

## **AGREEMENT FOR SALE**

**THIS AGREEMENT** is made on this the \_\_\_\_\_ day of ....., 20XX.

### **BETWEEN**

**1. SMT. MANJULA GORAI** (PAN No. \_\_\_\_\_) w/o Late Tarak Nath Gorai **2. SRI AMARNATH GORAI** (PAN No. \_\_\_\_\_) S/o Late Tarak Nath Gorai **3. SMT. DEBJANI DUTTA** (PAN No. \_\_\_\_\_) w/o Sri Rajesh Dutta **4. SMT. INDRANI SEN** (PAN No. \_\_\_\_\_) w/o Sri Biplab Sen both daughters of Late Tarak Nath Gorai all of “Sudha Enclave, S. B. Gorai Road, Asansol, PS Asansol(S), District Paschim Bardhaman, hereinafter referred to as the “**OWNERS**”/“**FIRST PARTY**” (which expression shall unless contrary or repugnant to the context include their legal representatives heirs, successors, assigns) of the **FIRST PART**.

To be represented by constituted Attorney **M/S P.S. JIVRAJ INFRA PROJECTS PVT.** (the Second Party herein).

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(2)

**AND**

**M/S P.S. JIVRAJ INFRA PROJECTS PVT.** a private limited Company, having its registered office at Sardhar Building, G. T. Road, Asansol- 713301 and I.T. PAN **AAF CG0210N** (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 the **Other Part** represented by its Director **Sri Nikhilesh Upadhyaya** (PAN **AAIPU5481B**) son of Sri Avinash Upadhyaya, by faith-Hindu, by occupation Business, residing at Sardhar Building, G.T. Road, Asansol-713301, P.O. Asansol, P.S. Asansol, District Paschim Bardhaman, PIN No.- 713304., West Bengal, hereinafter referred to as **“DEVELOPERS”/“ SECOND PARTY”** (which expression shall unless contrary or repugnant to the context include their legal representatives heirs, successors, assigns.)

**AND**

**1. SRI** ....., (PAN No. ....) son of .....**AND 2. SMT**....., (PAN No.....) wife of Sri ....., both by faith Hindu, by citizenship Indian, both by occupation ..... respectively, both are resident of ....., Sub-Division and A.D.S.R. Office at ....., Dist.- ....., Pin No.- ....., hereinafter referred to as **“PURCHASERS”/“THIRD PARTY”** (which expression shall unless contrary or repugnant to the context include their legal representatives heirs, successors, assigns) of the **THIRD PART**.

**WHEREAS**, By several Deed of Conveyance the predecessor of the First Parties namely Tarak Nath Gorai acquired the land within RS Plot No 5846, 5847, 5848, 5849 & 5863 by dint of Regd. Deed of Kobala being No 5455, 5916 both for the year 1959 and also by Deed No 4166 for the year 1960 of ADSR Asansol measuring 40 Cottah of land being lying and situated at J. L. No. 20 Mouza Asansol Municipality, P.S. Asansol, District Burdwan more fully described in **Schedule-A** hereto.

**AND WHEREAS**, That said Tarak Nath Gorai died intestate leaving behind the First parties as his legal heirs and successors to inherit the said property and the same is exclusive possession of the First Party owners being absolute owner.

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**AND WHEREAS**, first parties / land owners have duly recorded their names in the records of rights and are paying Khajna to the State of West Bengal in their own names.

**AND WHEREAS**, the First Parties / Land Owners do not have experience and financial support so much so to raise a multi storied building.

**AND WHEREAS**, the Owners / First Party so much so to raise a multi storied building over the 'A' Schedule land have entered into a Deed of Development Agreement with the Second Party/Developer, vide Deed No. I-..... of the year....., executed and registered before the A.D.S.R. Asansol and a General Power of Attorney being No..... of ....., empowering the Second Party/ Developer to carry out the construction work together with selling right interalia amongst other powers.

**AND WHEREAS**, for raising the multi storied building over the 'A' Schedule land the Second Party/Developer obtained sanction building plan in the name of the First Party/Land Owners from the office of the Asansol Municipal Corporation, being Permit No.- **276(ii)/BP/AMC/HO/18** dated **04.05.2018**

**AND WHEREAS**, as per the aforesaid Deed of Development Agreement Cum General Power of Attorney the Developer / Second Party have been allotted with the "B" schedule property alongwith other properties.

**AND WHEREAS**, the Developer / Second Party has become the owner of the "B" schedule property and the Developer / Second Party is fully authorized and have every right to sell the "B" schedule property to any intending purchasers and also to receive and realise the consideration price thereto.

**AND WHEREAS**, the Developer / Second Party (the "Seller" herein) so much so to acquire other valuable property elsewhere has decided to sell the "B" schedule property and ventilated his such desire.

**AND WHEREAS**, the Second Party/Developer is entering into Agreements so much so to sell the flats/parking space/shops to be constructed and/or already constructed in the proposed apartment.

**AND WHEREAS**, the Second Party was in search of a property akin to the property mentioned in the schedule "B" appended below and came across about First Parties such intention and accordingly proposed unto the First Party to transfer the said property to the Second Party.

**AND WHEREAS**, the Developer is agreed with the said proposal of the Purchaser.

**AND WHEREAS**, the consideration price regarding the sale of the property mentioned in the schedule has been fixed at Rs. ....  
(.....) only @ Rs. .... only per Sq. Ft. of the carpet Area.

**AND WHEREAS**, the Purchaser has paid sum of Rs. ..../-  
(.....) only as advance money unto the Developer in respect of acquiring of the property mentioned in the schedule "B".

**AND WHEREAS**, the Developer doth hereby acknowledge the receipt of the said sum of Rs...../- (.....) only from the Purchaser.

**AND WHEREAS**, the Parties thought it prudent to enter into an Agreement to complete the aforesaid sale transaction.

**NOW THIS DEED WITNESSETH**

1. That the Second Purchaser has examined the plan, title of the Owners in the land and being satisfied about the same and undertakes that he shall not raise any question or objection with regard thereto in future.

2. The Purchaser agreed to acquire the said "B" Schedule property to be constructed in the "A" Schedule land @ Rs. .... per Sq. Ft. Along with the aforesaid money the sum of Rs. ..../- (.....) only for one 4 (Four) Wheeler parking space and Rs..... for one Two wheeler parking space and total consideration price has been fixed at Rs. .... only for the property specifically described in "B" schedule and for the undivided common facilities provided in the building as shown in the sanctioned plan. Provided that the actual consideration price may vary at the time of making Sale Deed and providing of the Delivery of actual possession of the "B" Schedule flat for any changes in the actual covered area.

a) On or before the execution of these presents has paid towards cost of land share common facilities and construction thereto totalling a Sum of Rs. ..../- (.....) only being part payment of the total consideration money, which sum the Developer has this day received from the Purchaser and the balance sum shall be paid in the following manner:

b) On or before the ground floor roof casting 15% of the consideration value has to be paid to the Developer.

c) On or before the 1<sup>st</sup> floor roof casting 15% of the consideration value has to be paid to the Developer.

- d) On or before the 2<sup>nd</sup>. floor roof casting 15% of the consideration value has to be paid to the Developer.
- e) On or before the 3<sup>rd</sup>. floor roof casting 15% of the consideration value has to be paid to the Developer.
- f) On or before the 4<sup>th</sup>. floor roof casting 15% of the consideration value has to be paid to the Developer.
- g) Rest amount: At the time of possession of the flat.

The total value for any extra work has to be paid in advance.

The whole of the consideration money Rs. ....../- (.....) only for undivided proportionate share in the common facilities as well as built up area shall be payable by the Purchasers to the Developer. All payment shall be made in favour of “ **M/S P.S. JIVRAJ INFRA PROJECTS PVT. LTD.**” the Second Party herein.

3. The Developer shall transfer the “B” schedule property along with common facilities to the Second Party or their nominee by a proper deed of conveyance to be prepared by the Developer through his Advocate at the cost and expense of the Purchaser.

4. That the terms and conditions and covenants for the comfortable use of the common facilities and maintenance thereto be incorporated in the Deed of Conveyance and the Purchaser shall not raise any objection thereto and shall observe the covenants thereof along with other flat owners and occupiers.

5. That It is agreed that the Developer will execute and register Sale Deed in favour of the Purchasers or their nominee just with the delivery of possession of “B” schedule property in finished condition within XX (.....) month from the date of execution of this Agreement. Be it agreed that all cost relating to the stamp duty, registration fee and cost thereto will be borne by the Purchasers.

7. The Purchasers will be bound to pay the consideration price as per the instalments as stated hereinabove and any failure thereto even inspite of demand made by the Developer by giving a notice in writing/electronic medium affording fifteen days time and the Developer shall have the right to cancel the Agreement and to sell the flat to any other party and the Purchasers will get back the money advanced so far after full completion of the total building/apartment and the Developer will deduct Rs. 2,00,000/- (Two Lakh) or minimum of 10% whichever is higher from the advance money.

8. Any tax duties, levies imposed by Govt. of India or State Govt. or Semi Govt. offices has to be borne by the Purchaser as for e.g. service tax, sales tax, GST etc.

9. A separate payment for cost of getting electricity service connection from the authorities concern has to be borne by the Purchaser (cost of transformer, cable) along with ancillary cost of getting the service line upto the individual meter.

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10. A separate cost for getting the bulk water supply from the Municipality/Panchayet has to be borne by the Purchaser proportionately along with bulk supply fees and cost of laying pipe connection from the main source upto the underground reservoir.

**11. (Description of Common Areas)**

- i. The common areas and facilities mentioned hereafter in this agreement shall include.
- ii. Corridors lobbies, stairs, stairs ways entrance to and exit from the building.
- iii. Installation of common service like water, sewerages etc.
- iv. Pump Motor room, Electric Meter room, guards's room in the ground floor/basement of the building.
- v. Lift.
- vi. Underground water reservoir and the overhead water tank and roof.
- vi. One deep tube well Water.

**12. (Details of Constructions)**

i. Water Arrangements : Water reservoirs of required capacity will be provided at the tap of the roof underground reservoir of suitable capacity will be used for storage of boring water of bulk water. One electrical pump with motor to be installed at the ground floor from the underground water reservoir and will be each of the flats for 24 hours with the help of pipelines and one deep tube well.

ii. Flooring: Will be provided for the flats and the common areas like staircase etc. will be finished with Marble/tiles.

iii. (I) Door: Wooden frame/factory made chemically treated/seasoned finish flush door will be provided in all doors. All the necessary fitting like locks tower bolt, hatch bolts etc. will be provided.

II) Windows: Aluminum windows/or still window with glass panes with integrated M.S. Grill will be provided with all steel fitting.

III) Kitchen: Kitchen will be provided marble flooring and the working table will be provided with the white & green marble. A steel sink along with the bibcock will be provided. A wash space with biblock will be provided under the sink and on the wall glazed tiles will be placed upto 2 Feet from the table top.

IV) Toilet : Floor will be marble with ceramic glazed tiles upto a height of 5'6" from the floor. One of the two toilets will have European type commode and other will be Indian type water closet with finishing arrangement. One wash basin & sanitary fittings will be of white in colour.

v) Wall : Brick masonry walls of thickness 250/125/75 mm as per the design and architecture.

vi) Wall Finishes : Ceiling & wall will have a plaster  $\frac{1}{4}$  &  $\frac{1}{2}$  thick in cement, sand mortar ratio 1:4 and 1:6 respectively. All internal walls and ceiling will have plaster of Paris with cement Primer coating. Decorative cements paints will be applied to all exterior parts of the building.

vii) Electrical : West Bengal State Electricity Board/Or any other company will provide electricity individual flat owners will be provided with service line, electric meter as per the existing rules of the authorities on their own responsibility and cost.

viii) All electric wiring will be provided with copper (concealed).

ix) All bed rooms will be provided with two light point, one fan point, one 5 AMP plug point on switch board (PVC) make.

x) Living cum Dining Rooms will be provided with two light point, one 5 AMP plug for the refrigerator connection and Washing Machine, T.V., two fan and Iron points.

xi) Toilets will be provided with one light point and one 15 AMP plug point (in one toilet) for the placement of the Geyser and Exhaust fan.

xii) For kitchen one light point, one Exhaust fan point will be provided along with 15 AMP plug for the use of Mixture cum Grinder / Micro oven.

xiii) Balcony will be provided with one light point and plug point.

xiv) Doorbell switch will be provided main entrance of each flat unit.

Any additional electrical work can only be provided only at extra cost.

xv) Any additional amenities / fixtures / fittings and extra items may be provided only at extra cost.

13. That at the time of final measurement after the completion of the building, the difference of cost will be adjusted accordingly.

In case of dispute or disagreement in that behalf the certificate of the Developer / Architect / Engineer shall be final and binding on both the parties hereto.

14. That Flat shall exclusively be used for residential purpose and further covenants and undertakes as follows :-

a) To pay all municipal taxes and rates or other imposition taxes proportionately on hand building together with amenities and facilities enjoyed and utilized in the common areas in the said building from the date of possession.

b) Not to do any acts or deed or thing whereby other owner's rights or prejudices are hampered in the used and enjoyment of common areas of the undivided share of this buildings.

c) Not to throw any rubbish or store any article in any part of common areas.

d) Not to carry or any obnoxious, noisy, offensive, illegal or immoral activity in the said flat including common undivided area.

e) Not to cause any nuisance or annoyance to the occupants of other flat in the said building in any manner whatsoever.

f) Not to alter the exterior of the said flat.

g) Not to alter the exterior of the said flat save in accordance with general scheme thereof as is or may be specified by the Developer in consent with the flat owners in general.

h) Not to claim any partition or sub-division of common areas of said building and not to make any structural addition, alteration and modification of permanent nature. Not to claim any additional proportionate undivided part or share or right in the said land / portion which will remain unsold and the said unsold land / portion of the building will remain in possession of the First Party.

i) To keep the said flat in good substantial repairs and conditions and free from damage and destruction.

j) To observe and comply with all rules and regulations framed by the Committee to be framed by or amongst owners regarding the manner of use and enjoyment of the flats and common areas of the building constructed and for better and fuller enjoyment thereof. Be it mentioned that owners of the flat shall use and enjoy the common areas pump and including the roof with their own costs and with their own risk and responsibility and the First Party shall have no liabilities in the matter.

K) That the Purchaser will regularly and punctually pay all cost / charges and expenses payable by the Purchaser to the committee formed amongst the Purchaser for the betterment of the said building in the interest of the Purchaser.

l) The Purchaser shall have the liberty to sell, transfer mortgage, lease or let out the said flat and interest hereunder subject to the overall conditions that the Second Party's transferee shall be bound and liable to observe and perform and carry out all terms and conditions on the part of the Purchaser to be observed or performed under this Agreement, provided further only after the full payment of all payable amounts herein.

15. It is accepted if due to some unforeseen circumstances e.g. natural disaster / calamities beyond the control of the human hand the completion of project is delayed for which the Developer shall not be responsible. Provided that if the Developer in anyway fails to deliver the 'B' Schedule property to the Purchaser within 18(Eighteen) months hereof in such situation the Developer will return the advance money along with 6% (Six Percent) interest per annum so far received by the Developer within 15(Fifteen) days of such cancellation of this agreement by the Purchaser.

16. That the First Party towards getting of the electricity service from the electricity authority in the said Apartment is compelled to install transformer and other electrical accessories connected to such transformer, the Purchaser is bound to pay proportionate share totalling to the cost to be incurred in equal share thereof along with the other owners of the said Apartment. Water connection charge chargeable by concern authorities in the said Apartment shall be borne by the Purchaser along with other flat owners in equal share.

17. That the common property attached to the Apartment to be looked after and managed by a society to be formed among the flat owners and all cost relating to the maintenance of the flat will be borne by the Purchaser in proportionate share as to be decided by the Society in its meeting and any deviation in respect of payment for such maintenance cost the society may terminate the common enjoyment right by the Purchaser.

18. That it has been covenanted between the parties that the Purchase will have No right to the roof terrace of the building. The Developer has exclusive and absolute right to raise any further structure or construction over the roof as per approval of the authorities concern



and in that case the Purchaser shall have no right to raise any dispute or objection on the plea of such common right or otherwise. It has been further settled mutually that in case of such constructions over the roof of the building, the Developer reserves the right to use the lift and the stair cases of the 'A' schedule multi storied building.

19. That the Flat Owner's Association will be formed after sale / transfer of all flats of the proposed multi storied building or as per request of at least 2/3<sup>rd</sup> of all the flat owners.

20. That the parties are specifically bounded in respect of the covenants made herein above.

### Schedule-A

**ALL THAT** piece and parcel of land situated at Within the District of Burdwan, PS Asansol, Mouza Asansol Municipality, JL No 20, CS Plot No 586,590, 592 under CS Khatian \_\_\_\_\_ corresponding to

RS Plot No	RS Khatian No	Classification	Area
5846	643, 642, 11731, 11732	Bastu	
5847		Bastu	
5848		Bastu	
5849		Bastu	
5863		Bastu	
Total		40 Cottah	

butted and bounded as follows:

ON THE NORTH : Land on Plot No 1363  
 ON THE EAST : Common Road towards Rashdanga  
 ON THE SOUTH : Vacant land owned by the First Party and  
 ON THE WEST : Road (.....Feet wide)

Together with a Multi-storied (G+4) residential cum commercial building thereon, styled as ".....".

### SCHEDULE "B"

Being Part and Parcel of the "A" schedule property, all that **One self contained Residential Flat**, situated on the ....., being Flat No.- ....., being Covered Area/Carpet area of ..... **Sq. Ft.**, with all fittings, fixtures, easement rights etc. and a **One Two wheeler Parking Space/ One Four wheeler Parking Space**, measuring an Area of 120 **Sq. Ft.** Or 25 **Sq. Ft.** respectively, on the **Ground Floor / Basement**, including undivided proportionate share or interest in the "A" schedule land, except any right over the roof of the building, together with all other common rights and liabilities in the common portions mentioned in schedule "C" herein below.

**SCHEDULE "C"** (Common portions)

1. Stair case.
2. Stair case landing upto the top floor.
3. Common passage, entrance and open space.
4. Deep Tube-well with pump, water pipes, underground water reservoir, overhead Water tank, and other plumbing's and septic tank.
5. Transformer & electrical fittings, Electrical wirings for pump, stair case lights, Electric meters and fittings.
6. Drainage and sewerage.
7. Boundary walls, main gate.
8. Pump motor room, electric meter room in the Ground Floor of the said building.
9. Lift.

**IN WITNESS WHERE OF** the Parties named above sign and executed this Agreement on the day, month and year mentioned hereinabove.

**WITNESS :-**

1.

**Signature of the Developer/SELLER**

2.

**Signature of the SECOND PARTY/PURCHASERS**

Drafted and prepared by me as per instruction of the Parties printed in my office & read over & explained the content to the executants,

(Ayan Ranjan Mukherjee )  
Advocate, Asansol Court,  
Enrolment No. WB/1072/2009