amount
1.	Advance Booking Amount	L.S.	Rs.-000000/-
2.	Before/At the time Of Agreement (Less Booking Amount)	20%	Rs.-000000/-
3.	Up to Plinth Level	10%	Rs.-000000/-
4.	Ground Floor roof Casting	10%	Rs.-000000/-
5.	1 <sup>st</sup> Floor Roof Casting	10%	Rs.-000000/-
6.	2 <sup>nd</sup> Floor Roof Casting	10%	Rs.-000000/-
7.	3 <sup>rd</sup> Floor roof Casting	10%	Rs.-000000/-

8.	4 <sup>th</sup> Floor Roof Casting	10%	Rs.-000000/-
9.	Inside Brick Work	10%	Rs.-000000/-
10.	Inside Plaster Work	05%	Rs.-000000/-
11.	Inside Electrical, Tiles, Plumbing, Wall Putty & before 30 days of handover	05% & Balance	Rs.-000000/-

IN WITNESS WHEREOF the parties hereto have executed these presents on the day,  
month and year first above written.

WITNESSES:

SIGNATURE OF DEVELOPER

SIGNATURE OF PURCHASER/S

Drafted by me & I read over and explained in Mother Language to all parties to this Deed and all of them admit that the same has been correctly written as per their instruction.

**Advocate**