

Handwritten text in Bengali script, including the word 'আমি' (I) and 'Rs' (Rupees).

AMBIK CHANDRA MOHANTY

4115

AGREEMENT FOR SALE

THIS AGREEMENT is made on this theTwo
Thousand 2020

BETWEEN

1. SRI BISWAJIT DAS, PAN: AKVPD2280N, son of Kali Pada Das, Nationality- Indian, by faith Hindu, by occupation Business, resident of 5 No. ichlabad, Burdwan Municipality Ward No. 11, P.O. Sripally, P.S. - Burdwan Sadar, District - Burdwan (Presently Purba Bardhaman), PIN - 713103 (W.B.),

Business, residing at Chotonilpur. P.O., P.S. & District - Burdwan hereinafter called the 'DEVELOPER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representative and assigns) of the **THIRD PART WHEREAS** the landed property (defined & demarcated) classified as "**Bastu**", appertaining to **C.S. Plot No. 831**, corresponding to **R.S. Plot No. 831/2619**, also corresponding to the **L.R. Plot No. 2291** under **L.R. Khatian Nos. 1845, 9375, 9658, measuring an area of 4835 Sft. (more or less) as per field measurement**, also bearing LOP No. 255 of Ichhlabad G.S. colony, at **Mouza - Ichhlabad**. J.L. No. 75, P.S. Burdwan Sadar. District Burdwan (Presently Purba Bardhaman), within the area of **Ward No. 11** of the Burdwan Municipality, also bearing Burdwan Municipality **Holding No. 291**, of Ichlabazar Mahalla, is lawfully and exclusively owned and possessed by the **OWNERS**, herein, whose names too stand recorded in the present L.R.R.O.R. under **L.R. Khatian Not 1845, 9375 & 9658** respectively and also in the records of the Burdwan Municipality, in respect of the same.

AND WHEREAS the **LANDOWNERS** absolutely seized and posses and absolutely entitled 04 cotthas a Bastu land morefully and particularly described In schedule below which is free from encumbrances and wanted To construct a multistoried building on the aforesaid property by appointing a promoter on Joint Venture basis.

AND WHEREAS accordingly they offered the **DEVELOPER** to develop the said land by raising a new building on the said land and the Developer accordingly constructed a multi storied building on the schedule property by sanctioned plan from Burdwan Municipality.

AND WHEREAS the **VENDOR** herein granted a registered Power of Attorney in favour at **SRI BHASKAR GHOSH**. son of Bhawani Ghosh. by faith Hindu, by Occupation - Business. residing at Chotonilpur, PO., PS. & District Burdwan, the sole proprietor at **NIRMAN INFRASTRUCTURES**, a sole Proprietorship Concern having its place of business at 63 R.N. Guharoad, P.O. & P.S. - Dum Dum, Kolkota - 700028, the Developer / Confirming Party Therein for doing various act and things in contemplation of the said Development Agreement.

constructing building according to sanctioned plan being named.....

AND WHEREAS according to the said Development Agreement entitled the Developer / Confirming Party herein to sell and transfer the flats / apartments in the new building constructed on the land of the said premises together with undivided share of land and the common right in the common areas and facilities of the said building / premises as detailed in the said Development Agreement to the various Intending Purchasers.

AND WHEREAS the PURCHASERS herein approached the Developer Confirming Party with a proposal to purchase ALL THAT one self-contained flat bearing no..... measuring about sq.ft. super built up area more or less on the FLOOR side along with proportionate share of land benith the building more particularly/ described in the first schedule hereunder.

AND WHEREAS the purchasers after inspecting the relevant papers of ALL THAT one self-contained flat bearing no..... measuring about.....sq.ft. more or less super built up area on the.....FLOOR..... side along with proportionate share of and benith the building. approached the VENDOR/DEVELOPER for purchasing the same at a price of Rs..... (Rupees)..... only i.e. per sq.ft. and the VENDOR AND DEVELOPER accepted the proposal of the purchaser.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

1. The Vendor has agreed to sell and the Purchaser has agreed to purchase ALL THAT one self-contained Flat bearing no..... measuring about..... sq.ft. more or less super built up area on theFLOOR..... side along with proportionate share of land and benith the building. approached the VENDOR/DEVELOPER for purchasing

which is more fully described in the Schedule hereunder written more fully and particularly described in the schedule hereunder.

2) That the PURCHASERS has paid on or before of the execution here of to the VENDOR a sum of Rs. (Rupees) only (i.e., 30% of consideration money) as part payment out of total consideration amount of Rs. (Rupees) only and

The Vendor herein has acknowledged the receipt there of

3) That the Purchaser will pay the balance amount of Rs. (Rupees) only to the **VENDOR AND DEVELOPER** in the following manner:-

- a) 25% after root casting
- b) 25% after brick work
- c) 20% after flooring
- d) 20% after sanatory work
- e) 10% before Me time at registration

4) That if the **VENDOR AND DEVELOPER** fail and neglected to execute and register the aforesaid **FLAT** after receiving the full consideration amount within the stipulated date to be fixed by the **PURCHASERS** herein. The **PURCHASERS** shall be entitled to file a suit for Specific Performance of Contract Act against the Vendor.

5) That if the **PURCHASERS** fails to pay the rest of the consideration money in aforesaid time the **VENDOR AND DEVELOPER** will be at liberty to sale the property to any other person after repaying the booking money received by **VENDOR AND DEVELOPER** as hereunder written.

6) That the purchaser undertakes that the construction work of the said flat will be completed through the Developers within

7) The purchaser under no circumstances shall be entitled to claim possession of the said Flat until the total consideration money of the said Flat mentioned in clause no. 3 under this agreement is paid in full and final by him to the developers.

8) The developers shall give possession of the said flat to the purchaser on paying full price as per clause no. 3 above and the purchaser shall take possession 7 days from the date of notice to be served by the developers to him.

9) The time of giving possession of the said flat which will be delivered on or before prior from the date of execution of this agreement, will be extended mutually for another six months.

The developers shall not incur any liability if it is unable to deliver the possession of the said flat by the stipulated time due to war, civil commotion, act of God or if the non-delivery of possession is because of any notice order/rule or Notification of the Government, Municipality and/or Other public body.

10) On taking possession of the said flat, the purchaser shall be entitled to occupy the said Flat and use the same only for residential purpose. The purchaser shall at his own cost keep the same in a proper condition and shall observe and comply with all laws, rules and regulations of the Govt. Burdwan Municipality and any other government bodies. Besides, after taking possession of the said flat the purchaser shall have no claim against the Developers in respect of any item of work in the said flat which may be alleged not have been carried out in accordance with the agreement unless the purchaser has intimated the same in writing to the developers on or before taking such possession.

11) The purchaser shall be liable to bear all the taxes, charges for electricity required for the building and water that are common until obtaining separate electric meter and separate easement of taxes by

12) the purchaser shall at no time be entitled to demand partition of his interest in the said building and/or the sold land and it is being agreed that the purchasers interest therein impartable/undivided.

13) The purchaser shall not let give or licence, transfer, re-sell and assign the said flat or any part of interest therein or agrees to do so until his dues to the developers under this agreement mentioned in clause-3 are paid in full.

14) The purchaser agrees with the developers and through the developers with the occupier of the other Flats in the said multi storied building the purchaser shall not demolish the Flat nor make any addition or alteration to the same without the prior consent in writing from the developers or as the case may be Flat/shop/office-room owners' Association of the purchaser except addition alteration at inside portion of the flat /room without disturbing the main structure of the building.

15) The purchaser shall keep at his own expenses inside portion of the flat, the drains, pipes, cable wire etc. In good repairs. The repairing of outside cable, pipes, drain etc. should be undertaken by the flats/shop rooms/office/garage owners Association/Society or common service or services.

16) The purchasers of the different flats/shop room/office space/garages owners' Association. The purchaser hereby agrees to observe and comply with all rules, regulations by laws etc. Of such association.

17) A conveyance Deed In favour of the purchaser will be made after full payment as mentioned in Clause. 3. The legal advisor at the developers will prepare the documents of such Deed and other document at the cast of the purchaser. The purchaser will also pay all service tax and other taxes payable.

18) The purchaser shall use the said flat for residential purpose and shall not use the said flat in any other manner, which may cause

- 19) All letters receipts, notices Issued by the developers and dispatched to the address of the purchaser given in the Agreement or notified otherwise in writing shall be deemed to have been duly served on the purchaser after expiry of 7 days of such issue of notice.
- 20) Any unreasonable delay or indulgence of part of the developers in enforcing this agreement or giving possession of the flat to the purchaser within the stipulated time and extra 2 (two) months mentioned in agreement would make liable the developers to pay extra attention to complete the construction work.
- 21) The developers are desirous of selling flat / shop rooms / office / garages in all other floors in the said building to the different parties on ownership basis. as are may be permitted by the Burdwan Municipality and entering into separate agreement with several persons and/or parties in respect of such sale and the purchaser will have no right to object or whatsoever to such sale.
- 22) The Purchaser agrees to bear all costs in respect of the agreement for sale deed of conveyance. stamp duty and registration charges, advocate fees etc.
- 23) The purchaser shall bear all municipal taxes and other taxes which maybe assessed for his flat from the date of possession of the flat/ registration of the flat.
- 24) Any taxes whether levied or liable now or future on land and/or building by any local body and/or Government as the case maybe from the date of possession of the flat will be borne by allottee/s and in case a consolidated demand is made for the land/building as a whole. the same shall be paid by the purchaser in proportion to the area of the flat.
- 25) The purchaser hereby agrees and undertakes to be a member of the proposed flat/shop rooms/office/ garages owners' Association and from time to time sign and execute all application for membership and

26) The purchaser and the developers shall observe and perform all the by-laws and all the by-laws and all the rules and regulations of the said West Bengal Apartment ownership Act, 1972 or to any statutory modification or re-enactment thereof for the time being in force, when registered and shall pay and contribute regularly and punctually towards taxes and other expenses including out goings in accordance with the forms of this agreement to the said flat/office owners association on demand.

27) That if the purchaser fails to pay installment in time Developer conserve the right to cancel the agreement after deducting a sum of Rs. 50,000r. (fifty thousand) only as professional depreciation from the amount received by him as per Clause - 3 of this agreement

28) That the **VENDOR AND DEVELOPER** represents and states that the abovementioned FLAT is free from all encumbrances what so ever may be and he did not receive any amount from the third party and/or any one and did not executed any Agreement for Sale in favour of any one before execution of this presents and the **VENDOR AND DEVELOPER** further represent that the aforesaid FLAT is not mortgage property.

That all the statements made in the instant agreement are binding upon both the parties.

FIRST SCHEDULE REFERRED TO AS ABOVE

ALL THAT landed property (defined & demarcated) classified as "Bastu", appertaining to **C.S. Plot No. 831**, corresponding to **R.S. Plot No. 831/2619**, also corresponding to the **L.R. Plot No. 2291** under **L.R. Khaitan Nos. 1845, 9375, 9658**, measuring an area of **4835 Sft. (more or less)** as per field measurement, also bearing LOP No. 255 of Ichhiabad G.S. colony, at **Mouza - Ichhiabad**. J.L. No. 75, P.S. Burdwan Sadar. District Burdwan (Presently Purba Bardhaman), within the area of **Ward No. 11** of the Burdwan Municipality, also bearing Burdwan Municipality

& 9658 respectively and also in the records of the Burdwan Municipality, in respect of the same.

SECOND SCHEDULE REFERRED TO AS ABOVE

[Description of the said Flat]

ALL THAT one self-contained Flat bearing no.....measuring =out sq.ft. more or less super built up area on the **FLOOR** side along with proportionate share Of land of the said premises which are moiety and particularly described in the **FIRST SCHEDULE** written above togetherwith proportionate undivided and impartible share of including of the said premises togetherwith common rights in the common area and facility of the said building and the premises alongwith all other rights and facilities of the building 1 premises for beneficial use and enjoyment of the said Flat and liable to pay all common expenses alongwith other Flat owners and the said Flat consist of bed room, one dining cum drawing room, one kitchen, toilets and a balcony.

SPECIFICATION

1 STRUCTURE :

R.C.C. framed structure as per municipal approved design

2 BRICK WALL :

Outside main wall will be 8" thick except on cantilever. On cantilever, wall will be 5" thick, Partition wall will be 5" Or 3" thick as required. All walls of C.B. & Alm. Will be R.C.C. wall.

3. FLOORING :

All floors of bedrooms, dining cum drawing, Verandah will be of vitrified tiles / marble. Height of skirting will be 4" from floor of same specification.

Floor of kitchen and toilet will be finished marble. Height of skirting is 6".

4. TOILET :

(a) Ceramic tiles will be fitted upto height of 6'-0" or door height from floor level in all toilets.

(c) Two Nos. bib cocks will be provided in each toilet

(d) Plain water concealed line will be provided in one toilet & Kitchen and Hot & Cold concealed line in other Toilet.

5. DINING :

One Vitreous China white wash basin with bathroom sets and mirror will be provided in dining room

6. KITCHEN:

Kitchen tabletop will be made of 1'-8" wide granite Slab. Ceramic tiles will be fitted on the back side wall upto 2'-0" of table and sink upto a height of 3'-0" from table top level also in view portion. One NO sink and two Nos. bid cock will also provided. Aquaguard line will be provided.

7. DOORS WINDOWS:

All doors and windows frame will be made of Sal wood. Flush door shutter of hard wood, will be provided with suitable fittings for all doors including one Telescopic pipe-holes and a lock will be Provided in main entrance door. Both toilets will have PVC frame and shutter

Window shutter will be of Glass in Aluminum paneled. M.S. ornamental grill.

8. WATER SUPPLY: All internal water pipeline will be concealed CPVC at required did of approved brand. Out-side water pipe line will be surface deep tube well with pump-motor submersible will be provided for water supply arrangement.

9. SANITARY:

All fittings of Indian pans, commode. washbasin etc. will be provided of approved I.S.I. brand. For waste water line, P.V.C. pipe will be provided.

10. ELECTRIC :

All Electric line will be concealed of copper mode. Two Nos. light points, one No. fan point and one No. plug point will be provided in each bedroom. Three Nos. light points will be provided in living room.

in dining cum drawing room. In each toilet and kitchen, one No. light point and One No Exhaust point will be provided in kitchen- Aqua Guard Point. Chimney Point and One No. 15 Amp. Plug point will also be provided. One No. calling bell point and one No. light point will also be provided outside the main door, one nos. of electrical meter will be provided in the flats of the purchaser at the cost of the purchaser and by the cooperation of the purchaser & the developer and the cost will be Rs. /-.

11. PAINTING & FINISHING:

Outside wall will be painted with weather shield. All Internal wall surfaces will be finished by wall Putti (while finish)

12. LIFT:

Good lift of reputed company will be provided at the cost of the purchasers and the cost will be Rs. /-.

13. ROOF TREATMENT :

Will be provided with standard water proof chemicals as per manufacturer specification

MISCELLANEOUS:

- (a) One no. Loft may be provided in suitable position.
- (b) Clear height will be more or less 9'-0"
- (c) Standard elevation of building will be provided.
- (d) No extra work other than the specification given above will be provided.

IN WITNESSETH WHEREOF, the parties have hereunto set and subscribed their respective hands seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the "PARTIES" at Burdwan in presence of

1.

CONSTITUTED
POWER OF ATTORNEY
AND CONFIRMING PARTY

2.

NIRMAN INFRASTRUCTURES

PROPRIETOR

PART

Signature of the parties of the FIRST

SECOND PART

Signature of the parties of the

Signature of the parties of the THIRD PART

MEMO OF CONSIDERATION

RECEIVED from the within named **PURCHASERS** the
within mentioned sum

Rs......
(Rupees)

only by way of part payment of consideration money of Rs.
.....(Rupees.
.....)
only of the schedule mentioned flat as per Memo below:-

Payment made by Cheque / Cash being no.

Rs. 10,00,000/-

Payment made by Cheque / Cash being no.

Rs. 10,00,000/-

Payment made by Cheque / Cash being no.

Rs. 10,00,000/-

Total Rs.
(Rupees.....) only

Witnesses:

[Faint handwritten signatures]

[Faint handwritten signatures]

**Signature of the
Developer**

(THIRD PART)